

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 8, 2011
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B9200174
between
THE STATE OF MICHIGAN
And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus Flooring US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: ebertling@tandus.com	TELEPHONE: 248.346.8733 Elyse Bertling CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-2619 Seleana Samuel
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS Net 30	SHIPMENT 52 Days ARO
F.O.B. Delivered	SHIPPED FROM Dalton, GA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective November 8, 2011, pricing has increased for the following Contract items:

Item No.	Description	Former Price	Revised Price
2	Carpet Tiles, Runaway II	\$20.11	\$20.51
5	Alternate: Runaway with RS	\$21.25	\$21.68
7	Carpet Tiles: Sheffield	\$21.65	\$22.08
9	Carpet Tiles Walk Off: Abrasive Action	\$27.70	\$28.24
15	Alternate Carpet Tiles: Field Day (Runaway Alternative)	\$18.24	\$18.61
16	Alternate Carpet Tiles: Field Day (Runaway with RS Alternate)	\$19.39	\$19.80
17	Alternate Carpet Tile: Color Spectrum	\$20.56	\$21.01

Also, line items 001, 003, 004, 006, and 008 have been removed from this Contract as well as the Conservative Backing option from each line item.

Appendix B has been updated and is attached.

Please note: The Contractor's name has changed to Tandus Flooring US, LLC.

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

AUTHORITY/REASON:

Per vendor quote dated 10/26/2011 and DTMB/Procurement's approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,000,000.00

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING
Page 1 of 4

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
2.	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 45.46 % discount off list: 54.9% <u>\$ 20.51</u> per square yard (ER3)	<u>\$ 20.51</u>
5.	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway with RS</u> Packaging: 6.67 yds per carton Current list price: \$46.46 % discount off list: 53.3% <u>\$21.68</u> per square yard (ER3)	<u>\$21.68</u>
7.	Sq. Yd	360-70-10	Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sheffield</u> Packaging: 6.67 yds per carton Current list price: \$56.85 % discount off list:61.2% <u>\$ 22.08</u> per square yard (ER3)	<u>\$22.08</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 2 of 4

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
9.	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$51.73 % discount off list: 45.4% \$ 28.24 per square yard</p>	<u>\$ 28.24</u>
10.	GL	360-70-10	<p>Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-EX</u> Packaging: 4 GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 80.99</u>
11.	GL	360-70-10	<p>Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile. per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-46E</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 96.87</u>
12.	GL	360-70-10	<p>Sealant/Primer; Pail per the Manufacturer's specification Primarily used for installing carpet tiles over old VCT tiles Manufacturer: Tandus Product name: <u>C-36</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 54.42</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 3 of 4

<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
13.	Lineal Foot	360-70-10	Vinyl (Cove Base and transition pieces) 1/8 gauge per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 2.19*
14.	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus</u> <u>(Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400</u> Lineal ft Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 3.50*
15.	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Dry Tile; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: Field Day (Runaway Alternative) Packaging: 6.67 yds per carton Current list price: \$33.45 % discount off list: 44.4% \$18.61 per square yard (EC3)	\$18.61

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

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<u>Item No.</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>
16.	Sq. Yd.	360-70-10	ALTERNATE Carpet Tile; 24" x 24"; Self Adhesive; Field Capet Per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Field Day</u> (Runaway with RS Alternative) Packaging: 6.67 yds. Per carton Current list price: \$34.45 % discount off list: 42.5% \$19.80 per square yard (EC3)	\$19.80
17.	Sq. Yd.	360-70-10	ALTERNATE Carpet Tile; 24" x 24"; Dry Tile;; High Traffic Per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Color Spectrum</u> (Lum. II/Sheffield Alternative) Packaging: 6.67 yds. Per carton Current list price: \$44.38 % discount off list: 52.7% \$21.01 per square yard	\$21.01

*Price includes installation charges

The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

October / 26 / 2011

The State expects pricing on each item to reflect similar percentage discounts off list.

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

August 15, 2011

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B9200174
between
THE STATE OF MICHIGAN
And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: ebertling@tandus.com	TELEPHONE: 248.346.8733 Elyse Bertling
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2619 Seleana Samuel
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS Net 30	SHIPMENT 52 Days ARO
F.O.B. Delivered	SHIPPED FROM Dalton, GA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective August 15, 2011, the Buyer has been changed to:

Seleana Samuel
517-241-2619
SamuelS1@michigan.gov

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

AUTHORITY/REASON:

Per DTMB/Purchasing Operations' approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,000,000.00

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

January 5, 2011

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B9200174
between
THE STATE OF MICHIGAN
And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: ebertling@tandus.com	TELEPHONE: 248.346.8733 Elyse Bertling
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS Net 30	SHIPMENT 52 Days ARO
F.O.B. Delivered	SHIPPED FROM Dalton, GA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the vendor contacts name is changed to:

Elyse Bertling
PH: (248) 346-8733
Email: ebertling@tandus.com

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

AUTHORITY/REASON:

Per vendor request and DTMB/Purchasing Operations' approval

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$6,000,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET August 23, 2010
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B9200174
between
THE STATE OF MICHIGAN
And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately all carpet tile prices are increased by 6% due to the increase in cost of raw materials. Please refer to the revised Item listing for new prices.

“Conserve”, an additional backing option has been added to the item listing with pricing.

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

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations’ approval

TOTAL ESTIMATED CONTRACT VALUE: \$6,000,000.00

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING
 Page 1 of 7

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	17,603	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches</u> Packaging: 6.67 yds per carton Current list price: \$ 40.88 % discount off list: 51.6% <u>\$ 19.79</u> per square yard (ER3) <u>18.79 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$19.79</u>	<u>\$328,648.01</u>
2.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 41.72 % discount off list: 51.8% <u>\$ 20.11</u> per square yard (ER3) <u>19.11 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$ 20.11</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.	N/A	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: Plex Accts II Packaging: 6.67 yds per carton Current list price: \$66.29 % discount off list: 59.0% <u>\$ 27.18</u> per square yard (ER3) <u>26.18 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$27.18</u>	<u>\$0</u>
4.	487	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches with RS</u> Packaging: 6.67 yds per carton Current list price: \$41.88 % discount off list: 50.0% <u>\$20.94</u> per square yard (ER3) <u>19.94 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$20.94</u>	<u>\$9,618.25</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
5.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway with RS</u> Packaging: 6.67 yds per carton Current list price: \$42.72 % discount off list: 50.3% <u>\$21.25</u> per square yard (ER3) <u>20.25 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$21.25</u>	<u>\$0</u>
6.	72	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$66.29 % discount off list: 59.0%	<u>\$28.32</u>	<u>\$1,923.84</u>
7.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sheffield</u> Packaging: 6.67 yds per carton Current list price: \$52.14 % discount off list: 58.5% <u>\$ 21.65</u> per square yard (ER3) <u>\$20.65 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$21.65</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
8.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24”x 24”; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Voyager</u> Packaging: 6.67 yds per carton Current list price: \$38.11 % discount off list: 46.2% <u>\$20.50</u> per square yard <u>\$19.50 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$20.50</u>	<u>\$0</u>
9.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24” x 24”; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$57.78 % discount off list: 53.8% <u>\$ 27.70</u> per square yard <u>\$26.70 per sq. yd.</u> <u>Conserve Backing</u>	<u>\$ 27.70</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10.	1,045	GL	360-70-10	Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: C-EX Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 80.99</u>	\$84,634.55
11.	1,580	GL	360-70-10	Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile. per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: C-46E Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 96.87</u>	<u>\$153,054.60</u>
12.	78 (1 year usage)	GL	360-70-10	Sealant/Primer; Pail per the Manufacturer's specification Primarily used for installing carpet tiles over old VCT tiles Manufacturer: <u>Tandus</u> Product name: <u>C-36</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 54.42</u>	\$ <u>4,244.76</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
13.	88,583	Lineal Foot	360-70-10	Vinyl (Cove Base and transition pieces) 1/8 gauge per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 2.19*	\$193,996.77*
14.	102,833	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus</u> <u>(Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400</u> Lineal ft Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 3.50*	\$338,320.57*
15.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Dry Tile; Field Carpet <i>per the attached specification</i> <i>Manufacturer: <u>Tandus</u></i> <i>Product name: Field Day (Runaway Alternative)</i> <i>Packaging: 6.67 yds per carton</i> <i>Current list price: \$30.71</i> <i>% discount off list: 40.6%</i> <u>\$18.24</u> per square yard (EC3) <u>\$17.24 per sq. yd.</u> <u>Conserve Backing</u>	\$18.24	\$0.00

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

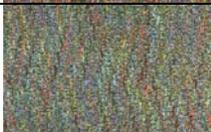
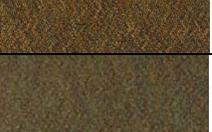
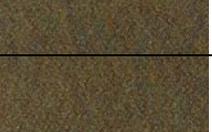
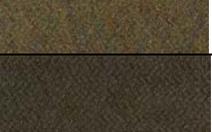
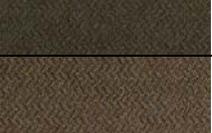
<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
16.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tile; 24" x 24"; Self Adhesive; Field Carpet Per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Field Day</u> (Runaway with RS Alternative) Packaging: 6.67 yds. Per carton Current list price: \$31.70 % discount off list: 33.0% <u>\$19.39</u> per square yard (EC3) <u>\$18.39 per sq. yd.</u> <u>Conserve Backing</u>	19.39	\$0.00
17.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tile; 24" x 24"; Dry Tile;; High Traffic Per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Color Spectrum</u> (Lum. II/Sheffield Alternative) Packaging: 6.67 yds. Per carton Current list price: \$40.35 % discount off list: 49.1% <u>\$19.56</u> per square yard	Old Price \$20.56	\$0.00

*Price includes installation charges

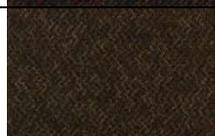
The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

August / 1 / 2010

Please note that the estimated usage figures indicated above are based on historical information. The State is not obligated to purchase in these or any other quantities. The State expects pricing on each item to reflect similar percentage discounts off list.

Field Carpet			High Traffic (Field)		
In Stitches		Runaway		Voyager	
17516 Satin		#4 Mermaid		20620 Sirius	
17512 French Knot		#6 Carpenter		20606 Mars	
17507 Herringbone		#8 Spectrum		20604 Orion	
17511 Blanket		#9 Blue Velvet		20612 Jupiter	
		#10 Marlberry			
		#15 Granola			
		#16 Greenhouse			
		#32 Verdent			
		#21 Pine Spring			
		#28 Woodlands			

Field Carpet			High Traffic (Field)		
		#01 Moonlight Swim			

Field Carpet		Field Carpet Alternate		High Traffic Alternate	
Sheffield		Field Day		Color Spectrum	
4306 Devonfield		17211 Photosynthesis		48004 Reflect	
43017 Tanglewood		17212 Woodshop		48002 Prism	
43003 October Mountain		17208 Penny Loafer		48005 Energy	
43012 Mill Pond		17204 Track and Field		48010 Moon Ray	

STANDARD PRODUCT LINES AND COLORS	DELIVERY TIMEFRAMES	
Field Carpet	STANDARD DELIVERY	EXPRESS DELIVERY
<u><i>In Stitches ER3</i></u>		
17516 Satin	52 Calendar Days	N/A
17512 French Knot	52 Calendar Days	N/A
17507 Herringbone	52 Calendar Days	N/A
17511 Blanket	52 Calendar Days	N/A
<u><i>Runaway- ER3</i></u>		
#4 Mermaid	52 Calendar Days	N/A
#6 Carpenter	52 Calendar Days	N/A
#08 Spectrum	52 Calendar Days	N/A
#9 Blue Velvet	52 Calendar Days	N/A
#10 Marlberry	52 Calendar Days	N/A
#15 Granola	52 Calendar Days	N/A
#16 Greenhouse	52 Calendar Days	N/A
#32 Verdent	52 Calendar Days	N/A
#21 Pine Sprig	52 Calendar Days	N/A
#28 Woodlands	52 Calendar Days	N/A
#01 Moonlight Swim	52 Calendar Days	N/A

Field Day – Alternate Field		
17211 Photosynthesis	52 Calendar Days	N/A
17212 Woodshop	52 Calendar Days	N/A
17208 Penny Loafer	52 Calendar Days	N/A
17204 Track and Field	52 Calendar Days	N/A
Solid Border	STANDARD DELIVERY	EXPRESS DELIVERY
<u>Plexus Accents II – ER3</u>		
All Colors – Borders/Accents Only	52 Calendar Days	N/A
STANDARD PRODUCT LINES AND COLORS	DELIVERY TIMEFRAMES	
High Traffic	STANDARD DELIVERY	EXPRESS DELIVERY
<u>Voyager - ER3 (Field)</u>		
20620 Sirius	52 Calendar Days	N/A
20606 Mars	52 Calendar Days	N/A
20604 Orion	52 Calendar Days	21 Calendar Days
20612 Jupiter	52 Calendar Days	21 Calendar Days
<u>Sheffield</u>		
4306 Devonfield	52 Calendar Days	N/A
43017 Tanglewood	52 Calendar Days	N/A
43003 October Mountain	52 Calendar Days	N/A
43012 Mill Pond	52 Calendar Days	N/A

<u>Abrasive Action – ER3</u>		
All Colors - Entryway	52 Calendar Days	(See Below for Express Colors)
#19100 Charcoal	52 Calendar Days	21 Calendar Days
#19101 Midnight Blue	52 Calendar Days	21 Calendar Days
#19102 Asphalt	52 Calendar Days	21 Calendar Days
#19103 Winter Gray	52 Calendar Days	21 Calendar Days
<u>Color Spectrum – Alternate High Traffic</u>		
48004 Reflect	52 Calendar Days	N/A
48002 Prism	52 Calendar Days	N/A
48005 Energy	52 Calendar Days	N/A
48010 Moon Ray	52 Calendar Days	N/A

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

March 29, 2010

CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS Net 30	SHIPMENT 52 Days ARO
F.O.B. Delivered	SHIPPED FROM Dalton, GA
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, if purchase orders are issued using American Reinvestment and Recovery Act (ARRA) funds, the attached terms and conditions shall apply and are hereby ADDED to this Contract.

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

AUTHORITY/REASON:

DMB/Purchasing Operations' approval and vendor agreement (e-mail from Jeanette Headrick) dated February 4, 2010.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$6,000,000.00

Article 6

SOLICITATION & AWARD TERMS FOR ASSISTANCE AGREEMENTS THAT INCLUDE FUNDS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, PUBLIC LAW 111-5

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6.001 Definitions

Definitions:

ARRA means the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

6.010 Reporting & Registration Requirements (Section 1512)

These reporting requirements are a material obligation of the Contract. Contractor's failure to comply may be a material basis for termination under Section 2.150, Termination by the State.

On July 1, October 1, January 1, and April 1, Contractor must provide the following information to the State:

- (A) The name of the project or activity;
- (B) A description of the project or activity;
- (C) An evaluation of the completion status of the project or activity;
- (D) An estimate of the number of jobs created and the number of jobs retained by the project or activity;
- and
- (E) Detailed information on any subcontracts awarded by Contractor to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282), as prescribed by the Director of OMB as follows:

For all subcontracts that meet any of the following qualifications, Contractor must provide the total number and total monetary amount of subcontracts:

- (1) valued at less than \$25,000;
- (2) awarded to an individual; or
- (3) awarded to an entity other than an individual which had less than \$300,000 in gross income in the previous tax year.

For all other subcontracts, Contractor must provide:

- (1) Subcontractor identifying information:
 - (a) Subcontractor's nine digit Data Universal Numbering System (DUNS) number; or
 - (b) U.S. Central Contractor Registration plus 4 extended DUNS number.
- (2) Award number or other identifying number assigned by Contractor.
- (3) Subcontractor's Legal Name as registered in the U.S. Central Contractor Registry.
- (4) Subcontractor's location, including:
 - (a) Physical location as listed in the Central Contractor Registry; and
 - (b) United States Congressional District (format of MI-002 where the Michigan 2nd Congressional District is the location).
- (5) Subcontractor's entity type (choose one):
 - (a) State government
 - (b) County government
 - (c) City or Township government
 - (d) Regional organization
 - (e) Independent School District
 - (f) Public/State-controlled institution of higher education
 - (g) Federally recognized Indian/Native American Tribal government
 - (h) Non-Federally recognized Indian/Native American Tribal government
 - (i) Indian/Native American Tribally designated organization
 - (j) Non-profit with 501(c)(3) IRS status (not institution of higher education)
 - (k) Non-profit without 501(c)(3) IRS status (not institution of higher education)
 - (l) Private institution of higher education
 - (m) Individual
 - (n) For-Profit organization (not small business)
 - (o) Small business
 - (p) Hispanic-serving institution

- (q) Historically Black Colleges and Universities (HBCUs)
 - (r) Tribally Controlled Colleges and Universities (TCCUs)
 - (s) Alaska Native and Native Hawaiian serving institutions
 - (t) Non-domestic (non-US) entity
 - (u) Other
- (6) Cumulative amount of cash disbursed to subcontractor as of reporting period end date.
 - (7) Total amount of cash to be disbursed by the end of the subcontract.
 - (8) Date that the subcontract was awarded.
 - (9) Date that the subcontractor's contract is scheduled to be completed.
 - (10) Primary performance location.
 - (11) The names and Total Compensation of the 5 most highly compensated officers of the entity if the public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, and the subcontractor in the preceding Federal fiscal year received:
 - (a) 80 percent of more of its annual gross revenues from Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards.

For the purposes of this provision, "Total Compensation" means the cash and non-cash dollar value earned by the executive during the subcontractor's past fiscal year, including the following:

- (a) Salary and bonus.
- (b) Awards of stock, stock options, stock appreciation rights. Use the dollar value used for financial statement reporting purposes with respect to the fiscal year.
- (c) Earnings for services under non-equity incentive plans. Do not include group life, health, hospitalization, medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (e) Above-market earnings on deferred compensation which are not qualified.
- (f) Other compensation, including severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.00.

6.020 Buy American Requirement (Section 1605)

Definitions as used in this section:

- (A) *Designated Country* means:
 - (1) a World Trade Organization Government Procurement Agreement country: Aruba, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom; or
 - (2) a Free Trade Agreement (FTA) country: Australia, Chile, and Singapore.
- (B) *Designated Country Good* is iron, Steel, or a Manufactured Good (other than construction-grade steel, motor vehicles, and coal) that:
 - (1) is wholly the growth, product or manufacture of a Designated Country; or
 - (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different Manufactured Good distinct from the materials from which it was transformed.
- (C) *Domestic Good* is iron, Steel, or a Manufactured Good that:
 - (1) is wholly the growth, product or manufacture of the United States; or
 - (2) in the case of a Manufactured Good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different Manufactured Good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in Manufactured Goods or products, as long as the manufacture of goods occurs in the United States.
- (D) *Federal Agency* means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA which finances the project described in this RFP.

(E) *Foreign Good* is iron, Steel, or a Manufactured Good that is not a Domestic or Designated Country Good.

(F) *Manufactured Good* means a good brought to the construction site for incorporation into the building or work that has been--

- (1) processed into a specific form and shape; or
- (2) combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(G) *Public Building* and *Public Work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(H) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(I) *United States* means the 50 States, the District of Columbia, and outlying areas.

I. Required use of Domestic Goods

(A) Under ARRA section 1605, only Domestic Goods will be used in the construction, alteration, maintenance, or repair of a Public Building or Public Work, unless an exception applies. This requirement does not apply to the Domestic Goods listed:

None

(B) A Contractor requesting a determination regarding the inapplicability of ARRA section 1605 must submit the request to the Federal Agency with adequate time to allow a determination. A Contractor must provide a copy of this request to the DMB Buyer. The Federal Agency is the sole entity authorized to make determinations regarding the inapplicability of ARRA section 1605.

(C) The Federal Agency may except other iron, Steel, or Manufactured Goods (other than construction-grade steel, motor vehicles, and coal) if it determines that:

- (1) the cost of Domestic Goods would be unreasonable. The cost of Domestic Goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (2) the iron, Steel, or Manufactured Good (other than construction-grade steel, motor vehicles, and coal) is not produced or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) the application of ARRA section 1605 would be inconsistent with the public interest.

(D) Regardless of the status of any determination request, any Contractor that requests to use non-Domestic Goods must include in its determination request:

- (1) a description of the iron, Steel, or Manufactured Goods;
- (2) unit of measure;
- (3) quantity;
- (4) cost;
- (5) time of delivery or availability;
- (6) location of the construction project;
- (7) name and address of the proposed supplier; and
- (8) a detailed justification of the reason for use of non-Domestic Goods.

(E) If the Contractor proposes the use of non-Domestic Goods, the Contractor must submit an alternate proposal based on the use of equivalent Domestic Goods. If an alternate proposal is submitted, the Contractor must submit a separate cost comparison table similar to the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(F) A request based on the unreasonable cost of a Domestic Good must include a survey of suppliers and a completed cost comparison table listed below for each item. The Contractor must list the name, address, telephone number, e-mail address, and contact person for each supplier surveyed. The Contractor must

also attach a copy of each supplier's response; if the response is oral, the Contractor must attach a summary. The Contractor may include other supporting information.

DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON

Description of Goods	Unit of measure	Quantity	Cost (dollars)*
Item 1: Domestic Goods..... non-Domestic Goods.....			
Item 2: Domestic Goods..... non-Domestic Goods.....			

**Include all delivery costs to the construction site.*

(G) If the Federal Agency denies an exception requested under ARRA section 1605, the State will pursue the Contractor's proposal based on the use of Domestic Goods.

(H) Any request under subsection (b) submitted must explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the contract was awarded. If the Contractor does not submit a satisfactory explanation, the Federal Agency does not need to make a determination.

(I) If the Federal Agency determines after the contract award that an exception to ARRA section 1605 or the Buy American Act applies, and the agency and the Contractor negotiate adequate consideration, the agency will modify the contract to allow use of the non-Domestic Goods. However, when the basis for the exception is the unreasonable cost of a Domestic Good, adequate consideration must not be less than the differential established in the DOMESTIC AND NON-DOMESTIC GOODS COST COMPARISON table.

(J) ARRA section 1605 does not apply to equipment or tools which are not incorporated into the building or work.

6.030 Prevailing Wages

Under ARRA section 1606, wages paid to all laborers and mechanics employed by the Contractor and each subcontractor on projects funded in whole or in part with funds available under ARRA must not be less than prevailing wages on projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>. This provision supersedes section 2.204, Wage Rate Requirements.

6.040 Inspection & Audit of Records

In addition to the requirements of Article 2:

(A) Contractor must permit both the United States Comptroller General or its representative and the United States Inspector General or its representative to:

- (1) examine any records that directly pertain to, or involve transactions relating to, this contract; and
- (2) interview any officer or employee of the Contractor or any of its subcontractors, regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

(B) This provision must be included in all subcontracts.

(C) Failure to comply with subsection (a) or (b) is considered a material breach and may result in the termination of the Contract.

6.050 Whistle Blower Protection for Recipients of Funds

Contractor must post notice of an employee's rights and remedies for whistleblower protections under ARRA section 1553. Contractor must include this section in all subcontracts.

6.060 Funding of Programs

Under 2009 PA 7, Section 209, this Contract is supported with temporary federal funds made available by the ARRA. The programs supported with the temporary federal funds will not be continued with state financed appropriations once the temporary federal funds are expended.

6.070 Fixed Price- Competitively Bid

Contractor must, to the maximum extent possible, award subcontracts as fixed-price contracts through competitive bid procedures.

6.080 Reserved

6.090 Publication

Contractor must identify projects supported by the ARRA by including the appropriate emblems as the State may require.

6.100 Reserved

6.110 Non- Discrimination

In addition to the requirements of Article 2, Contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance.

6.120 Prohibition on Use of Funds

Funds paid to the Contractor must not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

6.130 False Claims Act

Contractor must promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. 3729, or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving the ARRA.

6.140 Reserved

6.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities funded by this Contract in the Michigan Talent Bank, www.michworks.org/mtb.

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

November 10, 2009

CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately Line Items 15, 16, and 17 are hereby added to this Contract (per the attached "REVISED" Carpet Tile Item Listing as part of the Tandus reduction plan for 2009.

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

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$6,000,000.00

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING
Page 1 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	17,603	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches</u> Packaging: 6.67 yds per carton Current list price: \$ 38.30 % discount off list: 51.25% \$ 18.67 per square yard	<u>\$18.67</u>	<u>\$328,648.01</u>
2.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 41.65 % discount off list: 54.45% \$ 18.97 per square yard	<u>\$ 18.97</u>	<u>\$0</u>
3.	N/A	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$54.90 % discount off list: 53.3% \$ 25.64 per square yard	<u>\$25.64</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 2 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.	487	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches with RS</u> Packaging: 6.67 yds per carton Current list price: \$39.30 % discount off list: 49.75% <u>\$19.75</u> per square yard	<u>\$19.75</u>	<u>\$9,618.25</u>
5.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway with RS</u> Packaging: 6.67 yds per carton Current list price: \$42.66 % discount off list: 53% <u>\$20.05</u> per square yard	<u>\$20.05</u>	<u>\$0</u>
6.	72	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$55.90 % discount off list: 52.20%	<u>\$26.72</u>	<u>\$1,923.84</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 3 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sheffield</u> Packaging: 6.67 yds per carton Current list price: \$34.36 % discount off list:40.6% <u>\$ 20.42</u> per square yard	<u>\$20.42</u>	<u>\$0</u>
8.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Voyager</u> Packaging: 6.67 yds per carton Current list price: \$36.25 % discount off list:46.65% <u>\$19.34</u> per square yard	<u>\$19.34</u>	<u>\$0</u>
9.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$54.00 % discount off list: 51.6% <u>\$ 26.13</u> per square yard	<u>\$ 26.13</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 4 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10.	1,045	GL	360-70-10	<p>Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: C-EX Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 80.99</u>	\$84,634.55
11.	1,580	GL	360-70-10	<p>Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile. per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: C-46E Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 96.87</u>	<u>\$153,054.60</u>
12.	78 (1 year usage)	GL	360-70-10	<p>Sealant/Primer; Pail per the Manufacturer's specification Primarily used for installing carpet tiles over old VCT tiles Manufacturer: <u>Tandus</u> Product name: C-36 Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 54.42</u>	<u>\$ 4,244.76</u>

APPENDIX B
"REVISED" CARPET TILE ITEM LISTING

Page 5 of 5

Item No.	Estimated 5 Year Usage	Unit	Commodity Code	Description	Unit Price	Extended Price
13.	88,583	Lineal Foot	360-70-10	Vinyl (Cove Base and transition pieces) 1/8 gauge per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 2.19*	\$193,996.77*
14.	102,833	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus</u> <u>(Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400</u> Lineal ft Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	\$ 3.30*	\$338,320.57*
15.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Dry Tile; Field Carpet <i>per the attached specification</i> <i>Manufacturer: <u>Tandus</u></i> <i>Product name: Field Day (Runaway Alternative)</i> <i>Packaging: 6.67 yds per carton</i> <i>Current list price: \$29.03</i> <i>% discount off list: 41%</i> \$17.21 per square yard	\$17.21	\$0.00
16.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tile; 24" x 24"; Self Adhesive; Field Carpet <i>Per the attached specification</i> <i>Manufacturer: <u>Tandus</u></i> <i>Product name: Field Day (Runaway with RS Alternative)</i> <i>Packaging: 6.67 yds. Per carton</i> <i>Current list price: \$30.03</i> <i>% discount off list: 39%</i> \$18.29 per square yard	\$18.29	\$0.00

17.	0	Sq. Yd.	360-70-10	ALTERNATE <i>Carpet Tile; 24" x 24"; Dry Tile;; High Traffic Per the attached specification Manufacturer: <u>Tandus</u></i> <i>Product name: Color <u>Spectrum</u> (Lum. II/Sheffield Alternative)</i> <i>Packaging: 6.67 yds. Per carton</i> <i>Current list price: \$39.69</i> <i>% discount off list: 51%</i> <u>\$19.40</u> per square yard	\$19.40	\$0.00
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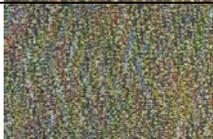
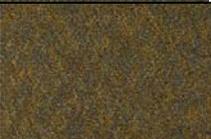
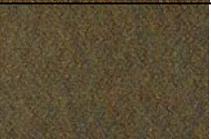
*Price includes installation charges

The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

September / 11 / 2008

Please note that the estimated usage figures indicated above are based on historical information. The State is not obligated to purchase in these or any other quantities. The State expects pricing on each item to reflect similar percentage discounts off list.

Field Carpet

In Stitches			Runaway		
17516 Satin			#4 Mermaid		
17512 French Knot			#6 Carpenter		
17507 Herringbone			#8 Spectrum		
17511 Blanket			#9 Blue Velvet		
			#10 Marlberry		
			#15 Granola		
			#16 Greenhouse		

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 6, 2009

CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

All contact should initially go through the Tandus State of Michigan Account Executive, Elyse Gardner. Elyse can be reached at (248) 346-8733 or egardner@tandus.com.

The item listing has been revised as follows: Luminaire II has been replaced with Sheffield
 Guardian A+ has been replaced with Voyager
 Sentinel II has been replaced with In Stitches

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

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$6,000,000.00

**APPENDIX B
"REVISED" CARPET TILE ITEM LISTING**

Page 1 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	17,603	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches</u> Packaging: 6.67 yds per carton Current list price: \$ 38.30 % discount off list: 51.25% \$ <u>18.67</u> per square yard	<u>\$18.67</u>	<u>\$328,648.01</u>
2.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 41.65 % discount off list: 54.45% \$ <u>18.97</u> per square yard	<u>\$ 18.97</u>	<u>\$0</u>
3.	N/A	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$54.90 % discount off list: 53.3% \$ <u>25.64</u> per square yard	<u>\$25.64</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 2 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.	487	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>In Stitches with RS</u> Packaging: 6.67 yds per carton Current list price: \$39.30 % discount off list: 49.75% <u>\$19.75</u> per square yard	<u>\$19.75</u>	<u>\$9,618.25</u>
5.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway with RS</u> Packaging: 6.67 yds per carton Current list price: \$42.66 % discount off list: 53% <u>\$20.05</u> per square yard	<u>\$20.05</u>	<u>\$0</u>
6.	72	Sq. Yd	360-70-10	Carpet Tiles; 24" x 24"; Self Adhesive; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$55.90 % discount off list: 52.20%	<u>\$26.72</u>	<u>\$1,923.84</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 3 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24”x 24”; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sheffield</u> Packaging: 6.67 yds per carton Current list price: \$34.36 % discount off list:40.6% \$ 20.42 per square yard	<u>\$20.42</u>	<u>\$0</u>
8.	N/A	Sq. Yd	360-70-10	ALTERNATE Carpet Tiles; 24”x 24”; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Voyager</u> Packaging: 6.67 yds per carton Current list price: \$36.25 % discount off list:46.65% \$19.34 per square yard	<u>\$19.34</u>	<u>\$0</u>
9.	N/A	Sq. Yd	360-70-10	Carpet Tiles; 24” x 24”; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$54.00 % discount off list: 51.6% \$ 26.13 per square yard	<u>\$ 26.13</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 4 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10.	1,045	GL	360-70-10	Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-EX</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 80.99</u>	\$84,634.55
11.	1,580	GL	360-70-10	Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile. per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-46E</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 96.87</u>	<u>\$153,054.60</u>
12.	78 (1 year usage)	GL	360-70-10	Sealant/Primer; Pail per the Manufacturer's specification Primarily used for installing carpet tiles over old VCT tiles Manufacturer: <u>Tandus</u> Product name: <u>C-36</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 54.42</u>	<u>\$ 4,244.76</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 5 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
13.	88,583	Lineal Foot	360-70-10	Vinyl (Cove Base and transition pieces) 1/8 gauge per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 2.19*</u>	\$193,996.77*
14.	102,833	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus (Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400</u> Lineal ft Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 3.30*</u>	\$338,320.57*

*Price includes installation charges

The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

September / 11 / 2008

Please note that the estimated usage figures indicated above are based on historical information. The State is not obligated to purchase in these or any other quantities. The State expects pricing on each item to reflect similar percentage discounts off list.



**STATE OF MICHIGAN
AUGUST 6, 2009**

PRODUCT LEAD TIMES

Product Name	Product Color	Lead Time
Sheffield	Devonfield 43006 Tanglewood 43017 October Mountain 43003 Mill Pond 43012	All Colors 52+ Days
In Stitches	Satin 17516 French Knot 17512 Herringbone 17507 Blanket 17511	All Colors 52+ Days
Voyager	Sirius 20620 Mars 20606 Orion 20604 Jupiter 20612	Sirius & Mars 52+ Days Orion & Jupiter – Express Ship-7 to 10 Business Days

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Textured Patterned Loop		
Gauge	1/13	50.4 rows/10 cm	
Stitches per Inch	8.4	33.1 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	107.52 tufts/sq in	16.7 tufts/sq cm	
Pile Height Average	0.117 inch	3.0 mm	ASTM D-418, Sec. 12
Pile Thickness	0.072 inch	1.8 mm	ASTM D-418, Sec. 10
Density Factor	10,000 oz/cu yd	370.0 kg/cu m	UM44D
Fiber System	Antron® Legacy Nylon		
Dye Method	60% Solution Dyed / 40% Yarn Dyed		
Soil/Stain Protection	Ensure	9.2 Kilotex	
Primary Tufting Substrate	Synthetic Non-Woven		
Pattern Repeat	N/A		

Color Line

20601 Pegasus	20608 Hydra	20614 Phoenix
20602 Aurora	20609 Saturn	20615 Draco
20603 Venus	20610 Columba	20616 Lyra
20604 Orion	20611 Pavo	20618 Neptune
20605 Ganymede	20612 Jupiter	20619 Andromed
20606 Mars	20613 Callisto	20620 Sirius

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower	Permanent Conductive Fiber (AATCC 134)
Colorfastness to Light	≥ 4 after 60 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Environmental Impact	No antimicrobials added to product(US EPA Registered Pesticides)	

Installation

Factory Applied	RS Adhesive System - Full Coverage Microencapsulated Tackifier (peel & stick)
Wet Spread	Backing specific Tandus Adhesives
Installation Method	Monolithic

Third Party Environmental Certification:

Recycled Content	ER3 Modular Tile, Flex-Aire Cushion Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
NSF-140 Platinum	ER3 Modular Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
CRI Green Label Plus Certification	All Tandus products

Product Notes

- Recycled Content has been third party certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content
 Powerbond ethosTM Cushion Products: 36 - 52%; Min. 10% post consumer.
 Powerbond ER3[®] Cushion Products: 39 - 52%; 10% post consumer.
 ER3[®] Modular Tile Products: 44 - 59%; 10% post consumer.
 Flex-AireTM Cushion Tile Products: 15% - 26%
- Products have received the following NSF-140 2007 Certifications:
 Powerbond ethosTM Products: Platinum (NSF-140)
 Powerbond ER3[®] Cushion Products: Platinum (NSF-140)
 ER3[®] Modular Tile Products: Platinum (NSF-140)
- C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in this process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

For additional information please visit www.tandus.com/warranties, www.tandus.com/maintenance, or www.tandus.com/specifications

311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 tandus.com

IMPERIAL	METRIC	TEST METHOD
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Modular Tile: 15 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zipping & backing resiliency loss.

ER3® Modular Tile			CRI Green Label Plus GLP1366		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	100% Recycled Content with Tru Bloc (Barrier System)				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Secondary Backing Density	65 lbs/cu ft		1041 kg/cu m		
Secondary Backing Thickness	0.087 inch		2.2 mm		
Total Weight RS / Non-RS	132.5 130.9 oz/sq yd +/-5%		4493 4439 g/sq m		
Total Product Recycled Content	51.7% Pre-Consumer: 41.7%		Post-Consumer: 10%		
Third Party Certification NSF-140	Platinum				
Flex-Aire™ Cushion Tile			CRI Green Label Plus GLP6558		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	Fiberglass Reinforced Composite Closed Cell Cushion				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Cushion Weight	35.5 oz/sq yd		1203 g/sq m	ASTM D-3574	
Cushion Density	18.5 lbs/cu ft		296 kg/cu m	ASTM D-3574	
Cushion Thickness	0.156 inch		4.0 mm	ASTM D-3574	
Total Weight RS / Non-RS	121.1 119.7 oz/sq yd +/-5%		4107 4059 g/sq m		
Total Product Recycled Content	18.6% Pre-Consumer: 18.6%		Post-Consumer: n/a		
Compression Set	Max. 10%		ASTM D-3574		
Compression Deflection	5 Min 25 max lbs/sq inch @ 25%	352	1758 g/sq cm	ASTM D-3574	
Consery™ Modular Tile			CRI Green Label Plus GLP4173		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	Thermoplastic Polymeric				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Secondary Backing Density	120 lbs/cu ft		1922 kg/cu m		
Secondary Backing Thickness	0.041 inch		1.0 mm		
Total Weight	99.2 oz/sq yd +/-5%		3364 g/sq cm		



Powerbond: 25 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zipping & backing resiliency loss.

Powerbond ethos™ Cushion					
Product Size	6 ft.		1.8 m		
Cushion Backing	76% Recycled Content Closed Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Density	32 lbs/cu ft (min.)		513 kg/cu m		
Cushion Thickness	0.100 inch		2.5 mm		
Total Weight	91.0 oz/sq yd +/-5%		3086 g/sq m		
Compression Set	Max. 10%				
Compression Deflection Min.	29 lbs/sq inch @ 25%		2039 g/sq cm		
Total Product Recycled Content	41.4% Pre-Consumer: 31.4%		Post-Consumer: 10%		
Third Party Certification NSF-140	Platinum				
Powerbond ER3® Cushion					
Product Size	6 ft.		1.8 m		
Cushion Backing	98% Recycled Content Closed Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Density	28.5 lbs/cu ft		457 kg/cu m		
Cushion Thickness	0.125 inch		3.2 mm		
Total Weight RS / Non-RS	108.9 106.6 oz/sq yd +/-5%		3693 3615 g/sq m		
Compression Set	Max. 10%				
Compression Deflection	7 Min 25 max lbs/sq inch @ 25%	492	1758 g/sq cm		
Total Product Recycled Content	43.3% Pre-Consumer: 33.3%		Post-Consumer: 10%		
Third Party Certification NSF-140	Platinum				
Powerbond Cushion			CRI Green Label Plus GLP6558		
Product Size	6 ft.		1.8 m		
Cushion Backing	Closed-Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Weight	35.5 oz/sq yd		1203 g/sq m	ASTM D-3574	
Cushion Density	18.5 lbs/cu ft		296 kg/cu m	ASTM D-3574	
Cushion Thickness	0.156 inch		4.0 mm	ASTM D-3574	
Total Weight RS / Non-RS	83.0 80.7 oz/sq yd +/-5%		2815 2737 g/sq m		
Compression Set	Max. 10%		ASTM D-3574		
Compression Deflection	7 Min 25 max lbs/sq inch @ 25%	492	1758 g/sq cm	ASTM D-3574	
Powerbond Condensed Cushion					
Product Size	6 ft.		1.8 m		
Cushion Backing	Closed-Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Weight	25.5 oz/sq yd		864 g/sq m	ASTM D-3574	
Cushion Density	33 lbs/cu ft		529 kg/cu m	ASTM D-3574	
Cushion Thickness	0.065 inch		1.7 mm	ASTM D-3574	
Total Weight RS / Non-RS	73.4 70.7 oz/sq yd +/-5%		2490 2398 g/sq m		
Compression Set	Max. 10%		ASTM D-3574		
Compression Deflection Min.	29 lbs/sq inch @ 25%		2039 g/sq cm	ASTM D-3574	



Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Textured Loop		
Gauge	1/13	50.4	rows/10 cm
Stitches per Inch	7.8	30.7	pu/10 cm
Tuft Density	99.84 tufts/sq in	15.5	tufts/sq cm
Pile Height Average	0.141 inch	3.6	mm
Pile Thickness	0.098 inch	2.5	mm
Density Factor	6,245 oz/cu yd	231.1	kg/cu m
Fiber System	Antron® Legacy Nylon		
Dye Method	65% Solution Dyed / 35% Yarn Dyed		
Soil/Stain Protection	Ensure	8.6	Kilotex
Primary Tufting Substrate	Synthetic Non-Woven		
Pattern Repeat	N/A		

Color Line

17501 Basting	17507 Herringbone	17513 Couching
17502 Slip	17508 Blind	17514 Running
17503 Arrowhead	17509 Straight	17515 Whip
17504 Chain	17510 Back	17516 Satin
17505 Cross	17511 Blanket	
17506 Top	17512 French Knot	

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 60 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Environmental Impact	No antimicrobials added to product(US EPA Registered Pesticides)	

Installation

Factory Applied	RS Adhesive System - Full Coverage Microencapsulated Tackifier (peel & stick)
Wet Spread	Backing specific Tandus Adhesives
Installation Method	Monolithic

Third Party Environmental Certification:

Recycled Content	ER3 Modular Tile, Flex-Aire Cushion Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
NSF-140 Platinum	ER3 Modular Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
CRI Green Label Plus Certification	All Tandus products

Product Notes

- Recycled Content has been third party certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
Powerbond ethos™ Cushion Products: 36 - 52%; Min. 10% post consumer.
Powerbond ER3® Cushion Products: 39 - 52%; 10% post consumer.
ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
Flex-Aire™ Cushion Tile Products: 15% - 26%
- Products have received the following NSF-140 2007 Certifications:
Powerbond ethos™ Products: Platinum (NSF-140)
Powerbond ER3® Cushion Products: Platinum (NSF-140)
ER3® Modular Tile Products: Platinum (NSF-140)
- C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in this process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 tandus.com

C & A

A TANDUS COMPANY

Modular Tile
&
Powerbond® (VCTT Sheet Flooring)

Product Construction
Options

IMPERIAL METRIC TEST METHOD
Modular Tile: 15 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zippering & backing resiliency loss.

ER3® Modular Tile				CRI Green Label Plus GLP1366	
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	100% Recycled Content with Tru Bloc (Barrier System)				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Secondary Backing Density	65	lbs/cu ft	1041	kg/cu m	
Secondary Backing Thickness	0.087	inch	2.2	mm	
Total Weight RS / Non-RS	132.5	130.9	oz/sq yd +/-5%	4493	4439
Total Product Recycled Content	51.7%	Pre-Consumer: 41.7%		Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum				
Flex-Aire™ Cushion Tile				CRI Green Label Plus GLP6558	
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	Fiberglass Reinforced Composite Closed Cell Cushion				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Cushion Weight	35.5	oz/sq yd	1203	g/sq m	ASTM D-3574
Cushion Density	18.5	lbs/cu ft	296	kg/cu m	ASTM D-3574
Cushion Thickness	0.156	inch	4.0	mm	ASTM D-3574
Total Weight RS / Non-RS	121.1	119.7	oz/sq yd +/-5%	4107	4059
Total Product Recycled Content	18.6%	Pre-Consumer: 18.6%		Post-Consumer: n/a	
Compression Set	Max. 10%				ASTM D-3574
Compression Deflection	5 Min.	25 max	lbs/sq inch @ 25%	352	1758
Conserv™ Modular Tile				CRI Green Label Plus GLP4173	
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)				
Secondary Backing	Thermoplastic Polymeric				
Intermediate Layer	Fiberglass Reinforced Sealant				
Product Construction	No Delamination per ASTM D-3936				
Secondary Backing Density	120	lbs/cu ft	1922	kg/cu m	
Secondary Backing Thickness	0.041	inch	1.0	mm	
Total Weight	99.2	oz/sq yd +/-5%	3364	g/sq cm	



Powerbond: 25 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zippering & backing resiliency loss.

Powerbond ethos™ Cushion				6 ft. 1.8 m	
Cushion Backing	76% Recycled Content Closed Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Density	32	lbs/cu ft (min.)	513	kg/cu m	
Cushion Thickness	0.100	inch	2.5	mm	
Total Weight	91.0	oz/sq yd +/-5%	3086	g/sq m	
Compression Set	Max. 10%				
Compression Deflection Min	29	lbs/sq inch @ 25%	2039	g/sq cm	
Total Product Recycled Content	41.4%	Pre-Consumer: 31.4%		Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum				
Powerbond ER3® Cushion				6 ft. 1.8 m	
Cushion Backing	98% Recycled Content Closed Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Density	28.5	lbs/cu ft	457	kg/cu m	
Cushion Thickness	0.125	inch	3.2	mm	
Total Weight RS / Non-RS	108.9	106.6	oz/sq yd +/-5%	3693	3615
Compression Set	Max. 10%				
Compression Deflection	7 Min.	25 max	lbs/sq inch @ 25%	492	1758
Total Product Recycled Content	43.3%	Pre-Consumer: 33.3%		Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum				
Powerbond Cushion				6 ft. 1.8 m	
Cushion Backing	Closed-Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Weight	35.5	oz/sq yd	1203	g/sq m	ASTM D-3574
Cushion Density	18.5	lbs/cu ft	296	kg/cu m	ASTM D-3574
Cushion Thickness	0.156	inch	4.0	mm	ASTM D-3574
Total Weight RS / Non-RS	83.0	80.7	oz/sq yd +/-5%	2815	2737
Compression Set	Max. 10%				ASTM D-3574
Compression Deflection	7 Min.	25 max	lbs/sq inch @ 25%	492	1758
Powerbond Condensed Cushion				6 ft. 1.8 m	
Cushion Backing	Closed-Cell Cushion				
Heterogeneous Construction	No Delamination per ASTM D-3936				
Cushion Weight	25.5	oz/sq yd	864	g/sq m	ASTM D-3574
Cushion Density	33	lbs/cu ft	529	kg/cu m	ASTM D-3574
Cushion Thickness	0.065	inch	1.7	mm	ASTM D-3574
Total Weight RS / Non-RS	73.4	70.7	oz/sq yd +/-5%	2490	2398
Compression Set	Max. 10%				ASTM D-3574
Compression Deflection Min	29	lbs/sq inch @ 25%	2039	g/sq cm	ASTM D-3574



Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Snratatec® Patterned Loop		
Gauge	5/64	50.4 rows/10 cm	
Stitches per Inch	9.7	38.2 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	124.16 tufts/sq in	19.2 tufts/sq cm	
Pile Height Average	0.187 inch	4.7 mm	ASTM D-418, Sec. 12
Pile Thickness	0.124 inch	3.1 mm	ASTM D-418, Sec. 10
Density Factor	6.387 oz/cu yd	236.3 kg/cu m	UM44D
Fiber System	Antron® Legacy Nylon		
Dye Method	50% Solution Dyed / 50% Yarn Dyed		
Soil/Stain Protection	Ensure	10.7 Kilotex	
Primary Tufting Substrate	Synthetic Non-Woven		
Pattern Repeat	N/A		

Color Line

43001 Burrenut	43007 Arbor Rose	43013 Jacob's Pillow
43002 Crabtree Cottage	43008 Chambery Inn	43014 Appleton House
43003 October Mountain	43009 Windflower	43015 Arrowhead
43004 Blantyre	43010 Onota	43016 Savoy
43005 Taconic Trail	43011 Bash Bish Falls	43017 Tanglewood
43006 Devonfield	43012 Mill Pond	

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 60 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Environmental Impact	No antimicrobials added to product(US EPA Registered Pesticides)	

Installation

Factory Applied	RS Adhesive System - Full Coverage Microencapsulated Tackifier (peel & stick)
Wet Spread	Backing specific Tandus Adhesives
Installation Method	Monolithic

Third Party Environmental Certification:

Recycled Content	ER3 Modular Tile, Flex-Aire Cushion Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
NSF-140 Platinum	ER3 Modular Tile, Powerbond ER3 Cushion, Powerbond ethos Cushion
CRI Green Label Plus Certification	All Tandus products

Product Notes

- Recycled Content has been third party certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
Powerbond ethos™ Cushion Products: 36 - 52%; Min. 10% post consumer.
Powerbond ER3® Cushion Products: 39 - 52%; 10% post consumer.
ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
Flex-Aire™ Cushion Tile Products: 15% - 26%
- Products have received the following NSF-140 2007 Certifications:
Powerbond ethos™ Products: Platinum (NSF-140)
Powerbond ER3® Cushion Products: Platinum (NSF-140)
ER3® Modular Tile Products: Platinum (NSF-140)
- C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in this process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

For additional information please visit www.tandus.com/warranties, www.tandus.com/maintenance, or www.tandus.com/specifications

311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 tandus.com

	IMPERIAL	METRIC	TEST METHOD
Modular Tile: 15 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zipping & backing resiliency loss.			
ER3® Modular Tile	CRI Green Label Plus GLP1366		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)		
Secondary Backing	100% Recycled Content with Tru Bloc (Barrier System)		
Intermediate Layer	Fiberglass Reinforced Sealant		
Product Construction	No Delamination per ASTM D-3936		
Secondary Backing Density	65 lbs/cu ft	1041 kg/cu m	
Secondary Backing Thickness	0.087 inch	2.2 mm	
Total Weight RS / Non-RS	134.5 oz/sq yd +/-5%	4561 g/sq m	
Total Product Recycled Content	50.9% Pre-Consumer: 40.9%	Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum		
Flex-Aire™ Cushion Tile	CRI Green Label Plus GLP6558		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)		
Secondary Backing	Fiberglass Reinforced Composite Closed Cell Cushion		
Intermediate Layer	Fiberglass Reinforced Sealant		
Product Construction	No Delamination per ASTM D-3936		
Cushion Weight	35.5 oz/sq yd	1203 g/sq m	ASTM D-3574
Cushion Density	18.5 lbs/cu ft	296 kg/cu m	ASTM D-3574
Cushion Thickness	0.156 inch	4.0 mm	ASTM D-3574
Total Weight RS / Non-RS	123.1 oz/sq yd +/-5%	4174 g/sq m	
Total Product Recycled Content	18.3% Pre-Consumer: 18.3%	Post-Consumer: n/a	
Compression Set	Max. 10%		ASTM D-3574
Compression Deflection	5 Min. 25 max lbs/sq inch @ 25%	352 g/sq cm	ASTM D-3574
Conserv™ Modular Tile	CRI Green Label Plus GLP4173		
Product Size	24" x 24" Tile (18" x 18" and 36" x 36" also available)		
Secondary Backing	Thermoplastic Polymeric		
Intermediate Layer	Fiberglass Reinforced Sealant		
Product Construction	No Delamination per ASTM D-3936		
Secondary Backing Density	120 lbs/cu ft	1922 kg/cu m	
Secondary Backing Thickness	0.041 inch	1.0 mm	
Total Weight	101.2 oz/sq yd +/-5%	3432 g/sq cm	
Powerbond: 25 year non-prorated limited warranty against excessive surface wear, static, delamination, edge ravel, zipping & backing resiliency loss.			
Powerbond ethos™ Cushion	CRI Green Label Plus GLP6558		
Product Size	6 ft.	1.8 m	
Cushion Backing	76% Recycled Content Closed Cell Cushion		
Heterogeneous Construction	No Delamination per ASTM D-3936		
Cushion Density	32 lbs/cu ft (min.)	513 kg/cu m	
Cushion Thickness	0.100 inch	2.5 mm	
Total Weight	93.0 oz/sq yd +/-5%	3154 g/sq m	
Compression Set	Max. 10%		
Compression Deflection Min.	29 lbs/sq inch @ 25%	2039 g/sq cm	
Total Product Recycled Content	40.5% Pre-Consumer: 30.5%	Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum		
Powerbond ER3® Cushion	CRI Green Label Plus GLP6558		
Product Size	6 ft.	1.8 m	
Cushion Backing	98% Recycled Content Closed Cell Cushion		
Heterogeneous Construction	No Delamination per ASTM D-3936		
Cushion Density	28.5 lbs/cu ft	457 kg/cu m	
Cushion Thickness	0.125 inch	3.2 mm	
Total Weight RS / Non-RS	110.9 oz/sq yd +/-5%	3761 g/sq m	
Compression Set	Max. 10%		
Compression Deflection	7 Min. 25 max lbs/sq inch @ 25%	492 g/sq cm	
Total Product Recycled Content	42.5% Pre-Consumer: 32.5%	Post-Consumer: 10%	
Third Party Certification NSF-140	Platinum		
Powerbond Cushion	CRI Green Label Plus GLP6558		
Product Size	6 ft.	1.8 m	
Cushion Backing	Closed-Cell Cushion		
Heterogeneous Construction	No Delamination per ASTM D-3936		
Cushion Weight	35.5 oz/sq yd	1203 g/sq m	ASTM D-3574
Cushion Density	18.5 lbs/cu ft	296 kg/cu m	ASTM D-3574
Cushion Thickness	0.156 inch	4.0 mm	ASTM D-3574
Total Weight RS / Non-RS	85.0 oz/sq yd +/-5%	2883 g/sq m	
Compression Set	Max. 10%		ASTM D-3574
Compression Deflection	7 Min. 25 max lbs/sq inch @ 25%	492 g/sq cm	ASTM D-3574
Powerbond Condensed Cushion	CRI Green Label Plus GLP6558		
Product Size	6 ft.	1.8 m	
Cushion Backing	Closed-Cell Cushion		
Heterogeneous Construction	No Delamination per ASTM D-3936		
Cushion Weight	25.5 oz/sq yd	864 g/sq m	ASTM D-3574
Cushion Density	33 lbs/cu ft	529 kg/cu m	ASTM D-3574
Cushion Thickness	0.065 inch	1.7 mm	ASTM D-3574
Total Weight RS / Non-RS	75.4 oz/sq yd +/-5%	2557 g/sq m	
Compression Set	Max. 10%		ASTM D-3574
Compression Deflection Min.	29 lbs/sq inch @ 25%	2039 g/sq cm	ASTM D-3574



Certified to Standard NSF-140
SCS GLOBAL CERTIFICATION SYSTEMS
800-368-1376



Certified to Standard NSF-140
SCS GLOBAL CERTIFICATION SYSTEMS
800-368-1376



Certified to Standard NSF-140
SCS GLOBAL CERTIFICATION SYSTEMS
800-368-1376

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 6, 2009

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

All contact should initially go through the Tandus State of Michigan Account Executive, Elyse Gardner. Elyse can be reached at (248) 346-8733 or egardner@tandus.com.

The item listing has been revised to include the alternate self adhesive field carpet, Runaway with RS at \$20.05 a sq. yd. PLEASE NOTE: All items on the item listing have been re-numbered. Please refer to the attached revised item listing.

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

AUTHORITY/REASON:

Per vendor request and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$6,000,000.00

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING
Page 1 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	17,603	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sentinel II</u> Packaging: 6.67 yds per carton Current list price: \$ 38.30 % discount off list: 51.25% \$ 18.67 per square yard	<u>\$18.67</u>	<u>\$328,648.01</u>
2.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 41.65 % discount off list: 54.45% \$ 18.97 per square yard	<u>\$ 18.97</u>	<u>\$0</u>
3.	N/A	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$54.90 % discount off list: 53.3% \$ 25.64 per square yard	<u>\$25.64</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 2 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.	487	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Sentinel II with RS</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$39.30</p> <p>% discount off list: 49.75%</p> <p><u>\$19.75</u> per square yard</p>	<u>\$19.75</u>	<u>\$9,618.25</u>
5.	N/A	Sq. Yd	360-70-10	<p>ALTERNATE Carpet Tiles; 24" x 24"; Self Adhesive; Field Carpet per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Runaway with RS</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$42.66</p> <p>% discount off list: 53%</p> <p><u>\$20.05</u> per square yard</p>	<u>\$20.05</u>	<u>\$0</u>
6.	72	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Self Adhesive; Solid Color (for use as a border); per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Plex Accts II</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$55.90</p> <p>% discount off list: 52.20%</p>	<u>\$26.72</u>	<u>\$1,923.84</u>

APPENDIX B
"REVISED" CARPET TILE ITEM LISTING

Page 3 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
7.	N/A	Sq. Yd	360-70-10	<p>Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Luminaire II</u> Packaging: 6.67 yds per carton Current list price: \$34.36 % discount off list:40.6%</p> <p>\$ 20.42 per square yard</p>	<u>\$20.42</u>	<u>\$0</u>
8.	N/A	Sq. Yd	360-70-10	<p>ALTERNATE Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Guardian A+</u> Packaging: 6.67 yds per carton Current list price: \$36.25 % discount off list:46.65%</p> <p>\$19.34 per square yard</p>	<u>\$19.34</u>	<u>\$0</u>
9.	N/A	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$54.00 % discount off list: 51.6%</p> <p>\$ 26.13 per square yard</p>	<u>\$ 26.13</u>	<u>\$0</u>

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING

Page 4 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
10.	1,045	GL	360-70-10	<p>Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-EX</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 80.99</u>	\$84,634.55
11.	1,580	GL	360-70-10	<p>Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile. per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-46E</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 96.87</u>	\$153,054.60
12.	78 (1 year usage)	GL	360-70-10	<p>Sealant/Primer; Pail per the Manufacturer's specification Primarily used for installing carpet tiles over old VCT tiles Manufacturer: <u>Tandus</u> Product name: <u>C-36</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 54.42</u>	\$ 4,244.76

APPENDIX B
“REVISED” CARPET TILE ITEM LISTING
Page 5 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
13.	88,583	Lineal Foot	360-70-10	Vinyl (Cove Base and transition pieces) 1/8 gauge per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 2.19*</u>	\$193,996.77*
14.	102,833	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus (Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400</u> Lineal ft Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 3.30*</u>	\$338,320.57*

*Price includes installation charges

The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

September / 11 / 2008

Please note that the estimated usage figures indicated above are based on historical information. The State is not obligated to purchase in these or any other quantities. The State expects pricing on each item to reflect similar percentage discounts off list.

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

April 8, 2009

**NOTICE
 OF
 CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And**

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 Carpet Tiles and Related Services - Statewide	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

The terms and conditions of this Contract are those of ITB No. 071I9200036, this Contract Agreement and the vendor's quote dated December 15, 2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$6,000,000.00

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

**CONTRACT NO. 071B9200174
 between
 THE STATE OF MICHIGAN
 And**

Fax: 866-708-9375

NAME & ADDRESS OF CONTRACTOR Tandus US, LLC 311 Smith Ind Blvd PO BOX 1447 Dalton, GA 30722-1447 Email: egardner@tandus.com	TELEPHONE: 248.346.8733 Elyse Gardner CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 373-1455 Laura Gyorkos
Contract Compliance Inspector: Jim Clark (517) 241-4495 <p style="text-align: center;">Carpet Tiles and Related Services - Statewide</p>	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: March 18, 2009 To: March 17, 2014	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">52 Days ARO</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">Dalton, GA</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</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 No. 07119200036, this Contract Agreement and the vendor's quote dated December 15, 2008. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$6,000,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07119200036. Orders for delivery will be issued directly by State Departments and MiDEAL members through the issuance of a Purchase Order Form.

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

FOR THE CONTRACTOR: <p style="text-align: center;">Tandus US, LLC</p> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature Leonard F. Ferro</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	FOR THE STATE: <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Anthony DesChenes, Director</p> <hr/> <p style="text-align: center;">Name/Title Commodities Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations**

**Contract No. 071B9200174
Carpet Tiles and Related Services - Statewide**

Tandus US, LLC

Buyer Name: **Laura Gyorkos**
Telephone Number: **517-373-1455**
E-Mail Address: **gyorkosL@michigan.gov**

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ATTACHMENTS:

Appendix A: Specifications/Installation Instructions/Cleaning Instructions

Appendix B: Carpet Tile Item Listing

Appendix C: Carpet Tile Services Pricing

Appendix D: State of Michigan – Agency Procurement Listing

Appendix E: State of Michigan Zone Map

Appendix F: Requirements of Michigan Public Act 166 of 1965, Prevailing Wages on State Projects

Appendix G: Overtime Provisions for Michigan Prevailing Wage Rate Schedule

Appendix H: Official 2008 Prevailing Wage Rates

– Carpenter

– Laborer

Appendix I: State Established Standards

Appendix J: Addendum #1 – Bidder Questions and Answers

Appendix K: Clarification Questions for Tandus

Appendix L: Product Warranty

Appendix M: Labor Warranty

Appendix N: LEED Chart

Appendix O: Delivery Timeframes by Product Line

DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” has the meaning given in **Section 2.093**.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DMB” means the Michigan Department of Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.214**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This contract is for **Carpet Tiles and Related Services** for all State agencies and MiDEAL members.

1.012 Background

In 1999, the State established a comprehensive (turn-key) contract for carpet tile that also included all appropriate services, when needed. This approach has proven to be successful for the State of Michigan and will continue with the new contract.

1.020 Scope of Work and Deliverables

1.021 In Scope

This contract is for Carpet Tiles and all related services including, but not limited to, floor preparation and installation services.

The State may in some instances only order carpet tiles, since many departments have staff available for installation. However, the contractor will be expected to manage the entire project when carpet tiles and installation is required by a department. The State expects to make one contract, issue one purchase order, and make one payment for the entire project, including carpet and installation when necessary. (Please note that once a contract is established, 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.)

Locations to be serviced include all State properties, owned or leased. Prevailing wage rates apply to all services performed in State owned or leased facilities.

1.022 Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A. Product Quality/Specifications

Please note that all carpet tiles offered to the State on this contract **MUST** be a standard product (running line) currently offered by the contractor, not a special product manufactured just for the State of Michigan. There are specifications for gauge, stitches per inch, pile height, face weight, or total weight specified in **Appendix A**.

All quality characteristics associated with the carpet tiles offered on this State, such as yarn content (fiber) used, gauge, stitches per inch, pile height, face weight, total weight, color selection (for both standard carpet tiles and tiles to be used for borders), availability of both standard and self adhesive versions, availability of solid colors (for use as a border), availability of vinyl cove base and glue, and wearability are located in Appendix A.

Tandus' high performance (high traffic) product selections offered to the State of Michigan are standard products. Some of the benefits and attributes of the carpet tile backings offered are:

ER3® Carpet Tile

- Standard backing for all C&A Tile
- ER3® backing is manufactured through Tandus' Infinity Initiative Program, the industry's first closed loop (carpet-into-carpet)
- Industry's first and only 100% recycled content
- Recycled content for LEED™ certification
- Recycled Content is third-party certified by Scientific Certification Systems



- Since 1994, Tandus has not used virgin polymer.
- Tandus has recycled over 130,000,000 pounds waste carpet, saving it from incineration or landfill.
- Certified Platinum Environmentally Preferable Product and California Platinum, per NSF-140 and California Gold Standards, respectively
- Modular design for use with systems furniture and access flooring
- 100% recyclable - Sustainability Warranty that 100% will be recycled and not land filled, incinerated or used for energy recover or disposed of in any other way
- Low Volatile Organic Compounds
- Complies with CRI Green Label Plus standard

Conserv™

- Reduced environmental footprint - uses less total material than standard tile products potentially saving over 5 million pounds of material annually
- Carries the same level of quality, performance, durability and warranty as standard carpet tile products
- 100% recyclable - Sustainability Warranty that 100% will be recycled and not land filled, incinerated or used for energy recover or disposed of in any other way
- Low Volatile Organic Compounds
- Meets CRI Green Label Plus standard and GSA performance requirements
- Easier to move, cut and handle
- More efficient transport – Conserv weighs 25% less than standard carpet tile products allowing more carpet to ship per truckload

Primary Offerings:

Field Carpet - Sentinel II – ER3

Solid Color - Plexus Accents II – ER3

High Traffic Carpet - Luminaire II – ER3

Walk-Off Mat - Abrasive Action – ER3

Alternate Offerings:

Field Carpet – Runaway – ER3

High Traffic Carpet - Guardian A+ - ER3

B. Delivery Capabilities

CARPET TILES

1. Standard Delivery Program

Tandus is a “made-to-order” manufacturer. Standard production lead time for proposed products is from **four (4) to six (6) weeks** upon receipt of a purchase order to the time of shipment. Additional shipping time of 3-10 days should be allowed to ship material via independent freight carriers to destination. Approximately 52 Calendar Days.

Tandus will ship to the locations as designated on the State Agency’s purchase order. The Tandus’ **Single Point of contact, Susan Bridges**, Source One Coordinator, will communicate and coordinate with the State to ship the material direct to the local sub-contractor, Lansing Tile & Mosaic, Inc., when installation is required, direct to the job site, just in time, or to the State-owned warehouse to meet the State’s schedules.

When required, the Tandus installation partner is willing to store material on a short-term basis at no additional cost should a project be delayed. The installation partner is also willing to store small amounts of inventory for longer periods of time to facilitate immediate delivery to a project site on an as needed basis at the rates outlined in Appendix “C”.



2. Quick Ship Delivery Program

Tandus will accept purchase orders via US mail, Facsimile, or Email. A confirming hard copy is not required for faxed or emailed Purchase Orders.

3. Premium Delivery Program

All orders shall be shipped directly to the department submitting the order at the address indicated on the individual Purchase Order. The billing address for a particular order will also be indicated on the individual Purchase Order.

To accommodate the State for deliveries on evenings, weekends, and state holidays at no additional cost, Tandus would prefer to ship the carpet material to its local sub-contractor's warehouse for delivery as needed to meet the State's schedules.

4. Delivery/Short Term Storage

The Contractor must be committed to providing the maximum flexibility for scheduled delivery of product when required by the State. This may involve the Contractor to closely monitor the project and to communicate on regular basis with the State, specific to the scheduling of carpet tile delivery and installation. This may also involve the Contractor to participate in State construction meetings, to provide shorter delivery lead times, to provide compressed manufacturing times, and to provide for either delay of product delivery or to provide "short term" storage up to a minimum of seven (7) calendar days or agreed upon timeframe at no cost to the State, when a building for a certain project is not ready for carpet to be received. The timeframe shall begin from the date the product is scheduled to be received at the specified location. The goal for this Contract is to provide for a JUST IN TIME (JIT) delivery process, as deemed possible.

Susan Bridges, the Tandus Source One Account Coordinator, will communicate with all parties, including the State Facility, its local installation partner, and the Tandus Customer Service/Manufacturing Facility to make sure that all time frames are on schedule and will coincide with the delivery and installation as required by the State.

Should a project be delayed, Tandus will hold the material at its facility for an agreed upon amount of time at no additional cost, and when required, the Tandus installation partner may store material on a short-term basis at no additional cost. The installation partner is willing to store inventory for longer periods of time to facilitate immediate delivery to a project site on an as needed basis. Longer term storage is available at the rates outlined in Appendix "C".

5. Delays and/or Late Shipment/Deliveries

- a. Timely delivery in accordance with the terms and conditions of this Contract is essential to the accomplishment of the mission of the Department of Management and Budget and the agencies it supports.
- b. The Contractor shall immediately notify the customer and the Department of Management and Budget in writing if any situation delays or threatens to delay the timely performance of any order. The notification shall include the Contractor's best possible delivery time for the state's approval. If the state does not approve the alternate delivery date (s) (with or without obtaining consideration from the Contractor), the state shall have the right to cancel the order (s) in whole or in part without further liability on the state's part. The state also has the right to purchase the goods elsewhere and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's unacceptable delivery date (s).
- c. If unapproved late deliveries are made, the state may cancel the order (s) in whole or in part, purchase the goods elsewhere, and/or hold the Contractor accountable for all damages and direct costs resulting from the Contractor's failure to deliver on schedule. Acceptance of a late delivery by the state shall not constitute a waiver of the state's claim for any damage that the late delivery may have caused.



The Tandus' Source One® contact, Susan Bridges, will be responsible for order tracking from placement to successful completion. Susan will communicate with all parties (The State, the Sub-contractor, Tandus Manufacturing, Freight carriers) to be aware of any changes in either the project schedule or manufacturing scheduling. If delays of any type occur at any point in the schedule, Susan will communicate these to all parties, and adjust schedules as needed.

C. Service Capabilities

It is the State's expectation 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.

The State still retains the right to utilize other vendors for any services included on this contract, if it is determined to be in the best interest of the State.

If in the event the contractual installer is not performing up to the State's satisfaction, the State reserves the right to remove the installer and/or specified subcontractors from servicing the contract. The removed contractor will be responsible for any costs incurred due to unsatisfactory performance.

1. Standard installation program and services.

Source One® is dedicated to quality project management by providing accurate and timely quantity estimates, proposals, materials handling and installation. Source One® will partner with the best local installation firms and dealers to assure the State of a quality floorcovering project completed on time. For the State of Michigan contract, Tandus has chosen Lansing Tile & Mosaic, Inc. to sub-contract work through its in-house installation services department.

Although Tandus, working through its installation partner or dealer on these projects, has provided a cost to coordinate and schedule any work that needs to be done in conjunction with carpet installation. Tandus is not an agent of, and has no responsibility for any third party who may provide any services outside of the Tandus' proposed scope of work contracted with the State. This would include, but not be limited to, any work performed by third parties such as furniture, electrical or IT companies where Tandus may be coordinating the scheduling of the flooring projects. Tandus accepts no responsibility, in whole or in part, for loss, damage, or injury to persons or property whatsoever, caused by the third-party subcontractors who have contracted separately with the State to perform this work. It is Tandus' endeavor to provide the highest quality of project coordination services and carpet installation to the State, with the greatest ease possible. Tandus looks forward to being able to facilitate this with regard to all parties involved.

SOURCE ONE® PROCESS

Tandus provides a complete "one-source contract" to assume full responsibility for all carpet, resilient and installation labor. Tandus delivers this with a dedicated team approach. The Tandus Account Executive directs all customer activities and works closely with the Source One® department to deliver professional project planning and implementation. As a service department of Tandus, Source One® establishes a dedicated account coordinator, estimators and certified installation partners to coordinate all steps in the floorcovering sales, installation and maintenance process.

Source One's "Turn-Key" Services include, but are not limited to:

- Managing effective communication between all project participants
- Assuring Quality installation procedures
- Scheduling all elements of the project for timely delivery and implementation
- Supervising a national network of trained and certified contractors and installation partners
- Managing all jobsite scope of work to include furniture moving, furniture lift, old floorcovering removal, recycling where possible, floor preparation and installation.

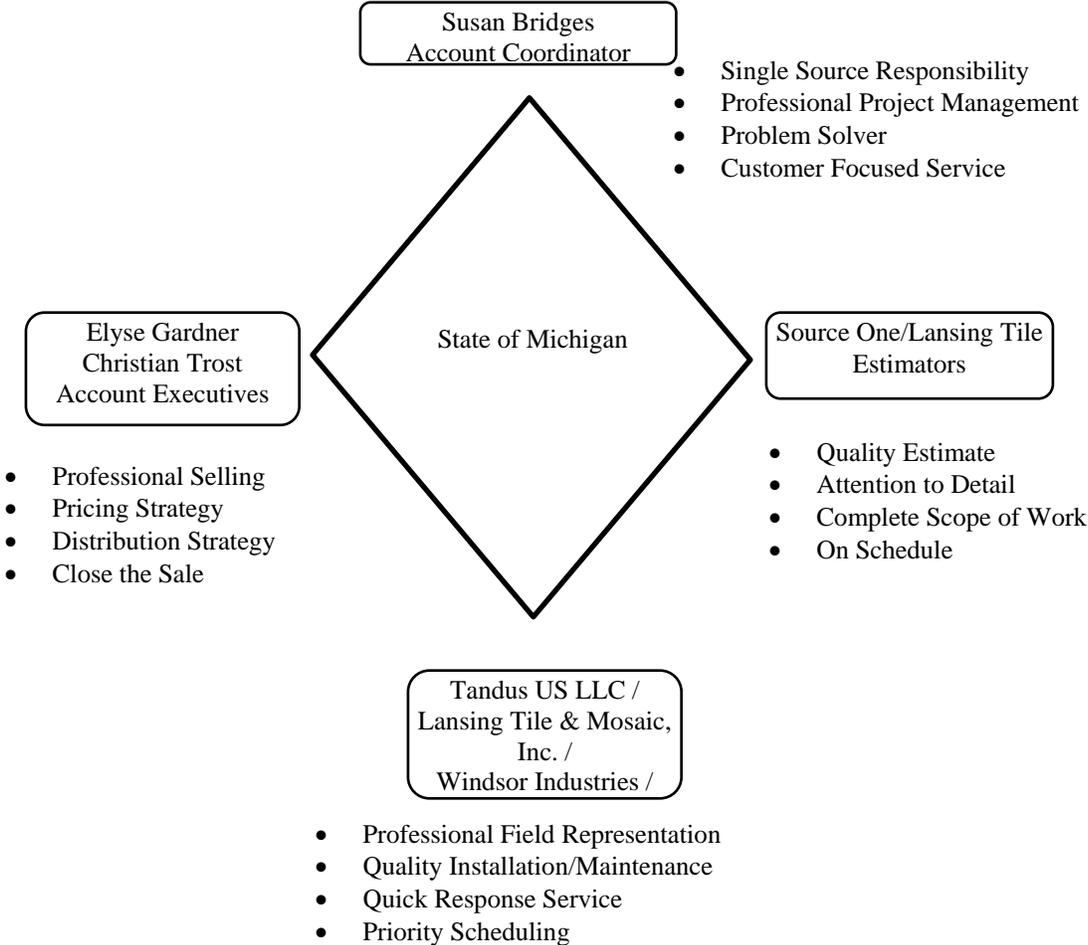


- Producing periodic account status reports
- One Source Responsibility
- Complete Estimating Service
- Seam Diagrams for Carpet & Resilient Layout
- Accurate Proposal
- Processing of Purchase Order
- Expediting Material Orders and Shipping
- Turnkey Project Management
- Modular Systems Lifting
- Resilient Material & Labor may be included with carpet
- Quick Response to Punch List or problems
- Maintenance
- Warranty

The Tandus Source One® Account Coordinator is the single resource responsible for every aspect of the floorcovering project.

Tandus service provides maintenance training and consultation after the installation. As a partnered service (MAPS), Tandus will design and coordinate the delivery of maintenance program customized for the end user.

SOURCE ONE® KEY TO SUCCESS



Teamwork is the key to successful project management of a floorcovering installation. Source One® ensures that each party involved in the project contributes to its overall success.



SOURCE ONE® ADVANTAGES

1. Total Responsibility
 - Entire flooring project from Source One®
 - One source responsible for material and labor
 - Ensure purchases adhere to State of Michigan specifications
 - No finger pointing/no excuses

3. Guaranteed Tandus Quality
 - Comprehensive warranty on material
 - Single source warranty on installation
 - Source One® responsible for all material and labor

4. Quick Response Service
 - Advanced, computerized estimating - quick turn around
 - Account Coordinator assigned to each account
 - Quick response to production, shipping, or scheduling questions

5. Professional Project Management
 - Coordination of ordering, shipping, handling and installation of materials
 - Certified and trained installers
 - Seam diagram and material lay-out for accurate installations
 - Handling of changes and claims

6. Cost Savings
 - Reduce/eliminate third party markup
 - Pass-through savings on ancillary products (i.e. resilient, base, labor etc.)
 - Source One® single source responsibility

7. Peace of Mind
 - One purchase order for all materials and labor
 - Problems resolved professionally and quickly

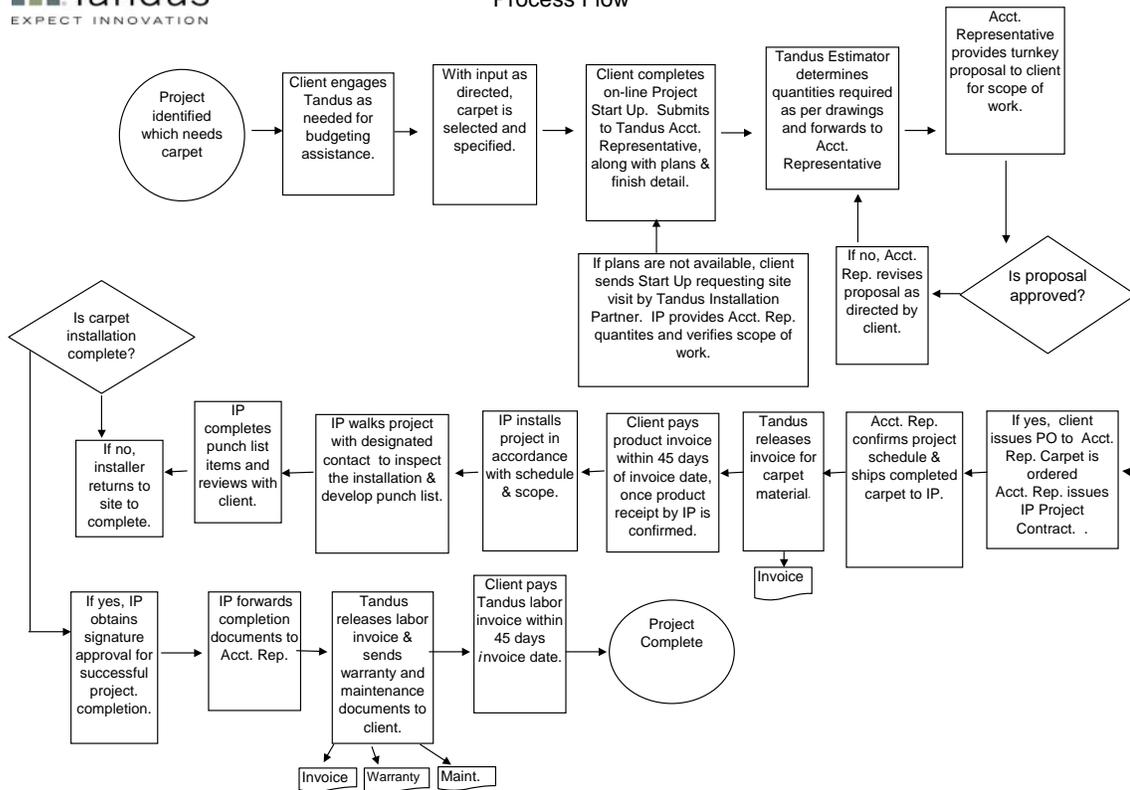
2. Verification of project specifications, final walk-through, coordination with other contractors on a particular project

The initial contact for a potential project will be Susan Bridges, Source One Account Coordinator. Susan will then contact Lansing Tile & Mosaic, Inc. and request that Chris Ruehle, State contract Coordinator & Project Manager or his designated representative(s), meet with the State project manager for the upcoming project to determine the scope of work, do a site inspection, and prepare estimates for materials needed. Chris or his designated representative will then communicate the statement of work for the project to Susan Bridges, who in turn will prepare a quotation for the State facility to approve and use for preparation of an appropriate purchase order for materials. When the purchase order is received by Susan, she will verify the validity of the order and the order will be entered, tracked, and shipped as requested. Susan will arrange installation services/scheduling through Lansing Tile & Mosaic, Inc., if required, or ship material only to the project sites to be installed by State personnel.

The Tandus' chosen subcontractor, Lansing Tile & Mosaic, Inc., will be available to attend all project meetings, physical inspections, take-offs, coordination of final walk-through and project completion as directed by Susan Bridges, Source One Account Coordinator. In addition, Lansing Tile and Mosaic and Susan Bridges, Source One Account Coordinator, will communicate with regard to outside contractors and scheduling to be sure that the other trades do not interfere with the completion of the carpet installation schedule. Below is the process flow map that is followed for each Source One project.



Tandus Turnkey Process
Process Flow



3. Single point of contact to service the entire state.

Tandus' Source One Services department will be responsible for the successful implementation of the contract, and complying with all terms and conditions.

The Tandus single point of contact will be:

Susan Bridges, Source One Account Coordinator
 Tandus US LLC
 1735 Cleveland Hwy
 Dalton, Georgia
 Tel. 706-259-2654
 Voice Mail: 800-241-4902, ext 2654
 Email: sbridges@tandus.com

Susan will coordinate all State of Michigan projects with its chosen sub-contractor, Lansing Tile & Mosaic, Inc. Lansing has performed work for state facilities for the state of Michigan. Lansing Tile & Mosaic is familiar with the State's processes and requirements and all work will be performed by employees of Lansing Tile & Mosaic.

4. Installation program for accelerated projects.

Tandus will react wherever and whenever as needed following its project flow. Susan Bridges will be working directly with Chris Ruehle of Lansing Tile and Mosaic, to coordinate and plan each individual project to meet and exceed the State of Michigan's expectations for completion. The statement of work for the accelerated project will determine what services will be included.

Lansing Tile & Mosaic, Inc. is able to provide lift services for systems furniture as needed, and will provide a checklist for each associate to assist in preparing for preparing State personnel's work area and personal items for the carpet installation.



5. Removal Process - The contractor must dispose of the flooring as instructed. All rates shall include prevailing wage. Prevailing wage rates will be defined on a per project basis.

Removal of existing flooring products varies from property to property. Labor rates will be charged in accordance with Prevailing Wage Rates. Tandus/Lansing Tile are prepared to remove any product successfully. Lansing Tile & Mosaic, Inc. will evaluate and determine what is needed to remove the old carpet and will use approved removal methods. If the old vinyl-backed carpet is still intact after removal, it may be collected and palletized for return to Dalton, Georgia for recycling in its Closed Loop Recycling Process.

ATTENTION: NO USED CARPET SHALL BE DISPOSED OF IN A LANDFILL.

FLOORE Closed Loop Recycling Program: All used carpet removed must be sent to State Surplus. Should recycling be necessary, State surplus will coordinate recycling through Tandus. Tandus will pay for freight costs on transporting a full semi-load of used pre-approved vinyl back carpet to their facility in Georgia to be recycled. However the State is responsible for the storage costs of the used carpet until the semi is full.

6. Floor Preparation - All rates shall include prevailing wage. Prevailing wage rates will be defined on a per project basis.

Minor/Minimal floor preparation is where the floor, after carpet removal, requires only checking the moisture/ph of the floor, sweeping, filling small holes, and priming the surface to accept the new carpet. Costs are included in the standard floor preparation costs in Appendix C. Costs are charged in accordance with Prevailing Wage Rates.

7. Excessive Floor Preparation – The contractor is to include floor leveling services in this service. All rates shall include prevailing wage. Prevailing wage rates will be defined on a per project basis.

Excessive floor preparation will be performed where existing adhesive removal, patching and floor leveling are necessary. In many instances, the application of Ardex will be necessary for a smooth and professional installation. This application will be completed under the strict guidelines of the manufacturer’s approved recommendations. The initial application of Ardex is a topping treatment. If additional floor “leveling” is necessary, this will be discussed, quoted, and implemented in coordination with the State of Michigan designated project manager. All excessive floor preparation will require a change order/purchase order from the State before any work will be completed. All rates quoted are in accordance with Prevailing Wage Rates.

8. Installation – The contractor’s installation process shall adhere to the manufacturer’s recommended manufacturer’s installation guidelines. All rates shall include prevailing wage. Prevailing wage rates will be defined on a per project basis.

Lansing Tile & Mosaic, Inc. not only utilizes the manufacturer’s installation guidelines, but also makes recommendations to the manufacturer and works closely with the manufacturer’s technical service department to ensure the best possible installation procedures. Only the recommended adhesives and substrate preparation will be used. See the Manufacturer’s detailed installation instructions in the Appendix A – Specifications. In addition, Tandus has an Installation Services Technical Department available to provide technical assistance with regard to site conditions as needed.

9. Cleaning

- a. The contractor’s standard cleaning process at a minimum shall adhere to the manufacturer’s installation guidelines. All rates shall include prevailing wage. This is an optional service and the State is not required to utilize this service.

For cleaning instructions, please refer to Appendix A.



- b. Rates for cleaning services are included in Appendix C. The manufacturer’s standard cleaning process at a minimum shall adhere to the manufacturer’s guidelines. All rates shall include prevailing wage. Since cleaning and maintenance requirements will vary by State of Michigan facility, Tandus recommends that these services be quoted on a facility-by-facility basis through its approved Maintenance Partners who regularly provide these services.

Cleaning services quoted in Appendix C will be charged according to Prevailing Wage Rates.

10. Estimated time frames for an installation of the contractor’s product.

Installation Conditions: 45' x 45'
 Open Space Floor Plan
 Standard Floor Preparation
 Install procedures - monolithic

This may be used as a benchmark in this contract.

Number of hours to complete the installation based on the example above: **4 Hours**

Susan Bridges, Source One Account Coordinator, and Chris Ruehle of Lansing Tile & Mosaic, Inc. will work with the State of Michigan facilities to coordinate time frames necessary for the installation of office system furniture and telecommunication access. Where necessary, Tandus/Lansing Tile & Mosaic, Inc. will coordinate with panel system installation team and commence carpet installation to accommodate desired needs, even if it means phasing projects to accomplish this objective.

11. Oversight of working with Architectural & Engineering (A&E) and State staff to complete projects simultaneously, effectively and within the projected timeframes.

Tandus’ Source One Account Coordinator, Susan Bridges is the State’s single point of contact. Susan will work with the Tandus Account Executives, Elyse Gardner and/or Christian Trost, as well as Casey Flietstra or Chris Ruehle of Lansing Tile & Mosaic, Inc. and other support team members as needed, and will meet with the State of Michigan Architectural & Engineering and other State staff to ensure that communication and implementation for all project timelines are met to ensure a seamless project plan for completion of multiple projects simultaneously and on time.

12. Back-up plan for installation services in the event that the primary installer is unable to complete the project by the specified timelines.

Tandus/Lansing does not expect any situation where a backup installer may be necessary. However, should a situation arise where additional or different installers are required, the Tandus’ Source One® Department works with numerous pre-screened, certified, installation workrooms who could be selected to complete a project(s).

13. Premium Services

Premium Services are defined as services performed on evenings (between 5:00 p.m. and 7:00 a.m.) and weekends (Saturday and Sunday). Premium service charges are only applicable when requested by the State. Premium services are applicable to State holidays which are as follows:

New Year’s Day; Martin Luther King Day; Presidents’ Day; Memorial Day; Fourth of July; Labor Day; Veterans’ Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve Day; Christmas Day; and New Year’s Eve Day



Tandus/Lansing Tile will be available to work evenings, weekends, and on State holidays as necessary. These projects are quoted in Appendix C utilizing the prescribed wage schedules for overtime.

D. Warranty/Service

1. Warranty work shall be performed by a manufacturer certified crew.
2. All colors for Carpet Tiles shall be available and/or compatible for minimum of 10 (ten) years after expiration of the Contract.
3. Tandus warranty for Carpet Tile is 15 years. See the product warranty in Appendix L- Product Warranty.
4. The yarn manufacturer, Invista, offers warranties for its Legacy and Lumena yarn systems.
5. Installation Labor Warranty – Lansing Tile & Mosaic, Inc. will offer a two-year warranty for workmanship with regard to its carpet installation. – See labor warranty in Appendix M - Labor Warranty. Any repair work will be performed on a timely basis, at no additional charge to the State of Michigan.
6. Lansing Tile & Mosaic, Inc. and the Tandus Account Executives (Elyse Gardner and Christian Trost) will assist with any questions or concerns the State of Michigan may have with regard to the product.

E. Environmental Considerations

Tandus has had a Closed Loop Recycling Program, Infinity Initiative, since 1994. Tandus will take back any approved vinyl-backed product, even its competitors' products, to recycle 100% (including the face yarn) into new carpet backing, specifically its ER3 backed products.

Unlike vinyl-back products that Tandus recycles, there is no similar technological system in place for recycling broadloom products and other backing types. However, Tandus does have the ability to manage and partner with others to recycle these products.

Green Initiatives

PRODUCT LINE	OVERALL RECYCLED CONTENT	POST CONSUMER RECYCLED CONTENT	NSF-140/SCAS RATING	CALIFORNIA GOLD RATING
ER3® modular tile RS	30 to 50%	10%	Platinum/EPP	California Platinum
Ethos™ cushion rolls RS	30 to 52%	10%	Platinum/EPP	California Platinum
ER3® cushion rolls RS	30 to 50%	10%	Gold/EPP	California Gold

*Overall recycled content varies by product style

ER3® Modular Tile

ER3 tile products contain 30% to 50% overall recycled content and include 10% post consumer content from recycled carpet. The entire product line is certified as Platinum/EPP (NSF140) and California Platinum (California Gold Standard) by SCS. Additionally, Tandus' ER3 tile has EcoLogo certification in Canada through the TerraChoice

Program.

ER3®C-10 Cushion Roll Goods

ER3C-10 products contain from 30% to 50% overall recycled content and include 10% post consumer content from recycled carpet. Certified as Gold/EPP (NSF140) and California Gold (California Gold Standard) by SCS. Provides a monolithic wall-to-wall moisture barrier, repairable with molecularly bound seams.



ethos™ cushion 100

ethos is the first and only commercial carpet made from polyvinyl butyral (PVB), a non-chlorinated, thermoplastic film recovered from car windshields and safety glass recycling. Total product recycled content ranges from 30-52% and includes 10% post-consumer content. Certified as Platinum/EPP (NSF140) and California Platinum (California Gold Standard) by SCS. Provides a monolithic wall-to-wall moisture barrier, repairable with molecularly bound seams.

Greenhouse Gas (GHG) Inventory

Tandus conducted a Greenhouse Gas (GHG) Inventory for its U.S. operations, which includes Tandus' carpet and yarn manufacturing facilities as well as its showrooms and sales offices. The GHG Inventory was conducted in accordance with the *WRI/WBCSD Greenhouse Gas Protocol for Corporate Accounting* and the *ISO Standard 10464-1*. Additionally, Tandus received third-party verification from ClimateCHECK, a greenhouse gas measurement and management solutions provider. ClimateCHECK verified that Tandus' GHG Inventory report was "without material misstatement and was presented fairly in accordance with the relevant criteria." GHG accounting will be an on-going annual process.

Product Carbon Footprinting

Greenhouse gas life cycle analysis or carbon footprinting was performed on C&A brand product lines utilizing data determined from Tandus' U.S. GHG Inventory. The results were third party verified by ClimateCHECK. The results have enabled Tandus to determine the total greenhouse gas emissions associated with the products' life cycle and allow the associated greenhouse gas emissions to be offset.

Carbonfree Product Offering

Tandus partnered with Carbonfund.org to effectively offset the Greenhouse Gas (GHG) emissions of its products. In working closely with Carbonfund.org, Tandus has taken a very measured approach to ensure that its carbon-free product offering is conducted responsibly through a third party certification process, producing meaningful results in decreasing the overall level of its GHG emissions.

Programs Offered

Waste Reduction and Recycling

FLOORE – The Tandus Carpet Recycling Program

All vinyl backed carpet, regardless of the manufacturer, is 100% recyclable and the company's sustainable warranty guarantees that all carpet returned to Tandus will be recycled in its entirety and that no portion will be landfilled, incinerated (including waste-to-energy) or disposed of in any other way. As long as the State fills a complete semi-trailer with used carpet, there shall be no transportation cost to the State, other than storage fees if stored at the local installer or at a State facility.

C&A's carpet collection / recovery system is a currently operational, in-house, commercial scale, recycling process to recycle postindustrial and post-consumer vinyl-backed carpet. All C&A products are 100% recyclable as defined by FTC guides, including recycled content products. C&A can take back and recycle any product it has ever made as well as any competitive vinyl backed carpet. The company actively recovers carpet and can recycle 100% of a carpet installation utilizing 100% of that material in the production of new carpet. On any given project, one hundred percent of the vinyl-backed carpet can be recycled including rolls, tiles, cut pieces, etc. Neither face fiber type (nylon 6 or 6,6) nor the degree of wear affects a product's recyclability. Product components are not separated prior to recycling. Everything returned to C&A is closed-loop recycled back into floorcovering products, including face fiber, backing, intermediary components and adhesives. The closed-loop process can be repeated over and over, so that carpet need never become waste.

FLOORE Closed Loop Recycling Program: All used carpet removed must be sent to State Surplus. Should recycling be necessary, State surplus will coordinate recycling through Tandus. Tandus will pay for freight costs on transporting a full semi-load of used pre-approved vinyl back carpet to their facility in Georgia to be recycled. However the State is responsible for the



storage costs of the used carpet until the semi is full.

Retrieve™ A Sample Recovery Program

The Retrieve program recovers physical product samples and sample folders from customers in the marketplace. Tandus guarantees that samples and folders returned will be recycled or reused. The company provides packaging and shipping labels and used physical product samples and sample folders can be returned by calling Tandus' Customer Service Department at 800-248-2878. The Retrieve program accepts all product samples and folders from its Monterey, Crossley and C&A brands as well as competitors carpet samples of like composition. Architectural product folders are returned to the nearest Tandus showroom for reuse. Bulk product samples are returned to Dalton. Current styles are re-shelved and obsolete styles are recycled.

Green Sample Books by Tandus

The Green Sample Book is an innovative reinvention of the traditional carpet sample book. It applies the advantages of digital sampling to running line products from Monterey, Crossley and C&A, the three brands united by Tandus. Tandus recognizes designers' need for removable swatches as an important part of the creative process and developed the books to enable and encourage it. While the books utilize a feeler swatch for the tactile experience, traditional carpet color swatches are replaced with High Resolution Digital Simulation (HiRezDS) pads. Each pad contains 25 individual HiRezDS sheets. The sheets are digitally modeled carpet styles matched to the yarns in the physical product. Designed to narrow down color choices, sheets can simply be peeled off for use on a project or desktop and the book remains intact. As designers move closer to a final color choice and sign-off, they can request larger physical samples.

Photo packs and pads are printed on Forest Stewardship Council (FSC) certified paper and are 100% recyclable. Green Sample Books are designed so depleted pads can easily be reordered and replaced – extending the shelf life of the books. A HiRezDS paper sample requires 95% fewer resources than producing a carpet sample. And not only does the book weigh less than 50% of a traditional architect folder, but it takes up to 50% less shelf space. Resources conserved by not manufacturing carpet samples are significant and an estimated 100,000 yards in swatching material is saved annually.

2. Please note that the contractor is encouraged to offer products containing recovered materials suitable for the intended use. By doing so, the contractor warrants the product(s) as at least functionally equivalent to the contract specifications. "Recovered material" is defined as post-consumer waste (any product 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 as in wastes generated after completion of a manufacturing process that would normally not be reused).



Tandus is offering its ER3 tile recycled content products.

Below is a chart indicating the recycled content of each product offered.

**Tandus Product Offerings
Percentages of Recycled Material**

Primary

<u>Spec</u>	<u>Style</u>	Backing	Yarn System	Overall RC	Post-Consumer RC	Total Weight
Walk-off Mat	Abrasive Action	ER3	TDX Nylon	50.8%	10%	134.9 oz/sq yd +/- 5%
High Traffic	Luminaire II	ER3	100% Lumena	49.5%	10%	138.5 oz/sq yd +/- 5%
Solid Color	Plexus Accents II	ER3	Antron® Legacy Nylon	47.4%	10%	144.5 oz/sq yd +/- 5%
Field Carpet	Sentinel II	ER3	100% Lumena	52.5%	10%	130.5 oz/sq yd +/- 5%

Alternates

<u>Spec</u>	<u>Style</u>	Backing	Yarn System	Overall RC	Post-Consumer RC	Total Weight
High Traffic	Guardian A+	ER3	65% Lumena, 35% Legacy	52.5%	10%	130.5 oz/sq yd +/- 5%
Field Carpet	Runaway	ER3	Lumena/Legacy	52.5%	10%	130.5 oz/sq yd +/- 5%

Packaging is minimized and shipments to similar locations are grouped together for efficient shipping. To encourage installers to recycle waste materials at the job site, recyclable plastic bags are included in every shipment. All packaging (i.e. plastic, cardboard, etc.) is recyclable and can be recycled locally or C&A can assist with arrangements. Packaging materials for customer shipments contain the highest amount of recycled content without sacrificing quality. Carpet tile boxes, made from corrugated sheet, contain 95% recycled content (70% post consumer and 25% post industrial content and carpet cores for roll products contain 100% recycled content (94% post consumer and 6% post industrial content).

- In response to Executive Directive 2005-4 regarding Energy Efficiency in State Facilities, the contractor is encouraged to discuss organization efforts as it relates to LEED Certification. The contractor is to discuss how their products will help the State meet LEED point levels on capital outlay projects.

Tandus has provided its LEED Chart in Appendix N showing the possible points that can be contributed by using Tandus Tile products.

F. Special Programs. The State is interested in any other special programs that vendor’s may have.

FLOORE (Carpet take-back):

Tandus will take back State of Michigan Facilities old vinyl-backed carpet-regardless of the manufacturer-and guarantee 100% of the reclaimed carpet will be recycled into new flooring. No landfills, no incinerators – it’s Tandus’ Sustainable Warranty to State of Michigan Facilities.

FLOORE Closed Loop Recycling Program: All used carpet removed must be sent to State Surplus. Should recycling be necessary, State surplus will coordinate recycling through Tandus. Tandus will pay for freight costs on transporting a full semi-load of used pre-approved vinyl back carpet to their facility in Georgia to be recycled. However the State is responsible for the storage costs of the used carpet until the semi is full.

RETRIEVE (Sample Recovery Program):

Tandus has initiated Retrieve to recover Tandus samples and product folders from the marketplace after they have served their purpose. Tandus will even “Retrieve” competitive vinyl-backed



samples.

- Save the packaging you received the samples in
- Call Tandus customer service at 800.248.2878 (option 2)
- You will receive a prepaid label to affix to the packaging
- Call the State's carrier for pick up
- Tandus will reuse or recycle the samples

Tandus Entry Systems (Geo Tiles and Abrasive Action):

Tandus offers entry systems for State of Michigan Facilities available in tiles and roll goods. These entry systems compliment the Tandus product offering and help to insure lower maintenance costs after installation. Entry systems are available through Tandus Source One or through Tandus Authorized Dealers.

Open Market Items and Services:

When a State of Michigan facility is buying carpet and labor through Tandus, there may be jobs that, for a complete installation package, require items or services that are not specifically priced on contract. The scope of work and price for these items or services will vary and may be negotiated on a job-by-job basis directly between Tandus and the State of Michigan facility. These items will be known as "Open Market Items". Once the scope of work and price of these items or services have been agreed to by Tandus and the State of Michigan facility, upon approval from DMB Purchasing Operations, they may be added to the Purchase Order, or the Purchase Order may be amended by a properly executed change order. The Open Market Items will then become part of the job and will be ordered, performed, invoiced and paid for according to the terms of the contract. Examples of Possible Open Market Items: Floor Preparation, Vinyl or Rubber Wall Base, Transition Strips, Vinyl Composition Tile (VCT), Night or Weekend Labor, or other Items required for project completion.

G. Restocking Program

A re-stocking charge is indicated on the attached Additional Information Sheet in Appendix C. This re-stocking charge is expressed as a percentage (%) of the net (Contract) price for the items to be returned. This re-stocking charge will be applicable to carpet ordered by a particular agency that is not needed. The difference between the actual amount charged for an item and the re-stocking charge shall be either reimbursed in cash or credited to the original order for the item. Crediting future orders is unacceptable. All carpet returned for re-stocking will be NEW and in the original factory packaging. Examples of when this program would be utilized are when an agency places an order for carpet which results in extra product that they cannot use, when an agency incorrectly orders a product and therefore must re-order the correct product and return the product they cannot use, etc. Please note that this program only applies to orders that are specified and ordered by state agencies, and therefore the incorrect ordering or over-ordering is the fault of that particular agency. The agency is therefore responsible for the freight charges involved in returning the product. Also, all items to be returned must be pre-approved and authorized for return by Purchasing Operations and the Contractor. There shall be NO re-stocking charge for agencies returning product that is not needed when the incorrect ordering or over-ordering is the fault of the manufacturer, Contractor, or any authorized designer/installer/distributor chosen to specify the products needed for a particular installation.

If a product is determined to have a manufacturing defect, Tandus will be responsible for the return, repair and/or replacement of the defective product. If an order error occurs on the part of Tandus, Tandus will be responsible for associated costs.

If the State wishes to cancel a purchase order or return material for reasons as indicated in Item G. Restocking Program, Tandus may accept cancellation or return based upon the payment by Buyer to TANDUS of a restocking charge. The Tandus standard restocking charge is 35%, but may be negotiated between the parties. There will be no cancellation or return of custom product orders. In addition, the State facility will be responsible for freight costs back to Dalton, Georgia as outlined in Item G Restocking Program.

H. Storage



The State may determine a need for storage beyond (7) seven days or agreed upon timeframe. The State reserves the right to include these programs in this Contract however the State is not obligated to use these programs.

Tandus and Lansing Tile will store State of Michigan material for 7 days at no additional cost. Tandus/Lansing Tile has provided the Storage Rates requested in Appendix C for periods of time longer than 7 days.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

The contractor shall have the capacity to receive orders e-mail, by facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor shall verify orders that have quantities that appear to be abnormal or excessive.

Tandus Customer Service Department is located in Dalton, Georgia. Normal hours of operation are from 8:00 a.m. to 7:00 p.m. Eastern time.

All orders placed should be sent to the single point of contact, **Susan Bridges**, Source One Account Coordinator. Susan will verify that the State Facility's purchase order matches the quotation provided prior to the order and is being placed by an authorized representative of the facility.

All Tandus associates are available via voice mail 24 hours a day. In addition, information may be faxed to 706-259-2102 to the Customer Service Department. Tandus Account Executives are also accessible 24/7 via cellular telephone and/or blackberry systems.

As outlined in Item C. Service Capabilities, the Single Point of Contact for The State of Michigan will be:

SINGLE POINT OF CONTACT

Susan Bridges,
Source One Account Coordinator
Tandus US LLC
1735 Cleveland Hwy
Dalton, Georgia 30721
Email: sbridges@tandus.com
Fax: 706-259-2638
Tele. 800-241-4902, ext 2654

Secondary Contact will be:
 Chris Ruehle
 State Contract Coordinator & Project Manager
 Lansing Tile & Mosaic, Inc.
 2210 Apollo Drive
 Lansing, MI 48906
 Email: Chris.Ruehle@lansingtile.com
 Tel. 517-321-5306
 Fax 517-321-5461

Other Contacts are:

Elyse Gardner, Account Executive
 Tandus US LLC
 32720 West Haverford
 Franklin, MI 48025
 Email: egardner@tandus.com
 Fax: 866-708-9375
 Cell: 248-346-8733
 Voice Mail: 800-241-4902, Ext 1461



Christian Trost, Account Executive
Tandus US LLC
1336 Cornell Drive, SE
Grand Rapids, MI 49506
Email: ctrost@tandus.com
Fax 866-713-0164
Cell: 616-293-5512
Voice Mail: 800-241-4902, ext 1439

Jim Mukite, Regional Vice President
Tandus US LLC
Suite 404
444 N. Wells Street
Chicago, IL 60654
Email: jmukite@tandus.com
Fax: 866-677-2246
Cell: 312-208-2265
Voice Mail: 800-241-4902, ext 1400

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order. Unless otherwise defined in this contract, orders will be issued by various state agencies and MiDEAL members.

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

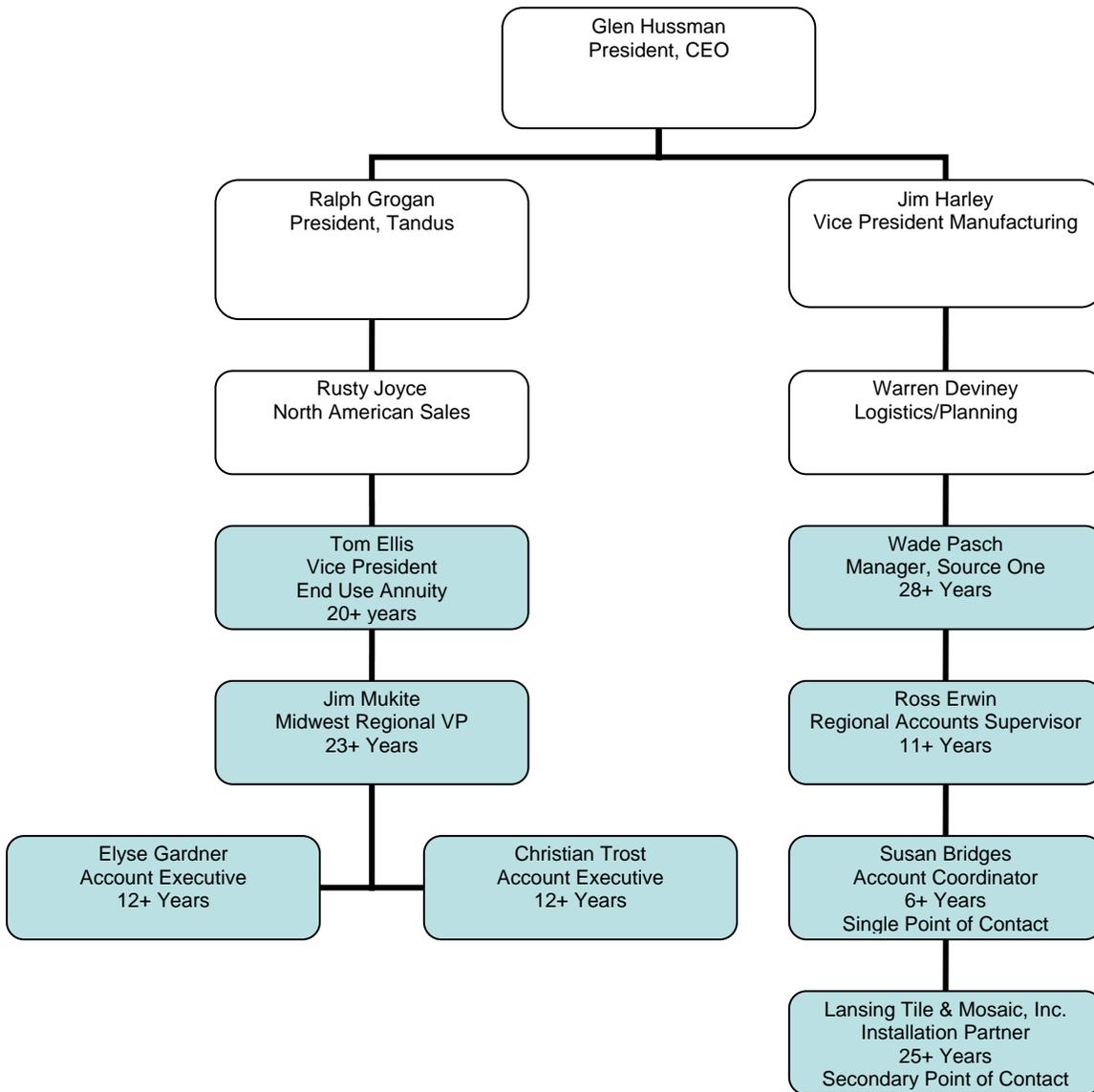
If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

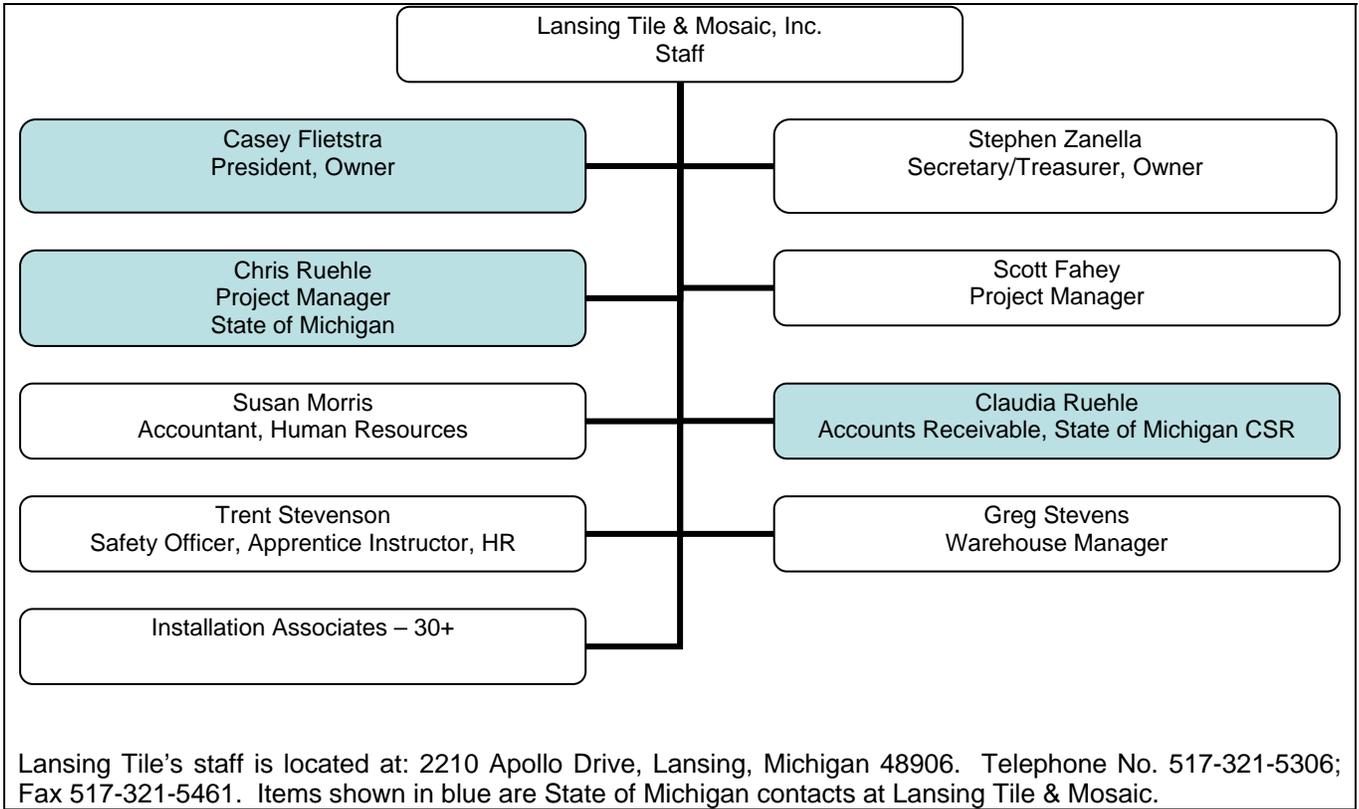
It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor has experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.



STATE OF MICHIGAN PROJECT TEAM

Please note that the blocks highlighted in blue represent the project team responsible for the State of Michigan account.





1.040 Project Plan

1.041 Project Plan Management

The contractor will carry out this project under the direction and control of the Department of Management and Budget, Office of Design and Construction.

Although there will be continuous liaison with the contractor team, the client agency's project director will meet with the contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the contractor in solving problems that arise.

The contractor will submit brief written summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real and anticipated, which should be brought to the attention of the client agency' project manager; and notification of any significant deviation from previously agreed upon work plans. A copy of this report will be forwarded to the named buyer in Purchasing Operations.

Within thirty (30) working days of the award the contract, the contractor will submit to the Department of Management and Budget project manager for final approval a work plan, which must include the following:

The contractor's project organizational structure.

The contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposals. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.

The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.

The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.



In the first working thirty (30) days of award of the contract, Tandus will work with Lansing Tile & Mosaic, Inc. and the State of Michigan to customize the project management chart for the State's facilities.

1.042 Reports

Contractor shall be able to provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased by all agencies or individual agencies, open invoice reports, delivery compliance reports, quantity reports, service compliance reports, fiscal reports, etc.

The contractor must submit reports of purchasing activities by MiDEAL program members (authorized local units of government) to Purchasing Operations, DMB on a quarterly basis. Reports shall include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

Tandus offers a reporting structure customized to meet the State's requirements.

Tandus provides the State the ability to review pending opportunities based on its projected forecast. Tandus also offers a view of the State's purchasing history to analyze utilization across the State. These reports include such detail as project location, product style, color and quantity, on-time delivery and costs. Reports are available in an electronic Excel format.

When using Tandus' turnkey project management offering, Source One, will closely monitor projects in process to ensure adherence to the State's construction schedules and budgets. These reports include installation status, completion and labor costs.

Tandus will work closely with the State to develop the format and content appropriate for the State's needs.

1.050 Acceptance

1.051 Criteria

Deleted – Not Applicable

1.052 Final Acceptance

Deleted – Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

a. Prices are indicated on the attached pricing sheets located in Appendix C. Hourly rates must include prevailing wage.

b. **PREVAILING WAGE FOR INSTALLATION**

Hourly rates are all inclusive (i.e., prevailing wage, travel, parking) as set forth in Prevailing Wage schedule issued by DLEG included in Appendix H. These prevailing wage rates issued by DLEG are firm for the duration of the contract.

The prevailing wage hourly rates for installation charged by the Contractor, included in this Contract shall remain firm for the duration of the contract.

Prevailing wage rates only apply to work being performed in State owned, controlled or leased buildings. The non-prevailing wage rate applies to all other work.

The prevailing wage classification is defined as laborer, unless otherwise specified.

c. There is no quick payment term offered in this contract.



d. State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **2%** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

QUARTERLY CHECKS:

Contractor must forward the check to the following address:

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

Please make check payable to: State of Michigan

QUARTERLY REPORTS

On itemized quarterly reports, each line shall State the BPO (Contract Number), name of the local unit of government which made a purchase, the item number purchased, the unit cost of the item purchased, the quantity purchased, the sales amount subject to the administrative fee, and the amount of the 1% administrative fee due the State of Michigan.

E-mail Reports to: mideal@michigan.gov and gyorkosl@michigan.gov

Any questions about reports or checks, e-mail the address above.

1.062 Price Term

(X) Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. This applies to product only.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, 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.**



1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State’s exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback

Deleted – Not Applicable

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications- Deleted – Not Applicable

1.0702 Alternate Bids– Deleted - Not Applicable

1.0703 Research and Development

Continuing research of emerging practices and interests of target audiences helps to form the vision for new product development. Market-specific feedback, seminars, focus groups offer an exchange of knowledge. This information, then, shapes the direction to follow those paradigms or lead towards new ones. To do either, an investment of time, energy or purchasing is made to lead with beautiful, timely, responsible design.

Achieving this means equipping the design team with the correct tools, including updates on the latest software to be connected to the pulse of the design world around them. The design programs are mirrored by state-of-the-art tufting technology and, thereby, increase creative options and productivity at once.

1.0704 Quality Assurance Program

Tandus maintains the requisite Quality Assurance Plan, product testing regimen and necessary documentation to be a preferred federal government supplier. Quality is a key element taken into account at every stage of the product’s life: product inception, design, manufacture, installation, life cycle, and recycling. Off-quality production averages less than two fifths of 1% (< 0.4%).

The quality improvement process requires each department to set quality goals and measure, record, and report them on a monthly basis. Corrective Action Teams (CAT) throughout all manufacturing areas meet regularly to identify and implement ongoing improvements. These teams typically consist of a cross section of involved hourly plant employees and salaried representatives.

The “Opportunity for Improvement” (OFI) Program takes advantage of employee suggestions. It has been instrumental in Tandus’ continuous quality improvement process over the years. Employees are encouraged to submit suggestions for improvement in the areas of safety, quality, cost, the environment and workplace. Management and OFI team members review each suggestion and provide a written response. Each month, a prize is awarded to the employee with the best suggestion in each category.

Not only are products produced according to specifications, Tandus’ processes and raw materials are also controlled within specific tolerances. During processing, the product and/or components pass through a series of quality checks or inspection points in each department.

1.0705 Warranty for Products or Services

Please refer to the Warranty section located in the **Statement of Work, 1.022, Section D, Warranty.**



1.0706 Training

The Contractor shall provide training to individual agencies, when necessary, on aspects of ordering, shipping, billing, and receiving. At the request of the Contract Administrator, the Contractor shall provide in-service training to agency personnel on products, installation and/or prep, and product safety issues. The Contractor shall also provide agency training jointly with the State as needed during the period covered by the contract at no additional charge. Training may include instructional DVD's, websites, or other types of media.

Tandus and Lansing Tile & Mosaic, Inc. will provide training at a weekly meeting place with interested parties from the State of Michigan in attendance. This forum can also allow the Tandus representatives to speak about purchasing options, carpet specifications, and cleaning recommendations. Tandus, Lansing Tile, and the State of Michigan can work out an agenda to meet the training criteria and schedules of the interested parties.

The training may include, but not limited to:

- Procurement
- Project Management and Installation Process
- "Lift" installations
- Maintenance and Cleaning Options
- Tandus differentiation as a benefit to the State compared to other flooring options in the market
 - o C&A – Modular Tile and Powerbond
 - o Monterey – High styled design
 - o Crossley – Tailored design and competitive price points
- Tandus reclamation programs and recycled content materials
- Sustainable initiatives unique to Tandus and available to the State of Michigan.
- Tandus sampling programs
- Direct mail programs and timing throughout year
- Environmental initiatives for improved Indoor Air Quality unique to Tandus products
- Development process of Tandus products and product construction related to design and performance
- Each component listed above is accompanied by literature and available to the State of Michigan.
- Continuing Education Units presentations available to the State's staff, architects and designers

Timing of detailed training on each topic can be scheduled throughout the year in coordination with the State of Michigan schedules. Tandus will provide an overview of each topic after contract execution.

1.0707 Special Programs

Please refer to the section in **Statement of Work 1.022, Section F. Special Programs.**

1.0708 Security

This Contract may require frequent deliveries to State of Michigan facilities. Upon request by the State, the contractor shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to the contractor's delivery personnel or accept the ID badge issued to delivery personnel by the contractor.

The State may decide to also perform a security background check. If so, the contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities; see section 2.051, Background Checks and Security.

Tandus will be partnering with Lansing Tile & Mosaic, Inc. Lansing Tile has a previous working relationship with the State of Michigan and are very familiar with the requirements for access required by the DMB and the various facility managers. Tandus/Lansing Tile & Mosaic, Inc. will provide any necessary information about Tandus or Lansing Tile employees and obtain permission for them to enter the State's facilities.



Delivery Capabilities

1.0709 Time Frames

Please refer to the **Statement of Work 1.022, Section B. Delivery.**

1.0710 Minimum Order

There shall be no minimum order requirement.

1.0711 Packaging

The state reserves the right of final approval on packaging offered by the contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.0712 Palletizing

Shipments shall be palletized and shall conform to the following:

- Manufacturer's standard 4-way shipping pallets are acceptable.
- Maximum height: 5'6"; including pallet.
- Maximum weight: 3500 pounds; including pallet.
- Pallets are to be securely banded or shrink-wrapped.
- The cost of palletizing must be included in the unit price.

1.0713 Delivery Term

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders. Other F.O.B. terms will not be accepted. This supersedes "Instructions" contained within the DMB-285, Request for Proposal form.

1.0714 Contract Performance

Termination for default is defined as notice to stop performance which was delivered to the contractor due to the contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the contractor, or (b) litigated and determined that the contractor was in default.

Termination: None

Reason: _____

1.0715 Place of Performance

The following information is provided for these plants or facilities:

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location
311 Smith Industrial Blvd, Dalton, GA. Vista Drive, Dalton, GA Royal Drive, Dalton, GA 1735 Cleveland Hwy, Dalton, GA	Tandus US LLC	Carpet Manufacturing, Shipping, Project Coordination
2210 Apollo Drive Lansing, MI 48906	Lansing Tile & Mosaic, Inc.	Services – Installation, Maintenance, Warehousing, Training



1.0716 Environmental Requirements

Energy Efficiency Purchasing Policy – The State shall seek wherever possible to purchase energy efficient products. This may include giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan has committed to encourage the use of products and services that impact the environment less than competing products. This can be best accomplished by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that may be considered in Best Value Purchasing evaluation include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bio-accumulative. The contractor is able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in their contracts. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

I. Recycled Content and Recyclability

A. Recycled Packaging. The contractor may offer some or all of the following items listed below or provide alternative proposal as to how packaging materials can be reduced, eliminated or otherwise made more environmentally preferable. It is desirable that the contractor offer packaging which:

- a. is made from recycled content which meets or exceeds all federal and state recycled content guidelines (currently 35% post-consumer for all corrugated cardboard)
- b. minimizes or eliminates the use of polystyrene or other difficult to recycle materials
- c. minimizes or eliminates the use packaging and containers and, in the alternative, minimizes or eliminates the use of non-recyclable packaging and containers
- d. provides for a return program where packaging can be returned to a specific location for recycling
- e. contains materials which are easily recyclable in Michigan.

Tandus Packaging is minimized and shipments to similar locations are grouped together for efficient shipping. To encourage installers to recycle waste materials at the job site, recyclable plastic bags are included in every shipment. All packaging (i.e. plastic, cardboard, etc.) is recyclable and can be recycled locally or C&A can assist with arrangements. Packaging materials for customer shipments contain the highest amount of recycled content without sacrificing quality. Carpet tile boxes, made from corrugated sheet, contain 95% recycled content (70% post consumer and 25% post industrial content and carpet cores for roll products contain 100% recycled content (94% post consumer and 6% post industrial content).

The contractor is requested to indicate below an estimate of the percentage of recycled materials, if any, contained in each item. Higher percentages of recycled materials are preferred. Product performance is paramount, whether containing recycled material or not; however, preference will be given to products that perform up to specification and are environmentally preferable without compromising quality.

Sentinel II, ER3

___ 52.5 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 42.5 ___ % (Estimated percentage of post-industrial waste)

Plexus Accents II ER3

___ 47.4 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 37.4 ___ % (Estimated percentage of post-industrial waste)

Luminaire II ER3

___ 49.5 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 39.5 ___ % (Estimated percentage of post-industrial waste)



Abrasive Action ER3

___ 50.8 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 40.8 ___ % (Estimated percentage of post-industrial waste)

Alternates:

Runaway ER3

___ 52.5 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 42.5 ___ % (Estimated percentage of post-industrial waste)

Guardian A+ ER3

___ 52.5 ___ % (Total estimated percentage of recovered material)
 ___ 10.0 ___ % (Estimated percentage of post-consumer material)
 ___ 42.5 ___ % (Estimated percentage of post-industrial waste)

Certification

I, ___Ralph H. Grogan_____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

_____ (Initial)

II. Materials Identification and Tracking

A. Hazardous Material Identification. 'Hazardous material', as used in this clause, includes any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the contract).

(1) The contractor must list any hazardous material, as defined in §370.20 (a) of 40 CFR, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, enter 'None')	Identification Number
None	

(2) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(3) The contractor agrees to submit, for each item as required prior to award, a Material Safety Data Sheet for each hazardous material identified in paragraph (1) of this clause. Data shall be submitted in accordance with Section 312 of the federal Emergency Planning and Community Right-to-Know Act, whether or not the apparently the contractor is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the contractor considered non-responsive and ineligible for award.

B. Mercury Content. It is the clear intent of state agencies to avoid purchasing products that contain intentionally-added mercury whenever possible. The contractor shall offer mercury-free product alternatives whenever available. Should mercury-free alternatives not exist, as presently is the case with a few select products and devices such as fluorescent lamps or where the alternative is not yet cost competitive, such as dental amalgam, the contractor shall offer the lowest mercury content available for a given application. The contractor shall disclose whenever products contain added-mercury by using the following format.



() Product contains added-Mercury (attach an explanation that includes: the amount or concentration of mercury and justification as to why this particular product is essential).

In addition, the contractor shall also ensure that all products to be purchased containing intentionally added-mercury shall be labeled as: "product contains mercury/recycle or dispose of properly." For instances where space constraints limit the amount or size of print, the chemical symbol "Hg" followed by a picture of a trash container with a diagonal line through it shall suffice for labeling requirements.

CONTRACTOR PLEASE NOTE: Michigan Law Prohibits the sale of mercury-containing thermostats, thermometers, sphygmomanometers (blood pressure monitors) and other types of medical devices. For specific details visit: http://www.michigan.gov/deq/0,1607,7-135-3307_29693_4175-160230--,00.html

C. Brominated Flame Retardants (BFR). The contractor shall disclose whether the products being offered contain toxic flame retardants. The contractor is encouraged to provide BFR-free alternatives when available.

(X) Product does not contain BFR's

() Product does contain BFR's (attach an explanation)

D. Ozone Depleting Substances

'Ozone-depleting substance', as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as:

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

'Warning: Contains (or manufactured with, if applicable) _____ (insert the name of the substance(s).), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

A. Clean Air and Water

Vendor certifies that any facility to be used in the performance of this contract has all the necessary environmental permits and is in consistent compliance with all applicable environmental requirements and has no outstanding unresolved violations.

The vendor will immediately notify the state, before award, of the receipt of any communication from the Environmental Protection Agency or any state environmental agency, of civil or criminal enforcement for any facility that the vendor proposes to use in the performance of this contract.

_____ (Initial)

B. Emergency Planning and Community Right-to-Know Reporting - By signing this offer, the contractor certifies that:

(1) The owner or operator of each facility that will be used in the performance of this contract is in compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.). EPCRA filing and reporting requirements include emergency planning notification, release reporting, hazardous chemical inventory reporting, and toxic chemical release inventory (TRI) reporting.

(2) The owner or operator of each facility that will be used in the performance of this contract will maintain compliance with the filing and reporting requirements described in sections 302, 304, 311, 312 and 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001, et. seq.) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101, et. seq.) for the life of the contract.

_____ (Initial)



1.0717 Subcontractors

Indicated below is **ALL** work that is to be subcontracted under this Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor's name and principal place of business (City and State)
<p>All work described within this contract to include but not limited to:</p> <ul style="list-style-type: none"> • Material Handling • All Labor included in Floor removal & Installation • Labor for Maintenance • All local services as needed • Contract Support 	<p>100% of Labor</p> <ul style="list-style-type: none"> • Contract does not allow for material sales through sub-contract. • If the contract allows for material purchase directly through local dealers, Tandus will accommodate these requests and support 100% of the contract through businesses within the state. • Percent will vary based upon sales of material vs. material sales requiring labor. Labor will vary depending upon services required. 	<p>Casey Flietstra, President Lansing Tile & Mosaic, Inc. 2210 Apollo Drive Lansing, MI 48906</p>

1.0718 Reports and Meetings

- (a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

 - (i) separately address Contractor's performance in each area of the Services;
 - (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
 - (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
 - (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
 - (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
 - (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
 - (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
 - (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
 - (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.
- (b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.



1.0719 Samples/Models - Deleted – Not Applicable

1.080 Additional Requirements

1.081 Additional Terms and Conditions specific to this contract

1.082 COLOR BINDERS

The contractor may be required to provide state agencies, at no additional cost to the state, additional specification/sample color binders and product brochures. The State may need up to 1,000 sets of these binders.

All standard colors currently available from the contractor shall also be available to the state at the prices included on this contract. The State of Michigan will select the colors to be included in this Contract from the Contractor's various standard colors. Upon request, the various State agencies may require sets of the standard colors (samples) that the state chooses to be available on the Contract. These shall also be supplied at no additional cost to the state.

Upon request, the contractor will be required to provide specification/sample color binders displaying those colors selected by the State of Michigan to be included in the Contract. These specification/sample color binders are to be provided at no additional cost to the state, for distribution to State agencies. The contractor can also offer their catalog electronically.

Tandus will work with the State of Michigan to provide samples as needed. Tandus has a website showroom located at www.tandus.com where an agency may view the full Tandus product line. Should an agency require an actual sample, it may be ordered online as needed at no additional cost to the State.

1.083 NEW PRODUCT

This contract is for new carpet tiles only. New carpet is defined as product that has not been previously used, owned, or sold as new.

1.084 STATE ESTABLISHED STANDARDS

The Department of Management and Budget, Design and Construction has established standard product lines and colors for use by State agencies when requesting the purchase of carpet for their facility. Please refer to Appendix I for the standards.



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of **5** years beginning **3/18/09** through **3/17/14**. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.130**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to **2** additional **1** year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services 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.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.



2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Management and Budget, Purchasing Operations and Office of Facilities, Design and Construction (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Laura L. Gyorkos
 Purchasing Operations
 Department of Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
gyorkosL@michigan.gov
517-373-1455

2.022 Contract Compliance Inspector (CCI)

After DMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with Office of Facilities, Design and Construction will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DMB Purchasing Operations.** The Contract Compliance Inspector for this Contract is:



James Clark
Department of Management and Budget, Office of Facilities, Design and Construction
530 W. Allegan
ClarkJ1@michigan.gov
(517) 241-4495
(517) 241-4968

2.023 Project Manager

The following individual will oversee the project:

Varies by project and State agency.

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:
 State of Michigan
 Purchasing Operations
 Attention: Laura Gyorkos
 PO Box 30026
 530 West Allegan
 Lansing, Michigan 48909

-



Contractor: Tandus US LLC
 Name: Jeanette Headrick, Contract Management Department
 Address: 311 Smith Industrial Blvd
 Dalton, GA 30721
 or

P.O. Box 1447
 Dalton, Georgia 30722-1447

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and 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 the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.



2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor’s website, even if the Contractor’s documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the “FOIA”).

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor’s charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State’s accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor’s invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) Correct invoices will be due and payable by the State, in accordance with the State’s standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.



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 Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.



2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles or the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.



2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the 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, the 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 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.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the



State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.



2.093 PCI Data Security Requirements

Deleted – Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party’s Confidential Information to the other party. Each party will limit disclosure of the other party’s Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor’s scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor and of any Subcontractor having access or continued access to the State’s Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor’s and the Subcontractor’s obligations under this Section and of the employee’s obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.080** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.080** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties’ respective obligations under this Section must survive the termination or expiration of this Contract for any reason.



2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.



(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.



2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

Deleted – Not Applicable. Please refer to Section 1.022 Statement of Work, Section D. Warranty.

2.126 Equipment to be New

Deleted – Please refer to New Product section located in Section 1.82 Additional Terms.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.



See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

- 1. Commercial General Liability with the following minimum coverage:
 - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- 3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
 - \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).

- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.



8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor’s insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “Certificates”). The Certificate must be on the standard “accord” form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer’s attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State’s written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys’ fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor’s breach of the No Surreptitious Code Warranty.



2.143 Employee Indemnification

In any claims against the State of Michigan, 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 must 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 subcontractors under worker’s disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys’ fees and 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State’s or Contractor’s opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor’s sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State’s satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys’ fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor’s duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a “Notice of Election”). After notifying Contractor of a claim and before the State receiving Contractor’s Notice of Election, the State is entitled to defend against the claim, at the Contractor’s expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor’s financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before



entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of



information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled



to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 120 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.



2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.150**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.130**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.130**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.150**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed



accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
 - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.163**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.162** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.



2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated.



Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
 - (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
 - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purch-Ops.
 - (2) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - (3) Contractor must also notify DMB Purch-Ops within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.211(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor



must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs)

Deleted – Not Applicable

2.243 Liquidated Damages

Deleted – Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

Deleted – Not Applicable

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility



for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

(a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.223**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor



cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (and if the Statement of Work does not state the State Review Period, it is by default five Business Days for Written Deliverables of 100 pages or less and 10 Business Days for Written Deliverables of more than 100 pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable before its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State notifies the Contractor about deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and



accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents or other proprietary rights in the Deliverables.

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.



2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The contractor must submit invoices and pay the authorized MIDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT WILL BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES AND AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS.

Please Visit Mi DEAL at www.michigan.gov/buymichiganfirst under MiDeal.

Estimated requirements for authorized local units of government are not included in the quantities shown in this contract.

2.282 State Employee Purchases

Deleted – Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This



includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).



**APPENDIX A
CARPET TILE
PRODUCT SPECIFICATIONS**

GENERAL REQUIREMENTS

All materials used in the manufacturing of **Carpet Tiles** to be considered for use by the State of Michigan shall be those which are best suited to produce a quality product. All products shall be free from defects, which affect the appearance and serviceability of the products. All products shall be designed and manufactured to withstand daily usage over an extended period of time with minimum maintenance and repair. All products to be proposed shall be equal to those supplied to the general trade, and shall also be the same as those listed in the manufacturers' most current catalog, specifications, and other literature.

SPECIFIC REQUIREMENTS

Listed below are the specific requirements and individual features that shall be incorporated into each **Carpet Tile** proposed to the State of Michigan.

WARRANTY: Minimum 15 year warranty covering the following:

- Wear** No more than 10% face yarn loss by weight in normal use.
- Static** By permanent means (i.e. antistatic filaments) and without chemical treatment, static generation below 3.5 kilovolts. Electrostatic Propensity (Step & Scruff): AATCC 134.
- Edge ravel** Guaranteed no edge ravel in normal use.
- Delamination** Guaranteed no delamination in normal use (no chair pads required)
- Tuft Bind** Guaranteed not to zipper, wet or dry.
- Adhesive** Guaranteed that the adhesive will bond the carpet to the properly prepared substrate. Substrate must meet manufacturer's recommended floor preparation procedures.
- Stain Resistance** Guaranteed stain resistance and a 10 year Lightfastness and Atmospheric Contaminant Warranty.
*Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is best) on the AATCC Red 40 Stain Scale. Carpet samples must first be exposed to 100 revolutions of the Taber abrader (1,000 gram weight per H-18 wheel) and then the abraded area must be stain tested using the AATCC test method 175.

OTHER SPECIFICATION INFORMATION

BACKING: Backing must be 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.



**APPENDIX A
CARPET TILE
PRODUCT SPECIFICATIONS**

PERFORMANCE REQUIREMENTS:

- Static Control-** By permanent means (i.e. antistatic filaments) and without chemical treatment, static generation below 3.5 kilovolts. Electrostatic Propensity (Step & Scruff): AATCC 134.
- Flammability-** ASTM 648, >0.45 watts/cm² critical radiant flux and/or federal, state or local requirements. Must meet Federal Flammability standard CPSC FF-170 (Methenamine Pill Test ASTM D2859)
- Flooring Radiant-
Panel Test-** Meets NFPA Class 1 when tested under ASTM E-648 glue
down
- Smoke Density-** ASTM E662 Rating to be less than 450 Dm in flaming mode (or to State Code).
- CRI Green Label** Y
- Plus Certified-**
- Construction Materials-** 100% man-made materials
- Vetterman Drum-** ASTM D5417 for 22,000 cycles. A minimum rating of 3.0 using CRI-3 Loop Pile Reference Scale. Testing without underpad or brushing.
- Permanent Stain Protection
Against Acid Type Spills-** AATCC 171 (HWE) for 2 washings to simulate removal of topical treatments by hot water extraction, followed by AATCC 175. Minimum rating of 8 using AATCC Red 40 Stain Scale.
- Soil Resistance-** Soil resistant treatment heat applied by mill. Meet NSF/ANSI 140-2007 ppm fluorine minimum requirements.
- Color fastness to light:** AATCC 16 part 3, 200 AFU, AATCC Gray Scale for Color Change rating minimum of 3-4.
- Color fastness to
atmospheric
contaminants:** AATCC 164 (oxides of nitrogen) & AATCC 129 (ozone) for 2 cycles, AATCC Gray Scale for Color Change rating minimum of 3-4.
- Color fastness to
crocking:** AATCC 165, minimum rating of 4 on AATCC Chromatic Transference Scale.
- Resistance to
Delamination:** ASTM D3936 minimum 10lbs/inch
- Tuft Bind:** ASTM D1335, minimum of 10lbs-force
- Dimensional Stability:** Aachen Method/ISO 2551, Maximum Change +/- 0.20%



**APPENDIX A
CARPET TILE**

PRODUCT SPECIFICATIONS

1. FIELD CARPET (MULTI-COLOR) : Product: Sentinel II

C & A
A TANDUS COMPANY

SENTINEL II #02409
Product Specification Sheet

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Textured Loop		
Gauge	1/13	50.4 rows/10 cm	
Stitches per Inch	8.8	34.6 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	112.6 tufts/sq in	17.5 tufts/sq cm	
Pile Height Average	0.117 inch	3.0 mm	ASTM D-418, Sec. 12
Pile Thickness	0.078 inch	2.0 mm	ASTM D-418, Sec. 10
Density Factor	8,308 oz/cu yd	307.4 kg/cu m	UM44D
Fiber System	Antron Lumena® Nylon		
Dye Method	100% Solution Dyed		
Soil/Stain Protection	Ensure	9.9 Kilotex	

Color Line	
12025 Portabella	12031 Bluebird
12026 Salt & Pepper	12032 El Nino
12027 Sunset	12033 Locomotive
12028 Emerald	
12029 Gumball	
12030 Firecracker	

Product Testing/Information		
Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	> 4 after 100 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven	
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing	

Product Notes

- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content:
 ethos™ Products: 36 - 52%, Min. 10% post consumer.
 ER3® C-10 Roll Products: 36 - 52%, 10% post consumer.
 ER3® Modular Tile Products: 44 - 59%, 10% post consumer.
- Products have received the following Environmental Preferable Product Certifications:
 ethos™ Products: Platinum EPP (NSF-140), California Platinum (California Gold Standard)
 ER3® C-10 Roll Products: Gold EPP (NSF-140), California Gold (California Gold Standard)
 ER3® Modular Tile Products: Platinum EPP (NSF-140), California Platinum (California Gold Standard)
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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**APPENDIX A
CARPET TILE**

PRODUCT SPECIFICATIONS

1a. ALTERNATE - FIELD CARPET (MULTI-COLOR) Product: Runaway

C & A

A TANDUS COMPANY

RUNAWAY #03164

Product Specification Sheet

Face Construction	IMPERIAL	METRIC	TEST METHOD
Construction	Level Loop		
Gauge	1/13	50.4 rows/10 cm	
Pile Units per Inch	8.3	32.7 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	106.24 tufts/sq in	16.5 tufts/sq cm	
Tufted Median Average Pile Height	0.117 inch	3.0 mm	ASTM D-418, Sec. 12
Pile Thickness	.065 inch	1.7 mm	ASTM D-418, Sec. 10
Density Factor	9,969 oz/cu yd	368.9 kg/cu m	UM44D
Fiber System	Antron Legacy® Nylon		
Dye Method	50% Solution Dyed/50% Yarn Dyed	9.1 Kilotex	
Soil / Stain Protection	Ensure		

Color Line

18201 Moonlight Swim	18206 Carpenter	18211 Satinwood	18216 Greenhouse
18202 Whirlwind	18207 Gecko	18212 Cornerstone	18217 Grassroots
18203 Plum Paisley	18208 Spectrum	18213 Railroad	18218 Frosted Glass
18204 Mermaid	18209 Blue Velvet	18214 Falling Leaves	18219 Calypso
18205 Hibiscus	18210 Marberry	18215 Granola	

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	> 4 after 60 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven	
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing	

Product Notes

- C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
- Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
- Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
- C&A has a carpet collection/recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
- Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
 ethos™ Products: 36 - 52%; Min. 10% post consumer.
 ER3® C-10 Roll Products: 36 - 52%; 10% post consumer.
 ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
- Products have received the following Environmentally Preferable Product Certifications:
 ethos™ Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
 ER3® C-10 Roll Products: Gold EPP (NSF-140); California Gold (California Gold Standard)
 ER3® Modular Tile Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
- U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
- The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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**APPENDIX A
CARPET TILE
PRODUCT SPECIFICATIONS**

2. BORDER CARPET – (SOLID COLOR) Product: Plexus Accents II

<p align="center">C & A A TANDUS COMPANY</p>	<p align="center">PLEXUS ACCENTS II Product Specification Sheet</p>
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Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Symtex®		
Gauge	1/10	39.4 rows/10 cm	
Stitches per Inch	11	43.3 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	110 tufts/sq in	17.1 tufts/sq cm	
Pile Height Average	.218 inch	5.5 mm	ASTM D-418, Sec. 12
Pile Thickness	.121 inch	3.1 mm	ASTM D-418, Sec. 10
Density Factor	9,521 oz/cu yd	352.3 kg/cu m	UM44D
Fiber System	Antron® Legacy Nylon		
Dye Method	Piece Dyed		
Soil/Stain Protection	Ensure	14.2 Kilotex	

****BORDER PRODUCT ONLY**

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 60 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm After two AATCC 171: Minimum 260 ppm	(CRI TM-102) (CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven	
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing	

Product Notes

1. C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
2. Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
3. Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
4. C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
5. Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
 ethos™ Products: 36 - 52%, Min. 10% post consumer.
 ER3® C-10 Roll Products: 36 - 52%, 10% post consumer.
 ER3® Modular Tile Products: 44 - 59%, 10% post consumer.
6. Products have received the following Environmentally Preferable Product Certifications:
 ethos™ Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
 ER3® C-10 Roll Products: Gold EPP (NSF-140); California Gold (California Gold Standard)
 ER3® Modular Tile Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
7. U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
8. The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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**APPENDIX A
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PRODUCT SPECIFICATIONS**

3. HIGH TRAFFIC CARPET Product: Luminaire II

C & A
A TANDUS COMPANY

LUMINAIRE II #02239
Product Specification Sheet

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION			
	Textured Loop		
Gauge	1/10	39.4 rows/10 cm	
Stitches per Inch	11.0	43.3 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	110.0 tufts/sq in	17.1 tufts/sq cm	
Pile Height Average	0.187 inch	4.7 mm	ASTM D-418, Sec. 12
Pile Thickness	0.116 inch	2.9 mm	ASTM D-418, Sec. 10
Density Factor	8,069 oz/cu yd	298.6 kg/cu m	UM44D
Fiber System	Antron Lumena® Nylon		
Dye Method	Solution Dyed		
Soil/Stain Protection	Ensure	14.2 Kilotex	
Color Line			
41204 Tortoise	51997 Capri	81512 Haystack	
41209 Fir	51998 Bule Ice	81636 Shale	
51587 Mosstone	51999 Plum	81769 Laurel	
51738 Dark Forrest	52000 Merlot	81880 Amber Maple	
51984 Antique	81420 Horizon	81906 Helio	
51995 Overcast	81461 Charcoal		
Product Testing/Information			
Surface Flammability	Passes CPSC FF 1-70		(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)		(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber		(AATCC 134)
Colorfastness to Light	> 4 after 100 hours		(AATCC 16E)
Fluorine	Minimum 400 ppm		(CRITM-102)
	After two AATCC 171: Minimum 260 ppm		(CRITM-102)
Primary Tufting Substrate	Synthetic Non-Woven		
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing		

1. C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
2. Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
3. Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
4. C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
5. Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
 - ethos™ Products: 36 - 52%; Min. 10% post consumer.
 - ER3® C-10 Roll Products: 36 - 52%, 10% post consumer.
 - ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
6. Products have received the following Environmentally Preferable Product Certifications:
 - ethos™ Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
 - ER3® C-10 Roll Products: Gold EPP (NSF-140); California Gold (California Gold Standard)
 - ER3® Modular Tile Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
7. U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
8. The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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**APPENDIX A
CARPET TILE
PRODUCT SPECIFICATIONS**

3a. ALTERNATE - HIGH TRAFFIC CARPET Product: Guardian A+

C & A

A TANDUS COMPANY

GUARDIAN A+ #02626
Product Specification Sheet

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Level Loop		
Gauge	1/13	50.4 rows/10 cm	
Stitches per Inch	8.6	33.9 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	110.08 tufts/sq in	17.1 tufts/sq cm	
Pile Height Average	0.117 inch	3.0 mm	ASTM D-418, Sec. 12
Pile Thickness	.097 inch	2.5 mm	ASTM D-418, Sec. 10
Density Factor	6,680 oz/cu yd	247.2 kg/cu m	UM44D
Fiber System	Antron® Legacy Nylon		
Dye Method	65% Solution Dyed/35% Yarn Dyed		
Soil/Stain Protection	Ensure	9.5 Kilotex	

Color Line			
41300 Comflower	41306 Glitter	41312 Tropic	
41301 Yankee	41307 Sandbox	41313 Wisteria	
41302 Juniper	41308 Orangeade	41314 Brownstone	
41303 Royal	41309 Onyx	41315 Crystal	
41304 Peacock	41310 Stainless		
41305 Cardinal	41311 Willow		

Product Testing/Information			
Surface Flammability	Passes CPSC FF 1-70		(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)		(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower	Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 60 hours		(AATCC 16E)
Fluorine	Minimum 400 ppm		(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm		(CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven		
RS Adhesive System	Microencapsulated Tackifier applied during manufacturing		

Product Notes

1. C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
2. Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
3. Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
4. C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
5. Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
 - ethos™ Products: 36 - 52%; Min. 10% post consumer.
 - ER3® C-10 Roll Products: 36 - 52%; 10% post consumer.
 - ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
6. Products have received the following Environmentally Preferable Product Certifications:
 - ethos™ Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
 - ER3® C-10 Roll Products: Gold EPP (NSF-140); California Gold (California Gold Standard)
 - ER3® Modular Tile Products: Platinum EPP (NSF-140); California Platinum (California Gold Standard)
7. U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
8. The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

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**APPENDIX A
CARPET TILE**

PRODUCT SPECIFICATIONS

4. WALK-OFF CARPET

Product: Abrasive Action

C & A
A TANDUS COMPANY

ABRASIVE ACTION #02578
Product Specification Sheet

Face Construction	IMPERIAL	METRIC	TEST METHOD
CONSTRUCTION	Accuweave® Patterned Loop		
Gauge	1/12	47.2 rows/10 cm	
Stitches per Inch	8.0	31.5 pu/10 cm	ASTM D-418, Sec. 12
Tuft Density	96 tufts/sq in	14.9 tufts/sq cm	
Pile Height Average	0.187 inch	4.7 mm	ASTM D-418, Sec. 12
Pile Thickness	0.115 inch	2.9 mm	ASTM D-418, Sec. 10
Density Factor	7.513 oz/cu yd	278.0 kg/cu m	UM44D
Fiber System	TDX Nylon		
Dye Method	100% Solution Dyed		
Soil/Stain Protection	Ensure	15.8 Kilotex	

Color Line

- 19100 Charcoal
- 19101 Midnight
- 19102 Asphalt
- 19103 Winter Gray
- 19105 Dungaree
- 19107 Cork

Product Testing/Information

Surface Flammability	Passes CPSC FF 1-70	(ASTM D-2859)
Flooring Radiant Panel	Class 1 (mean average CRF: 0.45 w/sq cm or higher)	(ASTM E-648)
Electrostatic Propensity	3.0 kV or lower Permanent Conductive Fiber	(AATCC 134)
Colorfastness to Light	≥ 4 after 100 hours	(AATCC 16E)
Fluorine	Minimum 400 ppm	(CRI TM-102)
	After two AATCC 171: Minimum 260 ppm	(CRI TM-102)
Primary Tufting Substrate	Synthetic Non-Woven	

Product Notes

1. C&A products meet the flammability requirements for the following nationally recognized building codes: BOCA National Building Code, NFPA Life Safety Code for Safety to Life in Buildings and Structures, Standard Building Code, and the Uniform Fire Code.
2. Product specifications reflect mean averages based on tests of production runs by independent laboratories and may vary within normal industry and standardized testing tolerances. Colors may vary slightly from dye lot to dye lot.
3. Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvements of the product's performance, but will not decrease product's overall recycled content or the recyclability of the product.
4. C&A has a carpet collection / recovery system and a currently operational, commercial scale, recycling process to recycle vinyl backed carpet. Carpet recycled in the process is used to produce recycled content carpet. C&A Floorcoverings' products, when recovered are 100% recyclable in this process.
5. Recycled Content has been third part certified by Scientific Certification Systems. Exact percentages vary by style. Percentage ranges of overall recycled content include post consumer content.
 - ethos™ Products: 36 - 52%; Min. 10% post consumer.
 - ER3® C-10 Roll Products: 36 - 52%; 10% post consumer.
 - ER3® Modular Tile Products: 44 - 59%; 10% post consumer.
6. Products have received the following Environmentally Preferable Product Certifications:
 - ethos™ Products: Platinum EPP (NSF-140), California Platinum (California Gold Standard)
 - ER3® C-10 Roll Products: Gold EPP (NSF-140), California Gold (California Gold Standard)
 - ER3® Modular Tile Products: Platinum EPP (NSF-140), California Platinum (California Gold Standard)
7. U.S. Patent numbers: 4,849,297; 4,849,267; 5,728,741; 5,855,981; 5,914,353; 6,406,574
8. The use of chair pads under roller caster chairs may be required in order to maintain full limited warranty coverage. Please refer to the applicable limited warranty verbiage for specific requirements. In all cases, chair pads are recommended for optimum textural performance. Absent the use of chair pads, more intensive direct maintenance will be required for areas in contact with chair caster traffic, and some degree of appearance change is to be expected.

For additional information please visit www.tandus.com/warranties, www.tandus.com/maintenance, or www.tandus.com/specifications

311 Smith Industrial Boulevard Post Office Box 1447 Dalton, Georgia 30722-1447 800.248.2878 tandus.com



**APPENDIX A
CARPET TILE**

INSTALLATION INSTRUCTIONS

C & A

INSTALLATION INSTRUCTIONS MODULAR TILE - RS

General Notes

These instructions cannot cover all sub-floor conditions. C&A Floorcoverings cannot be held responsible or warrant Modular Tile products if these floor preparation and installation procedures are not followed. If you have any questions concerning the proper installation (or use) of any C&A Floorcoverings products, please contact your C&A Floorcoverings representative.

All products should be inspected for dye lot, style, color, size quality and shipping damage prior to installation. **Do not install if any problems are noted.**

It is the responsibility of the installation contractor to make certain the sub-floor is properly prepared prior to starting the installation.

Installer Certification

C&A provides a certification program for installers of C & A Floorcoverings. Additionally, C&A requires that all installers be certified prior to performing the installation of Modular Tile products under actual jobsite conditions. Contact the C&A Floorcoverings Account Executive in your area for more information on installer certification.

Site Requirements

C&A Floorcoverings' modular products are intended for inside installations on dry, properly prepared sub-floors. The product is not intended for installation on walls, stairs, ramps, outside, or on wet surfaces.

C&A Floorcoverings is not responsible for any product failure if floor preparation and installation procedures are not followed. Use only installation materials approved by C&A Floorcoverings. See the shipping container for details on shelf life and freeze-thaw stability of the installation materials.

Moisture & pH – Excessive sub-floor moisture and/or high sub-floor pH alkalinity on any sub-floor, especially concrete, can cause product failure. The maximum allowable amount of moisture emission from the sub-floor is 3.0 pounds moisture vapor emission rate (MVER) for all C&A floor covering products. The acceptable pH range is 7.0 to 9.0. If performing In-Situ / RH (relative humidity) testing on concrete on or above grade the maximum allowable RH is 75%.

Exceptions: Maximum allowable amount of moisture emission from the sub-floor when utilizing ER3 tile is 5.0 pounds MVER.

The pH requirement stands at a maximum of 9. The maximum allowable RH for concrete substrates on ER3 is 80%.

Installation of C&A products on a sub-floor outside the specifications provided in this document will void the applicable limited warranties. C&A does not represent or make any express or implied warranties that C&A floor covering products will or will not affect, prevent or cure any other moisture or alkalinity-related issues that may arise because of the moisture and alkalinity levels found in the concrete. C&A expressly disclaims such express or implied representations or warranties.

Testing of concrete pH is conducted by slightly wetting the concrete sub-floor with a small amount of water and allowing the water to stand for one minute. Apply pH test paper to the wet concrete surface. Allow five minutes for the pH test paper to remain in place in the wet area to reach equilibrium before taking the reading. The pH test paper changes color depending on the pH present. A color scale is provided with the pH test papers.

Testing of moisture emission is conducted using a calcium chloride moisture kit. The kit includes a sealed container of calcium chloride, a transparent plastic cover, and a sealant material to secure the cover to the floor. The basic requirements of the test include weighing the crystals, opening the crystal container and placing a transparent cover over the concrete sub-floor for 60 to 72 hours, re-weighing the crystals, and calculating a formula using the weight difference and time. C&A Floorcoverings can provide more detailed instructions on request. C & A Floorcoverings will also accept In-Situ / Relative Humidity testing of concrete as outlined above (Moisture & pH & Exceptions).



Temperature & Humidity – The area in which the modular tile is to be installed (including the sub-floor) should have a minimum temperature of 65°F for at least 72 hours prior to, during and after the installation. All C&A products and installation materials should be stored at this temperature for at least 48 hours prior to installation. This temperature should not exceed 90°F. Relative humidity above 65% will retard primer and adhesive set times.

Floor Inspection – The sub-floor must be structurally sound, and dry prior to installation. Any curing chemicals, sealers, finishers or other chemical treatments used on sub floors must be chemically and physically compatible with the C&A backing and adhesive systems. If you have questions concerning the compatibility of these chemicals with C & A backing and adhesive systems please contact the Tandus Field Technical Service Department at 800-241-4902 ext 2129.

Floor Debris Cleaning – Clean the sub-floor of all excess concrete spots, solid debris or paint spots using suitable scraping methods. Completely remove all wax, dirt, grease, paints or old adhesives (especially cutback or emulsion). **DO NOT** use solvents or any other chemical adhesive removers to clean the sub-floor. **DO NOT** use oil-based or silicone based sweeping compound. Contact C&A Floor coverings for specific floor preparation guidelines for installation over cutback or general purpose adhesive.

Floor Patching and Leveling – All sub-floors should be level to assure good installation. Concrete sub-floors should be troweled smooth and should conform to the standard specifications as recommended by the Portland Cement Association. The floor should be flat to within 1/8" in 10 feet. Cracks, holes and depressions can be filled using a good grade of Portland Cement/Latex fortified patching material. Do not install over loose tile (VAT, VCT or others).

Floor Cleaning – Sweep and vacuum the floor after patching and debris removal. Do not use oil or silicone based sweeping compound. Make sure all perimeter areas are clean. Smooth, nonporous floors should be damp mopped prior to product installation.

Floor Priming (General)

All porous, gritty, chalky and dusty surfaces should be primed using C&A Floorcoverings' C-36E Floor Primer. All patched areas must be fully primed.

Surfaces that are nonporous **do not** require primer. These surfaces must be cleaned as noted above.

Primer can be applied using a paint roller. Allow the primer to dry completely. Primer turns light blue and will not transfer to hand when dry.

When old adhesives other than cutback or emulsion adhesives have been removed, the appropriate primer is C&A's C-46E Premium Floor Primer. This premium floor primer does an excellent job of covering small amounts of old adhesive that may interfere with adhesion of the new floorcovering. This is not a substitute for removal of old adhesive and proper floor debris cleaning, but a safeguard for problems caused by small amounts of old residual adhesive.

Where existing non-asbestos containing cutback adhesive is present remove the old cutback to the substrate. Removal of asbestos containing cutback adhesive should be performed by a licensed asbestos contractor in accordance with state and federal requirements. After removal of the cutback adhesive prime the sub-floor using C&A's C-46E Premium Floor Primer. This premium floor primer is only intended to cover small amounts of old cutback adhesives that may interfere with adhesion of the new floor covering. After the floor has dried completely, install the RS modular tiles following the C&A installation procedures.

Installation

Determine the lay direction of the carpet based on building design and installation efficiencies.

- 1) Locate the first center line in the installation area by marking the center point of two opposing, parallel walls. Snap a white (not blue or red) chalk line between the two center marks. Snap a second, perpendicular chalk line at the mid-point of this line (use a 3-4-5-triangle method to make sure the second line is perpendicular to the first. **This procedure is very important.**
- 2) Check the distance from each center line to its parallel wall and determine how many 18" tiles will be required. Shift the line as needed (in a parallel direction) to balance the width of the border tiles (tiles against the wall). Border tiles where possible should not be less than half-tile widths.
- 3) Directional arrows are printed on the back of all tiles. Determine the "arrow direction" for the installation and make sure all tiles are installed in the same direction (unless a quarter-turn or other installation pattern is required).
- 4) C&A RS Modular Tiles are installed by removing (and properly disposing of) the protective plastic membrane from the back of the tile and positioning the tile on the floor as needed and pressing the tile firmly onto the floor.
- 5) Start from the intersection point in the center of the floor and install the first line of tiles along the first center line. Install the second line of tiles along the perpendicular centerline. Keep all the tiles exactly on the chalk lines. Fit the tiles snugly



next to each other by sliding them into place. DO NOT FORCE THE TILES. DO NOT TRAP FACE YARN BETWEEN OR UNDER TILE EDGES. Press the tiles into place. When the tiles are properly positioned roll with a 75 to 100 lb roller to assure a positive contact between the tile backing and the sub-floor. Tiles can be removed from the sub-floor at any time for realignment.

- 6) Continue to install the tiles in a stair-step or pyramid pattern starting from the intersection point. Check to make sure the tiles are properly aligned at the edges during installation.
- 7) Install border tiles by placing a tile face down exactly on top of the last full line of field tile, keep the arrows pointed in the same direction. This is the *cut tile*. Take another full tile and butt it against the wall allowing it to fall on top of the cut tile. This is the *reference tile*. Score a line on the back of the *cut tile* using the edge of the *reference tile* as a guide. Cut the *cut tile* along the reference line. Do not cut through to the field tile. Install the *cut tile* with the cut edge along the wall. Doorways and other permanent objects can be fitted using this method, by making a pattern or by measuring techniques. Provide transition strips on all exposed tile edges.

Other

For installation over substrates not covered above, information on exposed edges, air pockets, repairs, more-detailed installation instructions, and/or other installation information, please contact C&A Floorcoverings' Installation Services at 800/241-4902, ext. 2023, 2670, 2649, or 2129.

SEAM WELD / SEAM SEALER NOT RECOMMENDED ON TILE PRODUCTS.



**APPENDIX A
CARPET TILE**

CLEANING INSTRUCTIONS

CARE & MAINTENANCE OF TANDUS CARPET® (Periodic Cleaning)

Tandus Carpet products provide end-users with highly durable, easily maintainable products. An organized, fully implemented maintenance plan will ensure many years of performance from Tandus Carpet products and can reduce product lifecycle costs to make them one of the most affordable floorcovering options available.

For enhanced performance of your new installation, Tandus has evaluated several methods of periodic cleaning and has selected the optimum cleaning system for Tandus Carpet products. Based on numerous scientific evaluations involving both field and laboratory investigations, recommends the use of water extraction for the maintenance of Tandus Carpet products. Water extraction, performed properly on a regular basis, will reduce soil levels and maintain an acceptable appearance level, thus extending product life.

While there is no standardized cleaning frequency for all facilities, Tandus recommends low moisture extraction before Tandus Carpet becomes excessively soiled. Some areas may require monthly extraction, while limited-use areas may only require a yearly extraction. Ultimately, localized use, soiling conditions, and the quality of daily maintenance will determine the frequency of periodic cleaning. Tandus' Care Department, along with its approved maintenance partners(See Attachments Section, Maintenance, Sub-Section MAPS), will work with State of Michigan facilities to assist each facility in setting up a maintenance program suitable for its floorcovering.

The following should be considered when cleaning Tandus Carpet products:

1. Operate heating, ventilation, and air conditioning (HVAC) system during periodic cleaning.
2. Utilize air movers in conjunction with HVAC operation to expedite drying.
3. Limit traffic on wet Tandus Carpet to limit soil tracking and soil wicking.
4. Never use any product that contains optical brighteners or bleaching agents.
5. Select cleaning products with a pH of 4 – 9. Select cleaning products that do not leave oily residues. (Evaluate residue by diluting and pouring the solution into a pie plate. Place the pie plate in direct sunlight and allow evaporation. Evaluate un-evaporated residue for oily or sticky consistency.)
6. Request a listing of approved products from Tandus that have been evaluated for re-soil potential.
7. Always keep Material Safety Data Sheets (MSDS) available during cleaning.
8. Never use detergent concentrations stronger than those recommended by the detergent manufacturer.

Following is the recommended periodic cleaning procedure for the maintenance of Tandus Carpet products:

- Pre-vacuum the area to be cleaned, taking care to remove as much dry particulate (insoluble soil) as possible. (Water extraction is performed to remove water-soluble soil that cannot easily be removed with daily vacuuming. Detergents used in the extraction cleaning process attempt to emulsify these non-water-soluble particulates, thus reducing cleaning effectiveness.)
- Following thorough vacuuming, apply an alkaline pre-spray detergent or Syon-5™ directly to the face fiber. Alkaline detergents typically require 8-10 minutes of dwell time to begin emulsifying and suspending soil. Extracting the solution before allowing adequate dwell time will reduce cleaning effectiveness.
- Agitate the area with a pile rake or mechanical agitation to assist the detergent solution in lifting soil from the fiber. (NEVER USE A ROTARY BONNET for mechanical agitation.)
- Extract the detergent solution and attached soil particles using an extractor with fresh water only. Do not use a detergent solution in the extractor tank.
- After thoroughly rinsing, continue to extract the area using “dry” strokes (no water injection) until suitable moisture removal is attained. Under no circumstance should any Tandus Carpet product be allowed to remain wet for more than 12 hours.



Other considerations: It is not uncommon in heavy soiling situations for soil to reappear within 24-hours following drying. These instances almost always can be attributed to excess dry soil left in the pile fiber prior to applying pre-spray. If soiling reoccurs, vacuum the area using multiple vacuum passes and repeat the above procedures. If soiling returns after the second extraction, contact for additional cleaning suggestions.

Soiling that reoccurs more than 24-hours following cleaning often may be attributed to detergent residues that were not adequately rinsed. Evaluate detergency by pouring water onto pile fiber and briskly agitating with a spotting brush. Look for foaming or other signs of detergent residue. If detergent is present, continue to extract (rinse) these areas until detergent is thoroughly rinsed. In severe situations, an acid rinse may be applied as a pre-spray or added to the extractor rinse tank to neutralize detergent residues.

Some primary cleaning methods, such as the Whittaker System or Von Schrader System, have been proven effective in maintaining desired appearance levels and improving the quality of overall maintenance of Tandus Carpet. These interim methods should be used to extend the time between extractions and not as a replacement for water extraction. However, Tandus will require a written pre-approval for each exception to the use of extraction.

For additional information on the cleaning of Tandus Carpet products, contact Care Manager at 800-241-4902 Ext. 2120.

See more details regarding Tandus' recommended cleaning and maintenance specifications in Attachments Section, Maintenance, Sub-section Methods.

In addition, Tandus can recommend "Green" Cleaning Methods & Equipment to assist in qualifying for LEED points. See Attachments Section, LEED, for more information.



**APPENDIX B
CARPET TILE ITEM LISTING**
Page 1 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	17,603	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Field Carpet per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Sentinel II</u> Packaging: 6.67 yds per carton Current list price: \$ 38.30 % discount off list: 51.25% \$ 18.67 per square yard	<u>\$18.67</u>	<u>\$328,648.01</u>
1 a.	0	Sq. Yd.	360-70-10	ALTERNATE Carpet Tiles; 24" x 24"; Field Carpet Manufacturer: <u>Tandus</u> Product name: <u>Runaway</u> Packaging: 6.67 yds per carton Current list price: \$ 41.65 % discount off list: 54.45% \$ 18.97 per square yard	<u>\$ 18.97</u>	<u>\$0</u>
2.	N/A	Sq. Yd.	360-70-10	Carpet Tiles; 24" x 24"; Solid Color (for use as a border); per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Plex Accts II</u> Packaging: 6.67 yds per carton Current list price: \$54.90 % discount off list: 53.3% \$ 25.64 per square yard	<u>\$25.64</u>	<u>\$0</u>



**APPENDIX B
CARPET TILE ITEM LISTING**
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<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
3.	487	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Self Adhesive; per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Sentinel II with RS</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$39.30</p> <p>% discount off list: 49.75%</p> <p><u>\$19.75</u> per square yard</p>	<u>\$19.75</u>	<u>\$9,618.25</u>
4.	72	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Self Adhesive; Solid Color (for use as a border); per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Plex Accts II</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$55.90</p> <p>% discount off list: 52.20%</p> <p><u>\$ 26.72</u> per square yard</p>	<u>\$26.72</u>	<u>\$1,923.84</u>
5.	N/A	Sq. Yd	360-70-10	<p>Carpet Tiles; 24"x 24"; High Traffic; per the attached specification</p> <p>Manufacturer: <u>Tandus</u></p> <p>Product name: <u>Luminaire II</u></p> <p>Packaging: 6.67 yds per carton</p> <p>Current list price: \$34.36</p> <p>% discount off list:40.6%</p> <p><u>\$ 20.42</u> per square yard</p>	<u>\$20.42</u>	<u>\$0</u>



**APPENDIX B
CARPET TILE ITEM LISTING**
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<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
5a.	N/A	Sq. Yd	360-70-10	<p>ALTERNATE Carpet Tiles; 24"x 24"; High Traffic; per the attached specification Manufacturer: <u>Tandus</u> Product name: <u>Guardian A+</u> Packaging: 6.67 yds per carton Current list price: \$36.25 % discount off list:46.65%</p> <p><u>\$19.34</u> per square yard</p>	<u>\$19.34</u>	<u>\$0</u>
6.	N/A	Sq. Yd	360-70-10	<p>Carpet Tiles; 24" x 24"; Walk-Off; per the attached specification Manufacturer: Tandus Product name: <u>Abrasive Action</u> Packaging: 6.67 yds per carton Current list price: \$54.00 % discount off list: 51.6%</p> <p><u>\$ 26.13</u> per square yard</p>	<u>\$ 26.13</u>	<u>\$0</u>
7.	1,045	GL	360-70-10	<p>Adhesive; Pail per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: <u>C-EX</u> Packaging: <u>4</u> GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	<u>\$ 80.99</u>	\$84,634.55



**APPENDIX B
CARPET TILE ITEM LISTING**
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<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
8.	1,580	GL	360-70-10	<p>Sealant/Primer; Pail Primarily used for floor preparation for self adhesive carpet tile.</p> <p>per the Manufacturer's specification Manufacturer: <u>Tandus</u> Product name: C-46E Packaging: __ 4 __ GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	\$ 96.87	\$153,054.60
9.	78 (1 year usage)	GL	360-70-10	<p>Sealant/Primer; Pail per the Manufacturer's specification</p> <p>Primarily used for installing carpet tiles over old VCT tiles Manufacturer: Tandus Product name: <u>C-36</u> Packaging: __ 4 __ GL per pail Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	\$ 54.42	\$ 4,244.76
10.	88,583	Lineal Foot	360-70-10	<p>Vinyl (Cove Base and transition pieces) 1/8 gauge</p> <p>per the Manufacturer's specification Manufacturer: Armstrong Product name: 4" Vinyl Base Packaging: 120 lineal ft. Current list price: <u>N/A</u> % discount off list: <u>N/A</u></p>	\$ 2.19*	\$193,996.77*



**APPENDIX B
CARPET TILE ITEM LISTING**
Page 5 of 5

<u>Item No.</u>	<u>Estimated 5 Year Usage</u>	<u>Unit</u>	<u>Commodity Code</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
11.	102,833	Lineal Foot	360-70-10	Carpet Base 4" height per the Manufacturer's specification Manufacturer: <u>Tandus (Powerbond)</u> Product name: <u>3 styles as quoted above</u> Packaging: <u>400 Lineal ft</u> Current list price: <u>N/A</u> % discount off list: <u>N/A</u>	<u>\$ 3.30*</u>	\$338,320.57*

*Price includes installation charges

The date of the manufacturer's printed list price/catalog used to calculate the price quoted for each item on the attached Item Listings.

September / 11 / 2008

Please note that the estimated usage figures indicated above are based on historical information. The State is not obligated to purchase in these or any other quantities. The State expects pricing on each item to reflect similar percentage discounts off list.



**APPENDIX C
PRICING SHEETS
RELATED SERVICES**

REMOVAL:

REMOVAL charges for the zones are indicated below. 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.

These charges are expressed as a per yard charge. Please refer to the attached Appendix E - Zone Map for reference purposes. All removal charges shall include prevailing wage as per the attached prevailing wage rate schedules for laborers and carpenters.

Prices for laborer:

Zone	Removal	Premium Service (evenings/ weekends)	Disposal Charge to DMB, Lansing	Disposal Charge to local recycling location
<u>Zone 1 – Metro Region</u> -Carpet Tiles	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$4.90</u> per sq. yd	<u>\$6.50</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd
<u>Zone 2- University Region</u> -Carpet Tiles	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$4.90</u> per sq. yd	<u>\$6.50</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd
<u>Zone 3- Southwest Region</u> -Carpet Tiles	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$4.05</u> per sq. yd	<u>\$5.40</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$4.90</u> per sq. yd	<u>\$6.50</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd
<u>Zone 4- Bay Region</u> -Carpet Tiles	<u>\$4.25</u> per sq. yd	<u>\$5.75</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$4.25</u> per sq. yd	<u>\$5.75</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$5.15</u> per sq. yd	<u>\$6.80</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd



**APPENDIX C
PRICING SHEETS
RELATED SERVICES**

REMOVAL: Continued

Prices for laborer:

Zone	Removal	Premium Service (evenings/ weekends)	Disposal Charge to DMB, Lansing	Disposal Charge to local recycling location
<u>Zone 5- North Region</u> -Carpet Tiles	<u>\$4.65</u> per sq. yd	<u>\$6.30</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$4.65</u> per sq. yd	<u>\$6.30</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$5.60</u> per sq. yd	<u>\$7.40</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd
<u>Zone 6- Superior Region</u> -Carpet Tiles	<u>\$8.10</u> per sq. yd	<u>\$10.90</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Broadloom	<u>\$8.10</u> per sq. yd	<u>\$10.90</u> per sq. yd	<u>\$0.50</u> per sq. yd	<u>\$0.80</u> per sq. yd
-Permanently Attached Flooring	<u>\$9.10</u> per sq. yd	<u>\$12.00</u> per sq. yd	<u>\$0.75</u> per sq. yd	<u>\$1.05</u> per sq. yd

ATTENTION: NO USED CARPET SHALL BE DISPOSED OF IN A LANDFILL.

FLOORE Closed Loop Recycling Program: All used carpet removed must be sent to State Surplus. Should recycling be necessary, State surplus will coordinate recycling through Tandus. Tandus will pay for freight costs on transporting a full semi-load of used pre-approved vinyl back carpet to their facility in Georgia to be recycled. However the State is responsible for the storage costs of the used carpet until the semi is full.



APPENDIX C

**PRICING SHEETS
RELATED SERVICES**

FLOOR PREPARATION:

Floor Preparation charges for the zones are indicated below. These charges are expressed as a per yard charge. Please refer to the attached Appendix E - Zone Map for reference purposes. All floor preparation charges shall include prevailing wage as per the attached prevailing wage rate schedules for laborers and carpenters.

Zone	Laborer		Carpenter	
	Standard	Premium Service (evenings/ weekends)	Standard	Premium Service (evenings/ weekends)
<u>Zone 1 – Metro Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd
<u>Zone 2- University Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd
<u>Zone 3- Southwest Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd
<u>Zone 4- Bay Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd
<u>Zone 5- North Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd
<u>Zone 6- Superior Region</u>	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd	<u>\$1.00</u> per sq. yd	<u>\$1.30</u> per sq. yd



**APPENDIX C
PRICING SHEETS
RELATED SERVICES**

EXCESSIVE FLOOR PREPARATION

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). These charges are expressed as a per yard charge. Please refer to the attached Appendix E - Zone Map for reference purposes. All excessive floor preparation charges shall include prevailing wage as per the attached prevailing wage rate schedules for laborers and carpenters.

Zone	Laborer		Carpenter	
	Standard	Premium Service (evenings/ weekends)	Standard	Premium Service (evenings/ weekends)
<u>Zone 1 – Metro Region</u>	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd
<u>Zone 2- University Region</u>	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd
<u>Zone 3- Southwest Region</u>	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd
<u>Zone 4- Bay Region</u>	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd	<u>\$4.73</u> per sq. yd	<u>\$6.37</u> per sq. yd
<u>Zone 5- North Region</u>	<u>\$6.14</u> per sq. yd	<u>\$8.18</u> per sq. yd	<u>\$6.14</u> per sq. yd	<u>\$8.18</u> per sq. yd
<u>Zone 6- Superior Region</u>	<u>\$9.48</u> per sq. yd	<u>\$12.74</u> per sq. yd	<u>\$9.48</u> per sq. yd	<u>\$12.74</u> per sq. yd



**APPENDIX C
PRICING SHEETS
RELATED SERVICES**

INSTALLATION:

Installation charges for the zones are indicated below. These charges are expressed as a per yard charge. Please refer to the attached Appendix E - Zone Map for reference purposes. All floor preparation charges shall include prevailing wage as per the attached prevailing wage rate schedules for laborers and carpenters.

Zone	Laborer		Carpenter		Furniture Lift System (This rate is an additional charge to install rate)
	Standard	Premium Service (evenings/ weekends)	Standard	Premium Service (evenings/ weekends)	
Zone 1 – Metro Region	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd
Zone 2- University Region	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd
Zone 3- Southwest Region	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd	\$5.95 per sq. yd	\$4.46 per sq. yd
Zone 4- Bay Region	\$4.68 per sq. yd	\$6.34 per sq. yd	\$4.68 per sq. yd	\$6.34 per sq. yd	\$4.97 per sq. yd
Zone 5- North Region	\$5.12 per sq. yd	\$6.95 per sq. yd	\$5.12 per sq. yd	\$6.95 per sq. yd	\$5.51 per sq. yd
Zone 6- Superior Region	\$8.94 per sq. yd	\$12.02 per sq. yd	\$8.94 per sq. yd	\$12.02 per sq. yd	\$8.82 per sq. yd



**APPENDIX C
PRICING SHEETS
RELATED SERVICES**

CLEANING

Cleaning charges for the zones are indicated below. These charges are expressed as a per yard charge. Please refer to the attached Appendix E - Zone Map for reference purposes. All cleaning charges shall include prevailing wage as per the attached prevailing wage rate schedules for laborers.

Zone	Laborer Standard Service (evenings/ weekends)
<u>Zone 1 – Metro Region</u>	<u>\$2.95</u> per sq. yd
<u>Zone 2- University Region</u>	<u>\$2.95</u> per sq. yd
<u>Zone 3- Southwest Region</u>	<u>\$2.95</u> per sq. yd
<u>Zone 4- Bay Region</u>	<u>\$3.53</u> per sq. yd
<u>Zone 5- North Region</u>	<u>\$4.12</u> per sq. yd
<u>Zone 6- Superior Region</u>	<u>\$5.88</u> per sq. yd



**APPENDIX C
PRICING SHEETS
CARPET TILES AND RELATED SERVICES**

TOTAL PROJECT COST SHEET

Page 1 of 2

ITEM		PRODUCT OFFERING	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.	Carpet Tiles; 24" x 24" Per the attached specification Reference: Lee's Discovery	Manufacturer: Tandus Product name: Sentinel II	5,000	sq. yd	\$18.67	<u>\$93,350.00</u>
2.	Carpet Tiles; 24" x 24"; Per the attached specification Solid Color (use as border)	Manufacturer: Tandus Product name: Plexus Accents II	500	sq. yd	\$25.64	<u>\$12,820.00</u>
3.	Carpet Tile; 24" x 24"; High Traffic Per the attached specification	Manufacturer: Tandus Product name: Luminaire II	5,000	sq. yd	\$20.42	<u>\$102,100.00</u>
4.	Carpet Tile; 24" x 24"; Walk-off Per the attached specification	Manufacturer: Tandus Product name: Abrasive Action	500	sq. yd	\$26.13	<u>\$13,065.00</u>
5.	Adhesive; Pail per the Manufacturer's specification	Manufacturer: Tandus Product name: C-14	Pails Required Per Quantity for Item #1 (Bidder to complete) 36 Pails 4-gallon_Size of Pail	Pail	\$80.99	<u>\$2,915.64</u>



**APPENDIX C
PRICING SHEETS
CARPET TILES AND RELATED SERVICES**

TOTAL PROJECT COST SHEET

Page 2 of 2

ITEM		LABOR ZONE AND RATE	QUANTITY	UNIT	UNIT PRICE (Bidder to complete)	EXTENDED PRICE (Bidder to complete)
6.	Removal services per the Manufacturer's specification	Zone 2 Standard Laborer Rate	5,000	Sq. yd.	\$4.05	<u>\$20,250.00</u>
7.	Floor prep per the Manufacturer's specification	Zone 2 Standard Laborer Rate	5,000	Sq. yd	\$1.00	<u>\$5,000.00</u>
8.	Installation services per the Manufacturer's specification	Zone 2 Standard Carpenter Rate	5,000	Sq. yd	\$4.46	<u>\$22,300.00</u>
GRAND TOTAL PROJECT COST (Total of items #1-8)						\$271,800.64



**APPENDIX C
PRICING SHEETS**

ADDITIONAL INFORMATION SHEET

- 1. Indicated below is the restocking charge (see **RESTOCKING PROGRAM** statement in the attached terms and conditions). This restocking charge is expressed as a percentage (%) of the net price for the items to be returned:

35% of the net price for the items to be returned.

This is the Tandus Standard Restocking Charge and may be negotiated between the parties.

- 2. Indicated below is the project coordination charge (see **PROJECT COORDINATION** statement in the attached terms and conditions). This project coordination charge is expressed as a dollar amount per hour:

\$ 74.26 per hour

- 3. **WARRANTY:** Warranty levels are indicated below:

15 years

All of the above warranties **MUST** also include labor costs.

- 4. **STORAGE:** Indicated below is the cost for storage per square foot per day beyond a minimum of seven (7) calendar days:

\$ 0.03 per foot per day

120 number of days bidder is offering if over the minimum of 7days

- 6. Please indicate below the person(s) responsible for administering a Contract:

NAME: Elyse Gardner

NAME: Christian Trost

TITLE: Account Executive

TITLE: Account Executive

PHONE: 248-346-8733

PHONE: 616-293-5512

E-MAIL: egardner@tandus.com

E-MAIL: ctrost@tandus.com



**APPENDIX C
PRICING SHEETS**

ADDITIONAL INFORMATION SHEET (continued)

Please indicate the address where orders shall be placed for this Contract. Also, please indicate a contact person and telephone number where agencies can call with general questions about orders already place, scheduled ship dates, etc.:

Tandus US LLC (company name)
POB 1447 Dalton, Georgia 30722-1447 (address)
Susan Bridges, District Acct Coordinator (contact person)
800-241-4902, Extension 2654 (telephone number)
800-241-4902, Extension 2638 (fax number)
sbridges@tandus.com (e-mail)

APPENDIX D

FOR THE AGENCY BUYER LIST

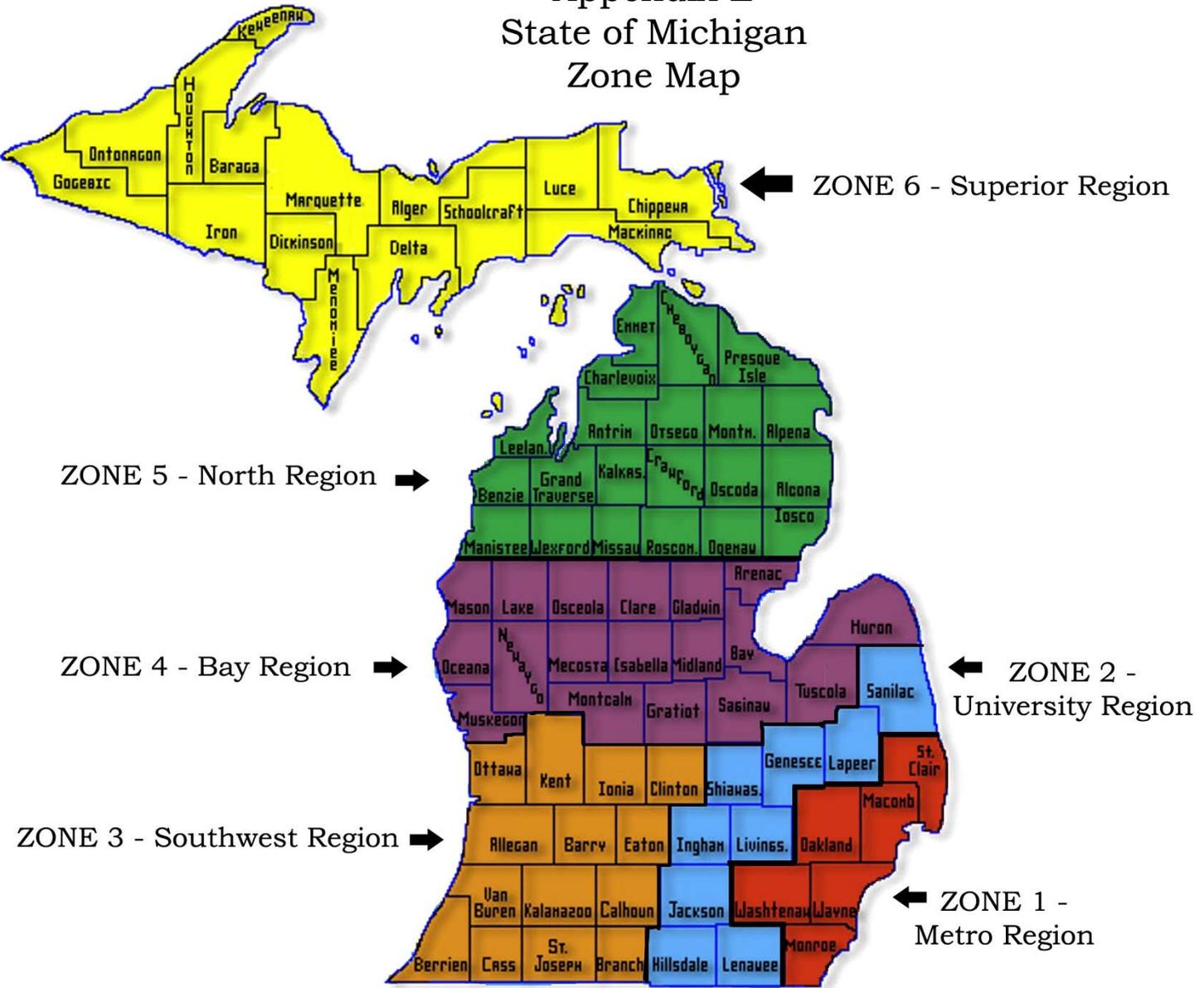
CLICK ON THE LINK BELOW:

[HTTP://WWW.MICHIGAN.GOV/BUYMICHIGANFIRST](http://www.michigan.gov/buymichiganfirst)

SELECT: CONTACT US

SELECT: Other Executive Agencies' Buyer List

Appendix E State of Michigan Zone Map



APPENDIX F

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The Michigan Department of Labor & Economic Growth determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rates provide an hourly rate which includes wage and fringe benefit totals for designated construction mechanic classifications. The overtime rates also include wage and fringe benefit totals. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic **requested by a contracting agent** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, **must** be obtained **prior** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep certified payrolls, as used in the industry, of each and every construction mechanic, and verification of such certified payroll in writing by either a representative or auditor/certified accountant at the end of such a certified payroll. These records should include the occupation and indicate the hours worked on each project for each classification and the actual wages and benefits paid. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic shall only be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the Wage & Hour Division. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.

A violation of Act 166 may result in the contractor's name being added to the Prevailing Wage Act Violators List

published on the division's website, updated monthly. This list includes the names and addresses of

contractors and subcontractors the division has found in violation of Act 166 based on complaints from

individuals and third parties. The Prevailing Wage Act Violators List is intended to inform contracting agents of

contractors that have violated Act 166 for use in determining who should receive state-funded projects.

APPENDIX G

Michigan Department of Labor & Economic Growth *Wage & Hour Division* **OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE SCHEDULE**

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays
First 8 Hours		4	8
9th Hour	1	5	
10th Hour	2	6	
Over 10 hours	3	7	

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)

the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)

the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)

the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)

the 6th character is for time worked in the 10th hour (9.1 - 10 hours)

the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

The last character indicates if an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked.

2. Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due

X - means TIME AND ONE-HALF due after 40 HOURS worked

D - means DOUBLE PAY due

Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked

N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

3. EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (*characters 1 - 3*); for all hours worked on Saturday, 1½ rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The N (*character 9*) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (*characters 1-3*); for hours worked on Saturday, 1½ rate is due (*characters 4 - 7*). Work done on Sundays or holidays must be paid double time (*character 8*). The Y (*character 9*) indicates that 4 ten-hour days is an acceptable alternative workweek. (REV 01/15/08)

APPENDIX H

State of Michigan

Department of Labor and Economic Growth

Wage and Hour Division
 6546 Mercantile Way, Suite 5
 PO Box 30476
 Lansing, MI 48909-7976
 Telephone: 517-335-0400
 TTY: 517-373-7489
 Fax: 517-335-0077
 www.michigan.gov/wagehour

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

Page 1 of 34

Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter Carpenter		CA-100	\$32.60	\$44.24	\$55.88	H H H X H H H D N
	Apprentice Rates:					
	1st year		\$18.96	\$24.61	\$30.26	
	2nd year		\$21.69	\$28.47	\$35.25	
	3rd year		\$25.78	\$34.25	\$42.73	
	4th year		\$28.51	\$38.12	\$47.72	
<i>Rate Applies To The Following</i>						
Allegan Muskegon Newaygo	Barry Oceana	Kent Osceola	Lake Ottawa	Mason	Mecosta 	Montcalm
Carpenter Floor layer		CA1004FL	\$31.02	\$41.92	\$52.82	H H H H H H H D Y
	Apprentice Rates:					
	1st Year		\$23.78	\$30.34	\$36.90	
	2nd Year		\$25.96	\$33.61	\$41.26	
	3rd Year		\$28.15	\$36.90	\$45.64	
	4th Year		\$29.24	\$38.53	\$47.82	
<i>Rate Applies To The Following</i>						
Clinton Livingston--	Eaton --The townships of Conway, Cochochtah, Handy, Howell, Iosco & Marion	Ingham	Ionia	Jackson	Lenawee	Livingston

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008
 Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter Carpenter & piledriver		CA1004J	\$34.67	\$46.97	\$59.27	H H H H H H H D Y
	Apprentice Rates:					
	1st Year		\$26.31	\$33.74	\$41.17	
	2nd Year		\$28.78	\$37.45	\$46.11	
	3rd Year		\$31.26	\$41.17	\$51.07	
	4th Year		\$32.50	\$43.03	\$53.55	
<u>Rate Applies To The Following</u>						
Jackson	Lenawee					
Carpenter Carpenter, piledriver		CA1004L	\$35.47	\$48.17	\$60.87	H H H H H H H D Y
	Apprentice Rates:					
	1st Year		\$26.79	\$34.46	\$42.13	
	2nd Year		\$29.34	\$38.29	\$47.23	
	3rd Year		\$31.90	\$42.13	\$52.35	
	4th Year		\$33.18	\$44.05	\$54.91	
<u>Rate Applies To The Following</u>						
Clinton	Eaton	Ingham	Ionia	Livingston		
	Eaton-- -All Twps EXCEPT Bellevue, Kalamo, Vermontville, and Walton					
	Ionia-- -Twps of Danby, Orange, Portland, and Sebewa					
	Livingston-- -Twps of Conway, Cohoctah, Handy, Howell, Iosco, and Marion					
Carpenter Floor Layer		CA-100FL	\$26.76	\$35.67	\$44.57	H H H H H H H D N
	Apprentice Rates:					
	1st year		\$17.85	\$22.30	\$26.75	
	2nd year		\$20.53	\$26.32	\$32.11	
	3rd year		\$22.31	\$28.99	\$35.67	
	4th year		\$24.09	\$31.66	\$39.23	
<u>Rate Applies To The Following</u>						
Allegan	Barry	Kent	Lake	Mason	Mecosta	Montcalm
Muskegon						
Newaygo	Oceana	Osceola	Ottawa			

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter		CA1045	\$40.22	\$56.42	\$72.61	H H H H D D D D N
	Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)					
	Apprentice Rates:					
	1st 6 months		\$21.10	\$28.15	\$35.19	
	2nd 6 months		\$24.62	\$33.42	\$42.23	
	3rd 6 months		\$26.38	\$36.07	\$45.75	
	4th 6 months		\$28.15	\$38.72	\$49.29	
	5th 6 months		\$29.91	\$41.36	\$52.81	
	6th 6 months		\$31.67	\$44.01	\$56.33	
	7th 6 months		\$33.42	\$46.63	\$59.83	
	8th 6 months		\$35.19	\$49.28	\$63.37	

Rate Applies To The Following

Genesee Lapeer Livingston Macomb Monroe Oakland Sanilac
 St. Clair
 Washtenaw Wayne
 Livingston-- -All EXCEPT Twps of Conway, Cohochtah, Handy, Howell, Iosco, and Marion

Carpenter		CA1510-C	\$33.57	\$45.48	\$57.39	H H D H H H D D Y
	Carpenter, Drywall Taper & Finisher, & Floor Layer					
	Apprentice Rates:					
	1st 6 months		\$27.27	\$34.79	\$42.31	
	2nd 6 months		\$28.52	\$36.67	\$44.81	
	3rd 6 months		\$29.77	\$38.54	\$47.31	
	4th 6 months		\$31.03	\$40.43	\$49.83	
	5th 6 months		\$32.28	\$42.31	\$52.33	
	6th 6 months		\$33.53	\$44.18	\$54.83	
	7th 6 months		\$34.78	\$46.05	\$57.33	
	8th 6 months		\$36.04	\$47.95	\$59.85	

Rate Applies To The Following

Alger Baraga Chippewa Delta Dickinson Gogebic Houghton
 Iron
 Keweenaw Luce Mackinac Marquette Menominee Ontonagon Schoolcraft

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008
 Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter Piledriver		CA1510-P	\$33.77	\$45.78	\$57.79	H H D H H H D D Y
	Apprentice Rates:					
	1st 6 months		\$27.39	\$34.97	\$42.55	
	2nd 6 months		\$28.65	\$36.86	\$45.07	
	3rd 6 months		\$29.91	\$38.75	\$47.59	
	4th 6 months		\$31.17	\$40.64	\$50.11	
	5th 6 months		\$32.44	\$42.55	\$52.65	
	6th 6 months		\$33.70	\$44.43	\$55.17	
	7th 6 months		\$34.96	\$46.33	\$57.69	
	8th 6 months		\$36.23	\$48.23	\$60.23	
<i>Rate Applies To The Following</i>						
Alger	Baraga	Chippewa	Delta	Dickinson	Gogebic	Houghton
Iron	Luce	Mackinac	Marquette	Menominee	Ontonagon	Schoolcraft
Keweenaw						
Carpenter Carpenter and Floor Layer		CA202	\$29.67	\$40.34	\$51.00	H H H H H H H D Y
	Apprentice Rates:					
	1st year		\$20.03	\$25.38	\$30.73	
	2nd year		\$22.21	\$28.62	\$35.04	
	3rd year		\$25.48	\$33.50	\$41.52	
	4th year		\$27.66	\$36.75	\$45.84	
<i>Rate Applies To The Following</i>						
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford
Emmet						
Grand Traverse	Kalkaska	Leelanau	Manistee	Missaukee	Montmorency	Oscoda
Otsego						
Presque Isle	Roscommon	Wexford				

Official Request #: 1
Requestor: Michigan Dept of Management & Budget
Project Description: carpet tear out & replacement
Project Number:

Printed: 10/30/2008
 Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter Piledriver		CA202PD	\$30.32	\$41.30	\$52.28	H H H H H H H D Y
	Apprentice Rates:					
	1st Year		\$20.35	\$25.86	\$31.36	
	2nd Year		\$22.59	\$29.20	\$35.80	
	3rd Year		\$25.97	\$34.23	\$42.49	
	4th Year		\$28.21	\$37.57	\$46.93	
<i>Rate Applies To The Following</i>						
Alcona Emmet Grand Traverse Otsego Presque Isle	Alpena Kalkaska Roscommon	Antrim Leelanau Wexford	Benzie Manistee	Charlevoix Missaukee	Cheboygan Montmorency	Crawford Oscoda
Carpenter Carpenter & Piledriver		CA-525	\$32.15	\$43.93	\$55.71	H H H H H H H D N
	Apprentice Rates:					
	1st year		\$19.39	\$25.28	\$31.17	
	2nd year		\$22.22	\$29.29	\$36.36	
	3rd year		\$26.47	\$35.31	\$44.15	
	4th year		\$29.29	\$39.30	\$49.32	
<i>Rate Applies To The Following</i>						
Berrien Kalamazoo St. Joseph	Branch Van Buren	Calhoun	Cass	Eaton	Hillsdale	Ionia
Eaton-- -the townships of Bellevue, Kalamo, Vermontville & Walton only Ionia-- -not included - townships of Danby, Orange, Portland & Sebawa						
Carpenter Floor Layer		CA-525-FL	\$25.76	\$34.87	\$43.97	H H H H H H H D N
	Apprentice Rates:					
	1st year		\$17.85	\$22.30	\$26.75	
	2nd year		\$20.53	\$26.32	\$32.11	
	3rd year		\$22.31	\$28.99	\$35.67	
	4th year		\$24.09	\$31.66	\$39.23	
<i>Rate Applies To The Following</i>						
Berrien Van Buren	Branch	Calhoun	Cass	Hillsdale	Kalamazoo	St. Joseph

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

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Official 2008 Prevailing Wage Rates for State Funded Projects

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter Carpenter, piledriver		CA687Z1	\$44.37	\$62.97	\$81.56	H H D H D D D D Y
	Apprentice Rates:					
	1st Year		\$28.84	\$39.69	\$50.54	
	3rd 6 months		\$30.81	\$42.64	\$54.48	
	4th 6 months		\$32.78	\$45.60	\$58.42	
	5th 6 months		\$34.75	\$48.56	\$62.36	
	6th 6 months		\$36.73	\$51.53	\$66.32	
	7th 6 months		\$38.70	\$54.49	\$70.26	
	8th 6 months		\$40.66	\$57.43	\$74.18	

Rate Applies To The Following

Macomb Monroe Oakland St. Clair Wayne

Carpenter Carpenter, piledriver		CA687Z2	\$43.87	\$62.21	\$80.55	H H D H D D D D Y
	Apprentice Rates:					
	1st year		\$28.55	\$39.26	\$49.96	
	3rd 6 months		\$30.50	\$42.18	\$53.86	
	4th 6 months		\$32.44	\$45.10	\$57.74	
	5th 6 months		\$34.40	\$48.03	\$61.66	
	6th 6 months		\$36.34	\$50.94	\$65.54	
	7th 6 months		\$38.29	\$53.87	\$69.44	
	8th 6 months		\$40.23	\$56.77	\$73.32	

Rate Applies To The Following

Livingston Sanilac Washtenaw
Livingston-- -Twps of Brighton, Deerfield, Genoa, Green Oak, Hamburg, Hartland, Osceola, Putnam, Tyrone, and Unadilla

Carpenter Carpenter, Floor layer, Acoustical Ceiling Tile Erector, Piledriver		CA706F	\$35.85	\$48.65	\$61.44	H H H H H H H D Y
	Apprentice Rates:					
	1st year		\$24.78	\$31.19	\$37.60	
	2nd year		\$29.91	\$38.88	\$47.86	
	3rd year		\$31.19	\$40.80	\$50.42	
	4th year		\$33.75	\$44.64	\$55.54	

Rate Applies To The Following

Genesee Lapeer Shiawassee

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

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Official 2008 Prevailing Wage Rates for State Funded Projects

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Carpenter		CA706Z4-CA	\$35.25	\$47.76	\$60.27	H H H H H H H D Y
	Carpenter, floor layer, acoustical ceiling tile erector, piledriver					
	Apprentice Rates:					
	1st year		\$24.46	\$30.73	\$37.00	
	2nd year		\$29.48	\$38.26	\$47.04	
	3rd year		\$30.73	\$40.14	\$49.54	
	4th year		\$33.24	\$43.90	\$54.56	
	<i>Rate Applies To The Following</i>					
Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Iosco
Isabella						
Midland	Ogemaw	Saginaw	Tuscola			
Electrician		EC-1070-A85K	\$42.55	\$56.85	\$71.15	H H H H D D D D Y
	Inside wireman for work above \$85,000					
	Apprentice Rates:					
	1st period		\$25.77	\$32.92	\$40.07	
	2nd period		\$28.63	\$37.21	\$45.79	
	3rd period		\$31.49	\$41.51	\$51.51	
	4th period		\$36.83	\$48.27	\$59.71	
	5th period		\$38.27	\$50.43	\$62.59	
	6th period		\$39.69	\$52.56	\$65.43	
	<i>Rate Applies To The Following</i>					
Alger	Chippewa	Luce	Mackinac	Marquette		
Electrician		EC-1070-B85K	\$40.47	\$53.73	\$66.99	H H H H D D D D Y
	Inside wireman for work below \$85,000					
	Apprentice Rates:					
	1st period		\$24.73	\$31.36	\$37.99	
	2nd period		\$27.38	\$35.34	\$43.29	
	3rd period		\$30.03	\$39.32	\$48.59	
	4th period		\$35.17	\$45.78	\$56.39	
	5th period		\$36.50	\$47.78	\$59.05	
	6th period		\$37.82	\$49.75	\$61.69	
	<i>Rate Applies To The Following</i>					
Alger	Chippewa	Luce	Mackinac	Marquette		

Official Request #: 1
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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside Wireman		EC-131-IW	\$37.72	\$54.02	\$70.32	H H H H H H H D Y
	Apprentice Rates:					
	0-1000 hours		\$16.40	\$22.18	\$27.95	
	1000-2000 hours		\$17.83	\$24.32	\$30.81	
	2000-3500 hours		\$21.15	\$29.17	\$37.18	
	3500-5000 hours		\$22.59	\$31.32	\$40.06	
	5000-6500 hours		\$25.51	\$35.71	\$45.90	
	6500-8000 hours		\$28.42	\$40.07	\$51.72	

Rate Applies To The Following

Allegan Barry Kalamazoo St. Joseph Van Buren
 Allegan-- -Townships of Saugatuck, Manlius, Heath, Monterey, Lee, Clyde, Hopkins, Wayland, Ganges, Valley, Allegan,
 Watson, Martin, Casco, Otsego, Cheshire, Trowbridge and Gunplain ONLY
 Barry-- -Townships of Barry, Yankee Springs, Rutland, Orangeville, Hope and Prairieville ONLY

Electrician Inside Wireman		EC-153-IW	\$43.17	\$58.02	\$72.87	H H H H H H H D Y
	Apprentice Rates:					
	1st period		\$19.28	\$25.46	\$31.64	
	2nd period		\$20.82	\$27.77	\$34.72	
	3rd period		\$29.50	\$38.00	\$46.50	
	4th period		\$32.95	\$42.99	\$53.03	
	5th period		\$36.40	\$47.99	\$59.58	
	6th period		\$39.85	\$52.98	\$66.11	

Rate Applies To The Following

Berrien Cass

Electrician Inside wireman for work above \$130,000 total value		EC-219-ZA-	\$41.33	\$55.20	\$69.06	H H H H H H H D Y
	Apprentice Rates:					
	1,000-2,000 hours		\$23.26	\$30.42	\$37.57	
	2,000 - 3,500 hours		\$28.39	\$36.99	\$45.58	
	3,500-5,000 hours		\$31.26	\$41.30	\$51.32	
	5,000 - 6,500 hours		\$34.12	\$45.59	\$57.04	
	6,500 - 8,000 hours		\$36.99	\$49.89	\$62.78	

Rate Applies To The Following

Dickinson Iron

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-219-ZA-	\$39.04	\$51.77	\$64.49	H H H H H H H D Y
	Inside wireman for work below 130,000 total value.					
	Apprentice Rates:					
	0 - 1,000 hours		\$20.82	\$26.76	\$32.69	
	1,000 - 2 000 hours		\$22.14	\$28.73	\$35.33	
	2,000 - 3,500 hours		\$27.02	\$34.94	\$42.84	
	3,500 - 5,000 hours		\$29.66	\$38.89	\$48.12	
	5,000 - 6,500 hours		\$32.30	\$42.85	\$53.40	
	6,500 - 8,000 hours		\$34.94	\$48.13	\$60.44	

Rate Applies To The Following

Dickinson Iron

Electrician		EC-219-ZB-	\$41.33	\$55.20	\$69.06	H H H H H H H D Y
	Inside wireman for work above \$130,000 total value.					
	Apprentice Rates:					
	6,500-8,000 hours		\$36.99	\$49.89	\$62.78	
	0-1,000 hours		\$21.83	\$28.27	\$34.71	
	1,000-2,000 hours		\$23.26	\$30.42	\$37.57	
	2,000-3,500 hours		\$28.39	\$36.99	\$45.58	
	3,500-5,000 hours		\$31.26	\$41.30	\$51.32	
	5,000-6,500 hours		\$34.12	\$45.59	\$57.04	

Rate Applies To The Following

Baraga Gogebic Houghton Keweenaw Ontonagon

Electrician		EC-219-ZB-	\$36.78	\$48.37	\$59.96	H H H H H H H D Y
	Inside wireman for work below \$130,000 total value.					
	Apprentice Rates:					
	0-1,000 hours		\$19.79	\$25.22	\$30.63	
	1,000-2,000 hours		\$21.00	\$27.03	\$33.05	
	2,000-3,500 hours		\$25.65	\$32.88	\$40.10	
	3,500-5,000 hours		\$28.06	\$36.50	\$44.92	
	5,000-6,500 hours		\$30.48	\$40.12	\$49.76	
	6,500-8,000 hours		\$32.88	\$43.33	\$53.78	

Rate Applies To The Following

Baraga Gogebic Houghton Keweenaw Ontonagon

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside wireman		EC-252-IW	\$52.79	\$72.84	\$92.88	H H D H D D D D N
	Apprentice Rates:					
	1st Period		\$29.23	\$37.18	\$45.13	
	2nd Period		\$33.89	\$44.18	\$54.45	
	3rd Period		\$38.00	\$50.34	\$62.67	
	4th Period		\$42.10	\$56.49	\$70.87	
	5th Period		\$46.22	\$62.67	\$79.11	
	6th Period		\$50.33	\$68.83	\$87.33	

Rate Applies To The Following

Ingham Jackson Livingston Washtenaw
 Ingham-- -Townships of Onondaga, Leslie, Stockbridge and Bunker Hill ONLY.
 Livingston-- -Townships of Unadilla, Putnam, Hamburg, and Green Oak ONLY.

Electrician Inside Wireman		EC-275-IW	\$38.88	\$55.10	\$71.32	H H H H H H H D Y
	Apprentice Rates:					
	0-1000 hours		\$16.63	\$21.98	\$27.32	
	1000-2000 hours		\$17.97	\$23.99	\$30.00	
	2000-3500 hours		\$20.82	\$28.38	\$35.95	
	3500-5000 hours		\$22.20	\$30.46	\$38.71	
	5000-6500 hours		\$25.31	\$35.12	\$44.93	
	6500-8000 hours		\$32.12	\$44.86	\$57.60	

Rate Applies To The Following

Allegan Barry Ionia Isabella Kent Lake Mason
 Mecosta
 Montcalm Muskegon Newaygo Oceana Osceola Ottawa
 Allegan-- -Laketon, Fillmore, Overisel, Salem, Dorr & Leighton townships
 Barry-- -Thornapple & Irving townships
 Ionia-- -Otisco, Orleans, Ronald, N Plains, Keene, Easton, Ionia, Lyons, Boston, Berlin, Campbell & Odessa townships
 Isabella-- -Coldwater, Gilmore, Sherman, Nottawa, Bloomfield, Deerfield, Rolland, & Fremont townships
 Lake-- -Sweetwater, Webber, Cherry Valley, Pinora Lake, Yates, Pleasant Plains & Chase townships
 Mason-- -Victory, Sherman, Sheridan, Hamlin, Amber, Pere Marquette, Custer, Branch, Summit, Riverton, Eden, & Logan townships
 Osceola-- -Richmond, Hersey, Evart, & Orient townships

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-445-IW	\$39.70	\$54.17	\$68.63	H H H H H H H D N
Journeyman Wireman						
	Apprentice Rates:					
	0-1,000 hours		\$18.80	\$25.37	\$31.94	
	1,001-2,000 hours		\$20.27	\$27.58	\$34.88	
	2,001-2,750 hours		\$26.68	\$34.86	\$43.05	
	2,751-3,500 hours		\$28.16	\$37.09	\$46.01	
	3,501-4,250 hours		\$29.66	\$39.33	\$49.01	
	4,251-5,000 hours		\$31.15	\$41.57	\$51.99	
	5,001-5,750 hours		\$32.64	\$43.81	\$54.97	
	5,751-6,500 hours		\$34.12	\$46.03	\$57.93	
	6,501-7,250 hours		\$35.61	\$48.26	\$60.91	
	7,251-8,000 hours		\$37.11	\$50.51	\$63.91	

Rate Applies To The Following

Barry Branch Calhoun Eaton
 Barry-- -Townships of Carlton, Woodland, Hastings, Castleton, Baltimore, Maple Grove, Johnstown, and Assyria ONLY.
 Eaton-- -Townships of Sunfield, Vermontville, Kalamo, Bellevue, Walton, and Brookfield ONLY.

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-498-IW	\$36.42	\$51.42	\$66.42	H H H H H H D D Y
Inside Wireman						
	Apprentice Rates:					
	Period 1		\$16.41	\$22.02	\$27.63	
	Period 2		\$17.79	\$24.10	\$30.39	
	Period 3		\$20.71	\$28.48	\$36.23	
	Period 4		\$22.13	\$30.60	\$39.07	
	Period 5		\$25.31	\$35.37	\$45.43	
	Period 6		\$28.20	\$39.71	\$51.21	

Rate Applies To The Following

- | | | | | | | |
|----------------|---------|------------|-----------|-------|-----------|---------|
| Antrim | Benzie | Charlevoix | Cheboygan | Clare | Crawford | Emmet |
| Grand Traverse | | | | | | |
| Kalkaska | Lake | Leelanau | Manistee | Mason | Missaukee | Osceola |
| Otsego | | | | | | |
| Roscommon | Wexford | | | | | |
- Cheboygan-- -Township of Mentor ONLY.
 Clare-- -Townships of Winterfield, Summerfield, Redding, Greenwood, Freeman, Lincoln, Garfield, and Surrey ONLY.
 Crawford-- -All Townships EXCEPT Lovells.
 Emmet-- -All Townships EXCEPT Wawatam.
 Lake-- -Townships of Elk, Eden, Newkirk, Dover, Ellsworth, Sauble, and Peacock ONLY.
 Mason-- -Townships of Grant, Freesoil and Meade ONLY.
 Osceola-- -All Townships EXCEPT Richmond, Hersey, Evart, and Orient.
 Otsego-- -All Townships EXCEPT Dover, Chester and Charlton.
 Roscommon-- -All Townships EXCEPT Roscommon, Backus and Nester.

Electrician		EC-557-IW	\$42.02	\$59.72	\$77.42	H H H H H H H D N
Inside Wireman						
	Apprentice Rates:					
	1st Period		\$20.47	\$28.01	\$35.54	
	2nd Period		\$23.73	\$33.04	\$42.34	
	3rd Period		\$28.00	\$39.30	\$50.60	
	4th Period		\$29.89	\$42.14	\$54.38	
	5th Period		\$36.67	\$52.30	\$67.94	
	6th Period		\$41.19	\$59.09	\$76.98	

Rate Applies To The Following

- | | | | | |
|---------|----------|---------|---------|---------|
| Gratiot | Isabella | Midland | Saginaw | Tuscola |
|---------|----------|---------|---------|---------|
- Gratiot-- -Townships of Seville, Pine River, Bethany, Wheeler, Sumner, Arcada, Ithaca, Emerson, LaFayette, New Haven, Newark, North Star, Hamilton, Washington and Elba ONLY.
 Isabella-- -Townships of Lincoln and Coe ONLY.
 Midland-- -Townships of Jasper, Porter, Mount Haley and Ingersol ONLY.
 Tuscola-- -Gilford, Denmark, Tuscola, Arbela, Fairgrove, Juniata, Vassar, Columbia, Almer, Indianfields, Fremont, Watertown, Elmwood, Ellington, Wells, Dayton, Elkland, Novesta, Kingston, and Koylon ONLY.

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside Wireman		EC-58-IW	\$46.88	\$64.00	\$81.13	H H H H H H H D N
	Apprentice Rates:					
	0-1000 hours		\$32.18	\$39.33	\$46.48	
	1000-2000 hours		\$33.97	\$42.02	\$50.06	
	2000-3500 hours		\$35.75	\$44.68	\$53.62	
	3500-5000 hours		\$37.54	\$47.38	\$57.20	
	5000-6500 hours		\$41.12	\$52.74	\$64.36	
	6500-8000 hours		\$44.68	\$58.08	\$71.48	

Rate Applies To The Following

Huron Livingston Macomb Oakland Sanilac St. Clair Wayne
 Livingston-- -Townships of Deerfield, Tyrone, Hartland, Oceaola, Genoa and Brighton ONLY

Electrician Inside Wireman		EC-665-IW	\$48.26	\$64.72	\$81.18	H H D H H H D D Y
	Apprentice Rates:					
	0-1000 hours		\$27.79	\$35.18	\$42.60	
	1000-2000 hours		\$29.44	\$37.68	\$45.90	
	2000-3500 hours		\$31.08	\$40.13	\$49.17	
	3500-5000 hours		\$34.38	\$45.09	\$55.78	
	5000-6500 hours		\$37.67	\$50.01	\$62.35	
	6500-8000 hours		\$40.96	\$54.96	\$68.94	

Rate Applies To The Following

Clinton Eaton Gratiot Ingham Ionia Livingston Shiawassee
 Eaton-- -Roxand, Oneida, Delta, Chester, Benton, Windsor, Carmel, Eaton, Eaton Rapids & Hamlin townships
 Gratiot-- -North Shade & Fulton townships
 Ingham-- -Lansing, Meridian, Williamston, Locke, Delhi, Alaiedon, Wheatfield, Leroy, Aurelius, Vevay, Ingham, & White Oak townships
 Ionia-- -Orange, Portland, Sebewa & Danby townships
 Livingston-- -Conway, Cohoctah, Handy, Howell, Iosco & Marion townships
 Shiawassee-- -Woodhull & Perry townships

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside Wireman		EC-692-IW-Z1	\$42.56	\$60.39	\$78.23	H H H H H H H D Y
	Apprentice Rates:					
	Period 1		\$20.55	\$28.11	\$35.65	
	Period 2		\$22.22	\$30.61	\$38.99	
	Period 3		\$25.59	\$35.66	\$45.73	
	Period 4		\$27.26	\$38.17	\$49.07	
	Period 5		\$30.62	\$43.21	\$55.79	
	Period 6		\$33.98	\$48.24	\$62.51	

Rate Applies To The Following

Arenac Bay Clare Gladwin Iosco Isabella Midland
 Ogemaw
 Roscommon Tuscola

Clare-- -Townships of Frost, Franklin, Hayes, Hamilton, Hatton, Arthur, Grand and Sheridan ONLY.

Iosco-- -Townships of Reno, Grant, Tawas, Baldwin, Burleigh, Sherman and Alabaster ONLY.

Isabella-- -Townships of Vernon, Wise, Isabella, Denver, Union and Chippewa ONLY.

Midland-- -All Townships EXCEPT Mount Haley, Jasper, Porter and Ingersoll.

Ogemaw-- -All Townships EXCEPT Foster, Rose and Goodar.

Roscommon-- -Townships of Roscommon, Backus and Nester ONLY.

Tuscola-- -Townships of Wisner and Akron ONLY.

Electrician Inside Wireman		EC-692-IW-Z2	\$39.09	\$55.20	\$71.31	H H H H H H H D Y
	Apprentice Rates:					
	Period 1		\$19.10	\$25.93	\$32.75	
	Period 2		\$20.62	\$28.21	\$35.79	
	Period 3		\$23.63	\$32.72	\$41.81	
	Period 4		\$25.15	\$35.00	\$44.85	
	Period 5		\$28.18	\$39.55	\$50.91	
	Period 6		\$31.21	\$44.09	\$56.97	

Rate Applies To The Following

Alcona Alpena Cheboygan Crawford Emmet Iosco Montmorency
 Ogemaw
 Oscoda Otsego Presque Isle

Cheboygan-- -All Townships EXCEPT Mentor

Crawford-- -Lovells Township ONLY.

Emmet-- -Wawatan Township ONLY.

Iosco-- -Townships of Plainfield, Oscoda, Wilbur and Ausable ONLY.

Ogemaw-- -Townships of Foster, Rose and Goodar ONLY

Otsego-- -Townships of Dover, Chester and Charlton ONLY.

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician Inside Wireman		EC-8-IW	\$47.66	\$71.49	\$95.32	H H H X H H H D Y
	Apprentice Rates:					
	Period 1		\$18.81	\$28.21	\$37.62	
	Period 2		\$22.51	\$33.77	\$45.02	
	Period 3		\$28.47	\$42.71	\$56.94	
	Period 4		\$32.62	\$48.93	\$65.24	
	Period 5		\$36.76	\$55.14	\$73.52	
	Period 6		\$40.90	\$61.35	\$81.80	
<u>Rate Applies To The Following</u>						
Hillsdale	Lenawee	Monroe				
Electrician Inside Wireman		EC-948-IW	\$47.52	\$68.07	\$88.61	H H H H H H H D Y
	Apprentice Rates:					
	1st period		\$22.30	\$30.53	\$38.75	
	2nd period		\$24.35	\$33.61	\$42.85	
	3rd period		\$26.41	\$36.70	\$46.97	
	4th period		\$30.51	\$42.84	\$55.17	
	5th period		\$34.63	\$49.02	\$63.41	
	6th period		\$38.74	\$55.18	\$71.63	
<u>Rate Applies To The Following</u>						
Genesee	Lapeer	Shiawassee	Tuscola			
Shiawassee-- -All Townships EXCEPT Woodhull and Perry.						
Tuscola-- -Millington Township ONLY.						
Electrician Inside Wireman for projects more than \$100,000		EC-979-A100K	\$39.56	\$53.66	\$67.75	H H H H H H H D Y
	Apprentice Rates:					
	Period 1		\$24.39	\$31.91	\$39.43	
	Period 2		\$25.89	\$34.16	\$42.43	
	2nd year		\$28.89	\$38.67	\$48.43	
	3rd year		\$32.90	\$44.18	\$55.45	
	4th year		\$34.40	\$46.42	\$58.45	
	5th year		\$37.41	\$50.94	\$64.47	
<u>Rate Applies To The Following</u>						
Delta	Menominee	Schoolcraft				

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Electrician		EC-979-B100K	\$35.86	\$48.10	\$60.34	H H H H H H H D Y
	Inside Wireman for projects less than \$100,000					
	Apprentice Rates:					
	Period 1		\$24.39	\$31.91	\$39.43	
	Period 2		\$25.89	\$34.16	\$42.43	
	2nd year		\$28.89	\$38.67	\$48.43	
	3rd year		\$32.90	\$44.18	\$55.45	
	4th year		\$34.40	\$46.42	\$58.45	
	5th year		\$37.41	\$50.94	\$64.47	
	<u>Rate Applies To The Following</u>					
Delta	Menominee	Schoolcraft				
Laborer		L1075	\$31.47	\$42.57	\$53.66	H H H H H H H D Y
	Construction Laborer					
	Apprentice Rates:					
	0-1,000 work hours		\$26.80	\$35.16	\$43.52	
	1,001-2,000 work hours		\$27.91	\$36.82	\$45.74	
	2,001-3,000 work hours		\$29.03	\$38.50	\$47.98	
	3,001-4,000 work hours		\$31.26	\$41.85	\$52.44	
	<u>Rate Applies To The Following</u>					
Genesee	Lapeer	Shiawassee				
Laborer		L1075-2	\$35.24	\$47.25	\$59.26	H H H H H H D D Y
	Laborer					
	Apprentice Rates:					
	0-1,000 hours		\$30.21	\$39.26	\$48.30	
	1,001-2,000 hours		\$31.42	\$41.07	\$50.72	
	2,001-3,000 hours		\$32.62	\$42.87	\$53.12	
	3,001-4,000 hours		\$35.03	\$46.48	\$57.94	
	<u>Rate Applies To The Following</u>					
Sanilac	St. Clair					

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer	Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer, Demolition Laborer	L1076-A-A	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
	Apprentice Rates:					
	0-1,000 work hours		\$32.88	\$46.07	\$59.25	
	1,001-2,000 work hours		\$34.05	\$47.82	\$61.59	
	2,001-3,000 work hours		\$35.23	\$49.60	\$63.95	
	3,001-4,000 work hours		\$37.58	\$53.12	\$68.65	

Rate Applies To The Following

Livingston Oakland
Livingston-- -North of M-59 and East of Oak Grove Road.

Laborer	Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker	L1076-A-B	\$37.88	\$53.74	\$69.59	H H D H D D D D Y
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Rate Applies To The Following

Livingston Oakland
Livingston-- -North of M-59 and East of Oak Grove Road.

Laborer	Lansing Burner, Blaster & Powder Man	L1076-A-C	\$38.37	\$54.47	\$70.57	H H D H D D D D Y
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Rate Applies To The Following

Livingston Oakland
Livingston-- -North of M-59 and East of Oak Grove Road.

Laborer	Furnace battery heater tender, burning bar & oxy-acetylene gun, expediter man, top man and/or bottom man (blast furnace work)	L1076-A-D	\$38.12	\$54.10	\$70.07	H H D H D D D D Y
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Rate Applies To The Following

Livingston Oakland
Livingston-- -North of M-59 and East of Oak Grove Road.

Official Request #: 1

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer Cleaner/ sweeper laborer, furniture laborer		L1076-A-E	\$32.17	\$45.17	\$58.17	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Livingston	Oakland					
Livingston-- -North of M-59 and East of Oak Grove Road.						
Laborer Demolition Laborer		L1076-D	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Livingston	Oakland					
Livingston-- -North of M-59 and East of Oak Grove Rd						
Laborer Class A Laborer: building and heavy construction work, demolition, mortar mixers, mason tender, carpenter tender, fire watch, heater tender, all 3" pumps and below, furniture mover, material mixers, vibrator operators, operators of concrete mixers, chipping hammers, tamping machines, sand blasters, operators of motor driven buggies, plaster mixers and plasterer tenders, pipe or crock layers, caisson work in buildings only, except others falling within class B.		L1098-N-A	\$25.24	\$33.53	\$41.81	H H H H H H H D Y
Apprentice Rates:						
		0-1,000 work hours	\$21.85	\$28.06	\$34.28	
		1,001-2,000 work hours	\$22.68	\$29.31	\$35.94	
		2,001-3,000 work hours	\$23.50	\$30.54	\$37.58	
		3,001-4,000 work hours	\$25.16	\$33.03	\$40.90	
<i>Rate Applies To The Following</i>						
Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford
Emmet						
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Otsego						
Presque Isle	Wexford					

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L1098-N-B	\$25.84	\$34.43	\$43.01	H H H H H H H D Y
Class B Laborer: Concrete breakers (90 pound hammer or less) and cement gun nozzelmen						
Apprentice Rates:						
0-1,000 work hours			\$22.60	\$29.19	\$35.78	
1,001-2,000 work hours			\$23.48	\$30.51	\$37.54	
2,001-3,000 work hours			\$24.35	\$31.82	\$39.28	
3,001-4,000 work hours			\$26.11	\$34.46	\$42.80	

Rate Applies To The Following

Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford
Emmet						
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Otsego						
Presque Isle	Wexford					

Laborer		L1098-N-C	\$26.24	\$35.03	\$43.81	H H H H H H H D Y
Class C Refractory Work: inside or outside digester, tanks, lime kilns, chests, boilers, and boiler tubes, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing, and sandblasting.						
Apprentice Rates:						
0-1,000 work hours			\$21.85	\$28.44	\$35.03	
1,001-2,000 work hours			\$22.73	\$29.76	\$36.79	
2,001-3,000 work hours			\$23.60	\$31.07	\$38.53	
3,001-4,000 work hours			\$25.36	\$33.71	\$42.05	

Rate Applies To The Following

Alcona	Alpena	Antrim	Benzie	Charlevoix	Cheboygan	Crawford
Emmet						
Grand Traverse	Iosco	Kalkaska	Leelanau	Missaukee	Montmorency	Oscoda
Otsego						
Presque Isle	Wexford					

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L1098-S-A	\$28.82	\$38.67	\$48.52	H H H H H H H D Y
	Class A Laborer on building and heavy construction work, mortar mixers, mason tender, carpenter tender, fire watch, all 3" pumps and below, plaster mixers, plaster tenders, pipe or crock layers, signal men and top men on caisson work, mechanized buggy operators, cement finisher tender, air, electric and gas-driven tools, concrete vibrators & demolition work					
	Apprentice Rates:					
			0-1,000 work hours	\$24.73	\$32.16	\$39.59
			1,001-2,000 work hours	\$25.72	\$33.65	\$41.57
			2,001-3,000 work hours	\$26.71	\$35.13	\$43.55
			3,001-4,000 work hours	\$28.69	\$38.10	\$47.51

Rate Applies To The Following

Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Midland						
Ogemaw	Roscommon	Saginaw	Tuscola			

Laborer		L1098-S-B	\$29.32	\$39.42	\$49.52	H H H H H H H D Y
	Class B Laborer air or electric-driven pavement breakers and jackhammers over 50 lbs., tunnel miners and tunnel muckers, tunnel and shaft underpinning contributing to the structural support of buildings					
	Apprentice Rates:					
			0-1,000 work hours	\$25.10	\$32.71	\$40.33
			1,001-2,000 work hours	\$26.12	\$34.25	\$42.37
			2,001-3,000 work hours	\$27.13	\$35.76	\$44.39
			3,001-4,000 work hours	\$29.16	\$38.81	\$48.45

Rate Applies To The Following

Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Midland						
Ogemaw	Roscommon	Saginaw	Tuscola			

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L1098-S-C	\$29.82	\$40.17	\$50.52	H H H H H H H D Y
	Class C Laborer-drillers & blasters, burners & welders					
	Apprentice Rates:					
	0-1,000 work hours		\$25.48	\$33.29	\$41.09	
	1,001-2,000 work hours		\$26.52	\$34.85	\$43.17	
	2,001-3,000 work hours		\$27.56	\$36.41	\$45.25	
	3,001-4,000 work hours		\$29.64	\$39.53	\$49.41	

Rate Applies To The Following

Arenac	Bay	Clare	Gladwin	Gratiot	Huron	Isabella
Midland						
Ogemaw	Roscommon	Saginaw	Tuscola			

Laborer		L1329-B-A	\$29.37	\$39.21	\$49.05	H H D H D D D D Y
	Class A Laborer - construction laborer on building and heavy construction work, storm, and sanitary sewers on all construction sites and streets which are not included in the road builder rates, tool crib attendant, civil engineer helper, rodman, oxi-gun operator, propane or acetylene cutting torch operator, motor driven buggies, chipping hammers, tamping machines, green cutting, sand blasters, mason tenders, mortar mixers, marterial mixers, vibrator operators, concrete mixers, laborers with concrete crew, mixer to pour, including pour time from trucks.					
	All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time & one half.					
	Apprentice Rates:					
	0 - 1,000 hours		\$25.44	\$32.93	\$40.42	
	1,001 - 2,000 hours		\$26.44	\$34.43	\$42.42	
	2,001 - 3,000 hours		\$27.43	\$35.92	\$44.40	
	3,001 - 4,000 hours		\$29.43	\$38.92	\$48.40	

Rate Applies To The Following

Alger	Baraga	Chippewa	Delta	Dickinson	Gogebic	Houghton
Iron						
Keweenaw	Luce	Mackinac	Marquette	Menominee	Ontonagon	Schoolcraft

Official Request #: 1

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer Class B Laborer - Cement gun nozzleman, blasters, miners, drillers, buster operators, layers of all non-metallic pipe		L1329-B-B	\$29.77	\$39.81	\$49.85	H H D H D D D D Y
All hours worked on Saturdays, except as an inclement weather or M-F holiday make up day must be paid @ time & one half.						
<u>Rate Applies To The Following</u>						
Alger Iron Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft
Laborer Class C Laborer - caisson worker & airtrack		L1329-B-C	\$30.12	\$40.34	\$50.55	H H D H D D D D Y
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time & one						
<u>Rate Applies To The Following</u>						
Alger Iron Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft
Laborer Class E Laborer - digester, tanks & kilns		L1329-B-D	\$31.42	\$42.29	\$53.15	H H D H D D D D Y
All hours worked on Saturday except as an inclement weather or M-F holiday make up day, must be paid @ time &						
<u>Rate Applies To The Following</u>						
Alger Iron Keweenaw	Baraga Luce	Chippewa Mackinac	Delta Marquette	Dickinson Menominee	Gogebic Ontonagon	Houghton Schoolcraft

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer	Construction Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Concrete Laborer, Cement Finisher Tender, Concrete Chute, and Concrete Bucket Handler	L33401-A-CC	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
	Apprentice Rates:					
	0-1,000 work hours		\$32.88	\$46.07	\$59.25	
	1,001 - 2,000 work hours		\$34.05	\$47.82	\$61.59	
	2,001 - 3,000 work hours		\$35.23	\$49.60	\$63.95	
	3,001 - 4,000 work hours		\$37.58	\$53.12	\$68.65	
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer	Signal Man (on sewer & caisson work), Air, Electric or Gasoline Tool Operator, Concrete Vibrator Operator, Acetylene Torch & Air Hammer Operator; Scaffold Builder,	L33401-B-SB	\$37.88	\$53.74	\$69.59	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer	Lansing Burner, Blaster & Powder Man; Air, Electric or Gasoline Tool Operator (Blast Furnace Work or Battery Work)	L33401-C-TO	\$38.37	\$54.47	\$70.57	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer	Furnace Battery Heater Tender, Burning Bar & Oxy-Acetylene Gun	L33401-D-HH	\$38.12	\$54.10	\$70.07	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer Expediter Man, Top Man and/or Bottom Man (Blast Furnace Work or Battery Work)		L33401-E-EX	\$38.87	\$53.97	\$69.07	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer Cleaner/Sweeper Laborer; Furniture Laborer		L33401-F-CL	\$32.17	\$45.17	\$58.17	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer Demolition Laborer		L334D	\$37.62	\$53.35	\$69.07	H H D H D D D D Y
<i>Rate Applies To The Following</i>						
Macomb	Wayne					
Laborer Class A Laborer - all construction on buildings, pumps, well wheels, air, electric or gasoline tools, motor driven buggies, fire watch duty, working on swing scaffolds, heavy construction work, carpenter tender, cement finisher tender, heater tender, and flagperson.		L355-1-A	\$27.14	\$36.35	\$45.56	H H H H H H H D Y
Apprentice Rates:						
		0-1,000 work hours	\$23.38	\$30.33	\$37.29	
		1,001-2,000 work hours	\$24.31	\$31.73	\$39.15	
		2,001-3,000 work hours	\$25.24	\$33.13	\$41.01	
		3,001-4,000 work hours	\$27.09	\$35.90	\$44.71	
<i>Rate Applies To The Following</i>						
Allegan St. Joseph Van Buren	Barry	Berrien	Branch	Calhoun	Cass	Kalamazoo

Official Request #: 1

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L355-1-B	\$27.39	\$36.73	\$46.06	H H H H H H H D Y
	Class B Laborer - jackhammer operators, crocklayers and caisson worker in buildings.					
	Apprentice Rates:					
			0-1,000 work hours	\$23.57	\$30.62	\$37.67
			1,001-2,000 work hours	\$24.51	\$32.03	\$39.55
			2,001-3,000 work hours	\$25.45	\$33.44	\$41.43
			3,001-4,000 work hours	\$27.33	\$36.26	\$45.19

Rate Applies To The Following

Allegan Barry Berrien Branch Calhoun Cass Kalamazoo
 St. Joseph
 Van Buren

Laborer		L355-1-C	\$27.89	\$37.48	\$47.06	H H H H H H H D Y
	Class C Laborer - top men on chimneys or towers over thirty feet in height, material mixers, portable mixer operator, plasterer tender, mason tender certified from M.L.T.I., and MLTAI certified demolition burner.					
	Apprentice Rates:					
			0-1,000 work hours	\$23.95	\$31.19	\$38.43
			1,001-2,000 work hours	\$24.91	\$32.63	\$40.35
			2,001-3,000 work hours	\$25.87	\$34.07	\$42.27
			3,001-4,000 work hours	\$27.81	\$36.98	\$46.15

Rate Applies To The Following

Allegan Barry Berrien Branch Calhoun Cass Kalamazoo
 St. Joseph
 Van Buren

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L355-1-D	\$32.34	\$43.17	\$54.00	H H H H H H H D Y
	Class D Laborer - concrete specialist when no cement finishers are available; troweling, finishing, screeding, patching, cutting, curing of cast in place or precast concrete by any and all methods.					
	Apprentice Rates:					
	0-1,000 work hours		\$27.77	\$35.94	\$44.11	
	1,001-2,000 work hours		\$28.86	\$37.57	\$46.29	
	2,001-3,000 work hours		\$29.95	\$39.21	\$48.47	
	3,001-4,000 work hours		\$32.13	\$42.48	\$52.83	

Rate Applies To The Following

Allegan Barry Berrien Branch Calhoun Cass Kalamazoo
 St. Joseph
 Van Buren

Laborer		L355-2-A	\$26.60	\$35.54	\$44.48	H H H H H H H D Y
	Class A Laborer - all construction on buildings, pumps, well wheels, air, electric or gasoline tools, motor driven buggies, fire watch duty, working on swing scaffolds, heavy construction work, carpenter tender, cement finisher tender, heater tender & flagperson.					
	Apprentice Rates:					
	0 - 1,000 work hours		\$22.98	\$29.73	\$36.49	
	1,001 - 2,000 work hours		\$23.88	\$31.09	\$38.29	
	2,001 - 3,000 work hours		\$24.78	\$32.43	\$40.09	
	3,001 - 4,000 work hours		\$26.58	\$35.13	\$43.69	

Rate Applies To The Following

Ionia Kent Lake Manistee Mason Mecosta Montcalm
 Muskegon
 Newaygo Oceana Osceola Ottawa
 Ionia-- -Ionia excluding the city of Portland

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L355-2-B	\$26.85	\$35.92	\$44.98	H H H H H H H D Y
	Class B Laborer - jackhammer operators, crocklayers and caisson worker in buildings.					

Apprentice Rates:

0-1,000 work hours	\$23.17	\$30.02	\$36.87
1,001-2,000 work hours	\$24.08	\$31.39	\$38.69
2,001-3,000 work hours	\$24.99	\$32.75	\$40.51
3,001-4,000 work hours	\$26.82	\$35.49	\$44.17

Rate Applies To The Following

Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm
Muskegon						
Newaygo	Oceana	Osceola	Ottawa			
Ionia-- -Ionia excluding the city of Portland						

Laborer		L355-2-C	\$27.35	\$36.67	\$45.98	H H H H H H H D Y
	Class C Laborer - top men on chimneys or towers over thirty feet in height, material mixers, portable mixer operator, plasterer tender, mason tender, and demolition burner.					

Apprentice Rates:

0-1,000 work hours	\$23.54	\$30.57	\$37.61
1,001-2,000 work hours	\$24.48	\$31.99	\$39.49
2,001-3,000 work hours	\$25.42	\$33.39	\$41.37
3,001-4,000 work hours	\$27.29	\$36.20	\$45.11

Rate Applies To The Following

Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm
Muskegon						
Newaygo	Oceana	Osceola	Ottawa			
Ionia-- -Excluding the city of Portland						

Laborer		L355-2-D	\$31.16	\$41.45	\$51.74	H H H H H H H D Y
	Class D Laborer - concrete specialist when no cement finishers are available; troweling, finishing, screeding, patching, cutting, curing of cast in place or precast concrete by any and all methods.					

Apprentice Rates:

0-1,000 work hours	\$26.86	\$34.63	\$42.39
1,001-2,000 work hours	\$27.90	\$36.19	\$44.47
2,001-3,000 work hours	\$28.93	\$37.73	\$46.53
3,001-4,000 work hours	\$31.00	\$40.83	\$50.67

Rate Applies To The Following

Ionia	Kent	Lake	Manistee	Mason	Mecosta	Montcalm
Muskegon						
Newaygo	Oceana	Osceola	Ottawa			
Ionia-- -excluding the city of Portland						

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499-A	\$30.71	\$41.38	\$52.05	H H H H H H H D Y
	Carpenter tender, cement mason tender, mason tender, firebrick tender, plasterer tender, concrete chute bucket handler, concrete vibrator operator, concrete grader, mixing, handling, conveying by any method of all concrete, demolition laborer, caisson worker, signalman on concrete pours, portable mixer operator, unloading and moving of furniture, general laborers, firewatch, flagperson, watchperson, security guard, rodman, wellwheels, laser beam, general cleanup and all other laborer work of a skilled or					
	Apprentice Rates:					
	0-1,000 hours		\$26.25	\$34.32	\$42.38	
	1,001-2,000 hours		\$27.33	\$35.94	\$44.54	
	2,001-3,000 hours		\$28.40	\$37.54	\$46.68	
	3,001-4,000 hours		\$30.55	\$40.76	\$50.98	

Rate Applies To The Following

Hillsdale Jackson Lenawee

Laborer		L499-A-A	\$36.63	\$49.56	\$62.49	H H H H H H H D N
	Laborer, demolition, drywall handlers, general jobsite					
	Apprentice Rates:					
	0-1,000 hours		\$32.03	\$42.28	\$52.54	
	1,001-2,000 hours		\$33.17	\$44.00	\$54.82	
	2,001-3,000 hours		\$34.31	\$45.70	\$57.10	
	3,001-4,000 hours		\$36.59	\$49.12	\$61.66	

Rate Applies To The Following

Livingston Washtenaw
 Livingston-- -Area within M-59 north boundary, OakGrove Rd on west, south from Howell to and including Pinckney

Laborer		L499-A-B	\$36.83	\$49.86	\$62.89	H H H H H H H D N
	Mortar mixer; material mixer; air, gas or electric tool operator, power buggy operator, stone setter, tender, scaffold builder or dismantler, windlass operator, tar and kettle operator					
	Apprentice Rates:					
	0-1,000 hours		\$32.18	\$42.51	\$52.84	
	1,001-2,000 hours		\$33.33	\$44.24	\$55.14	
	2,001-3,000 hours		\$34.48	\$45.96	\$57.44	
	3,001-4,000 hours		\$36.78	\$49.41	\$62.04	

Rate Applies To The Following

Livingston Washtenaw
 Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499-A-B2	\$37.13	\$50.31	\$63.49	H H H H H H H D N
Jack hammering and chipping on concrete						
	Apprentice Rates:					
	0-1,000 hours		\$32.40	\$42.84	\$53.28	
	1,001-2,000 hours		\$33.57	\$44.60	\$55.62	
	2,001-3,000 hours		\$34.73	\$46.34	\$57.94	
	3,001-4,000 hours		\$37.06	\$49.83	\$62.60	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney						
Laborer		L499-A-C	\$36.95	\$50.04	\$63.13	H H H H H H H D N
Crock or pipe laborer, caisson worker						
	Apprentice Rates:					
	0-1,000 hours		\$32.27	\$42.64	\$53.02	
	1,001-2,000 hours		\$33.42	\$44.37	\$55.32	
	2,001-3,000 hours		\$34.58	\$46.11	\$57.64	
	3,001-4,000 hours		\$36.89	\$49.58	\$62.26	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), south from Howell to and including Pinckney						
Laborer		L499-A-D	\$35.84	\$48.38	\$60.91	H H H H H H H D N
Watchmen, Civil Engineer Helpers, or Rodmen						
	Apprentice Rates:					
	0-1,000 hours		\$31.44	\$41.40	\$51.36	
	1,001-2,000 hours		\$32.54	\$43.05	\$53.56	
	2,001-3,000 hours		\$33.64	\$44.70	\$55.76	
	3,001-4,000 hours		\$35.84	\$48.00	\$60.16	
<u>Rate Applies To The Following</u>						
Livingston	Washtenaw					
Livingston-- -South of M-59, east of M-151(Oak Grove Rd), and south from Howell to and including Pinckney						

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499-A-E	\$33.63	\$45.06	\$56.49	H H H H H H H D N
Final cleaning: washing or cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratories and all fixtures and facilities therein. Clean-up mopping, washing, waxing, and polishing or dusting of all floors or areas.						

Rate Applies To The Following

Livingston Washtenaw
Livingston-- -South of M-59, east of M-151 (Oak Grove Rd), and south from Howell to and including Pinckney

Laborer		L499D	\$31.91	\$43.18	\$54.45	H H H H H H H D Y
Demolition High Burner						
Apprentice Rates:						
		0-1,000 hours	\$27.15	\$35.66	\$44.18	
		1,001-2,000 hours	\$28.29	\$37.38	\$46.46	
		2,001-3,000 hours	\$29.42	\$39.07	\$48.72	
		3,001-4,000 hours	\$31.69	\$42.48	\$53.26	

Rate Applies To The Following

Hillsdale Jackson Lenawee

Laborer		L499J	\$31.35	\$42.34	\$53.33	H H H H H H H D Y
Demolition ground burner						
Apprentice Rates:						
		0-1,000 hours	\$26.73	\$35.04	\$43.34	
		1,001-2,000 hours	\$27.84	\$36.70	\$45.56	
		2,001-3,000 hours	\$28.95	\$38.36	\$47.78	
		3,001-4,000 hours	\$31.16	\$41.68	\$52.20	

Rate Applies To The Following

Hillsdale Jackson Lenawee

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008
Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499ja	\$31.35	\$42.34	\$53.33	H H H H H H H D Y
Jackhammer & Acetylene Torch						
	Apprentice Rates:					
	0-1,000 hours		\$26.73	\$35.04	\$43.34	
	1,001-2,000 hours		\$27.84	\$36.70	\$45.56	
	2,001-3,000 hours		\$28.95	\$38.36	\$47.78	
	3,001-4,000 hours		\$31.16	\$41.68	\$52.20	

Rate Applies To The Following

Hillsdale Jackson Lenawee

Laborer		L499L	\$31.09	\$41.60	\$52.11	H H H H H H H D Y
Journey person - building and heavy construction craft laborer, portable concrete mixer operator, air, electric or gasoline tool operator, hot dope carrier, tar kettle tender, gasoline vibrators, concrete gas buggies, concrete saw, signal person and top person on sewer, caisson construction (open cut work), concrete shoveler, car pusher, and bottom person (on sewer work). Demolition laborer, 3" pumps & below, jobsite clean-up, deep cleaning, jackhammer operators, burner, crock layer, caisson worker, tunnel mucker and tunnel miner, welder, mortar mixer, scaffold builder, forklift operator (masonry only), helper and tender on work customarily performed by laborers and all laborers working for plasterer tenders.						

All hours worked on Saturday except as an inclement weather make-up day, must be paid @ time & one half.

Apprentice Rates:

0-1,000 hours	\$26.70	\$34.64	\$42.58
1,001-2,000 hours	\$27.76	\$36.23	\$44.70
2,001-3,000 hours	\$28.81	\$37.80	\$46.80
3,001-4,000 hours	\$30.93	\$40.98	\$51.04

Rate Applies To The Following

Clinton Eaton Ingham Ionia Livingston
 Ionia-- -the city of Portland only
 Livingston-- -West of M-151 (Oak Grove Rd) to west Pinckney Rd and Dexter Pinckney Rd including the city of Howell

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008
 Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer Mason Tender		L499M	\$31.12	\$41.77	\$52.42	H H H H H H H D Y
	Apprentice Rates:					
	0-1,000 hours		\$26.73	\$34.22	\$42.21	
	1,001-2,000 hours		\$27.79	\$35.81	\$44.33	
	2,001-3,000 hours		\$28.85	\$37.40	\$46.45	
	3,001-4,000 hours		\$30.99	\$40.61	\$50.73	
<i>Rate Applies To The Following</i>						
Clinton	Eaton	Ingham	Ionia	Livingston		
	Ionia-- -City of Portland only					
	Livingston-- -western portion to M-151 (Oak Grove Rd) from Cohoctash to Pinckney, including all of the City of Howell					
Laborer Construction Laborer, Carpenter Tender, Concrete Laborer, Concrete Chute, & Bucket Handler		L499-M-A	\$37.28	\$50.26	\$63.24	H H H H D D D D Y
	Apprentice Rates:					
	0-1,000 work hours		\$31.85	\$41.70	\$51.56	
	1,001-2,000 work hours		\$33.16	\$43.67	\$54.18	
	2,001-3,000 work hours		\$34.48	\$45.65	\$56.82	
	3,001-4,000 work hours		\$37.11	\$49.60	\$62.08	
<i>Rate Applies To The Following</i>						
Monroe						
Laborer Mortar Mixer (inc. concrete & mortar 1/2 cu yd.or smaller machine, or by hand in mortar box);Mason Tender & Cement Mason Tender; Plasterer Tender, Portable Mixer Operator, and Air, Electric & Gasoline Tool Operator (inc. concrete vibrator & acetylene torch); Caisson Worker; Furnace Battery Heater Tender; Signalman on concrete pours only		L499-M-B	\$37.48	\$50.56	\$63.64	H H H H D D D D Y
<i>Rate Applies To The Following</i>						
Monroe						

Official Request #: 1
Requestor: Michigan Dept of Management & Budget
Project Description: carpet tear out & replacement
Project Number:

Printed: 10/30/2008
 Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		L499-M-C	\$37.78	\$51.01	\$64.24	H H H H D D D D Y
Hazardous Work: Employees required to wear acid resistant clothing, heat resistant clothing or radiation protective clothing						
<i>Rate Applies To The Following</i>						
Monroe						
Laborer		L499-M-D	\$31.62	\$41.77	\$51.92	H H H H D D D D Y
Cleaner/Sweeper Laborer; Furniture Laborer						
<i>Rate Applies To The Following</i>						
Monroe						
Laborer		L499-M-	\$37.28	\$50.26	\$63.24	H H H H D D D D Y
Demolition Laborer						
<i>Rate Applies To The Following</i>						
Monroe						
Laborer		LPT-1	\$39.00	\$55.42	\$71.83	H H D H D D D D N
Plasterer Tender, Plastering Machine Operator						
Apprentice Rates:						
			0 - 1,000 hours	\$32.88	\$46.07	\$59.25
			1,001 - 2,000 hours	\$34.05	\$47.82	\$61.59
			2,001 - 3,000 hours	\$35.23	\$49.60	\$63.95
			3,001 - 4,000 hours	\$37.58	\$53.12	\$68.65
<i>Rate Applies To The Following</i>						
Livingston	Macomb	Oakland	Wayne			
Livingston-- -North of M-59 & east of Oak Grove Rd.						

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

Project Number:

Printed: 10/30/2008

Report: cle class selection

Official 2008 Prevailing Wage Rates for State Funded Projects

Carpenter, Electrician, Laborer

Issue Date: 10/30/2008

Contract must be awarded by: 1/28/2009

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Classification Name	Classification Description	Classification Number	Prevailing Wage Rates			Overtime Provision
			Straight Hourly	Time and a Half	Double time	
Laborer		LPT-2	\$38.75	\$55.04	\$71.33	H H D H D D D D N
Plasterer Tender, Plastering Machine Operator						
	Apprentice Rates:					
	0 - 1,000 hours		\$33.75	\$47.30	\$60.83	
	1,001 - 2,000 hours		\$34.91	\$49.04	\$63.15	
	2,001 - 3,000 hours		\$36.08	\$50.79	\$65.49	
	3,001 - 4,000 hours		\$38.41	\$54.29	\$70.15	

Rate Applies To The Following

Livingston Washtenaw
 Livingston-- south of M-59 & east of Oak Grove Rd.

Official Request #: 1

Requestor: Michigan Dept of Management & Budget

Project Description: carpet tear out & replacement

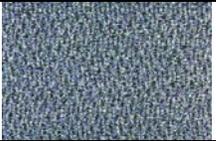
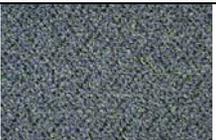
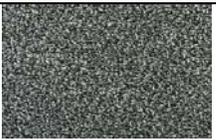
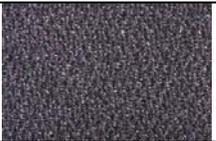
Project Number:

Printed: 10/30/2008

Report: cle class selection

**APPENDIX I
STATE ESTABLISHED STANDARDS**

The Department of Management and Budget, Design and Construction has established standard product lines and colors for use by State agencies when requesting the purchase of carpet for their facility.

Field Carpet			High Traffic (Field)		
Sentinel II		Runaway		Guardian A+	
#26 Salt and Pepper		#4 Mermaid		#00 Cornflower	
#27 Sunset		#6 Carpenter		#01 Yankee	
#32 El Nino		#8 Spectrum		#9 Onyx	
		#9 Blue Velvet		#13 Wisteria	
		#10 Marlberry		#14 Brownstone	
		#15 Granola			
		#16 Greenhouse			

Solid Border	High Traffic (Solid Border)	Walk-Off
Plexus Accents II	Luminaire II	Abrasive Action
No color restrictions	No color restrictions	No color restrictions
		

APPENDIX J

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
Addendum #1
Questions and Answers
071I9200036 – Carpet Tiles and Related Services
Page 1 of 7**

1. Q: What are the minimum or maximum alternates of carpet manufactures?

A: The State will accept one alternate bid from each bidder for each item listed on the item listing. The bidder shall bid their single and best alternate per item.

2. Q: Are bidders allowed to bid an alternate on the adhesive (self adhesive tabs or tactiles in lieu of glue)? This is a huge environmental and speed factor and possible labor cost as well.

A: Specified make and models are for reference only, however this information is included to provide bidders with the minimum specification. Bidders can offer alternates. Please refer to Article 1.0702 Alternate Bids for more information.

3. Q: What is your anticipated total volume over the next five 5 years?

A: Based on historical data, the estimated volume for this 5 year contract is \$6,000,000.00, however the State is not obligated to purchase any specified quantities. This is an estimate only.

4. Q: Do you plan to commit to a single source provider?

A: At this time, the State can not determine if the award will be a single contract. As stated in **Section 3.025 Reservations, item C:**

“(c) The State reserves the right to award multiple, optional use contracts. In addition to the other factors listed, offers will be evaluated on the basis of advantages and disadvantages to the State that may result from making more than one award.”

The State seeks a contractual relationship that is a turn-key solution with the manufacturer as the prime contractor with the manufacturer’s designated installer(s) as the subcontractor. This does not guarantee there will only be one resulting contract.

5. Q: Will the awarded flooring contractor be the supplier of the material and labor?

A: The State is looking for a comprehensive solution that includes going to one entity for ordering the carpet, labor, etc.

6. Q: On Form DMB 285, Page 1, Signature Page – There are two blanks that appear to require answers.

a. Est. Ship Wt. - Is weight based on the Example Total in Appendix C?

A: Please disregard Est. Ship Wt. for this RFP.

b. Total Bid – Is this total Dollar amount based on the Example Bid in Appendix C?

A: Disregard this field on the DMB-285 for this RFP. All pricing information shall be entered into Appendices B and C.

7. Q: Regarding the RFP Check List, please clarify if Separate Sealed Bids are required for the Pricing Section and Technical Response?

A: Pricing is not required to be sealed separately for this RFP.

APPENDIX J

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
Addendum #1
Questions and Answers
07119200036 – Carpet Tiles and Related Services
Page 2 of 7

8. **Q: Under Section 1.060 Proposal Pricing, Page 22, Reference is made to the State Administrative Fee of 2% in Item d. first paragraph, while under the Section Quarterly Reports, reference is made to 1%. Which percent is correct?**

A: Please note: All references to the State Administrative Fee shall be 2%. Section 1.060, Quarterly Reports has been changed to reflect the fee as 2%.

9. **Q: Does the administrative fee apply to all purchases of carpet, labor and materials, sundries, and freight?**

A: The fee only applies to materials only which includes carpet, adhesive, border, etc and shall not be included on any services or freight in the contract.

10. **Q: In Section 2.073, Page 41, reference is made to an Exhibit A - List of approved subcontractors. Is this list provided by the State of Michigan or Vendor?**

A: The reference to Exhibit A in this provision is only used if necessary for the resulting contract to list subcontractors included in the contract. Exhibit A does not apply to this RFP at this time.

11. **Q: With regard to the Product Specifications and related Appendix A-Bidders Compliance Forms, What is the State's expectation for the number of products to be offered by the Manufacturer?**

A: The State will accept one alternate bid from each bidder for each item listed on the item listing. The bidder shall bid their single and best alternate per item.

12. **Q: With regard to Appendix C – Cleaning, cleaning services offer a number of different practices for various carpets and traffic patterns. What types of cleaning services are to be priced in this RFP?**

A: Bidder should propose the service, which is recommended by the carpet manufacturer.

**APPENDIX J
STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
Addendum #1
Questions and Answers
071I9200036 – Carpet Tiles and Related Services
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- 13. Q: In Appendix C, Additional Information Sheet, Item 3, references Project Coordination statement in Terms and Conditions. While Section 2.060 Contract Management includes numerous topics, there doesn't seem to be specifics with regard to the type of project management expected by the State. Is this related to working with other contractors and coordinating schedules; a percentage markup for overhead that the manufacturer or subcontractor will be allowed to add or some other type of coordination efforts?**

A: In Article 1.022 Work and Deliverable, C. Service Capabilities, Item 1, the State is requesting information from the bidder on how they would handle project management. The State considers this as project coordination. The following clarification has been added to this section:

“Bidders shall describe project coordination services offered including cost data in Appendix C. This charge would be in addition to any installation charges incurred by an agency, in order to have the same company coordinate the entire project. This could include coordinating and scheduling any electrical and furniture work that needs to be done in conjunction with carpet installation. This figure shall be expressed as a dollar amount per hour. The company handling the Project Coordination shall provide an estimate of the hours that will be required to coordinate the project within five (5) calendar days after notification by the agency. The State reserves the right to include these programs in any

Contract awarded to a bidder; however, the State is not obligated to use these programs.”

- 14. Q: Appendix C – Excessive Floor Preparation Pricing – What is the state's definition of “Excessive Floor Preparation”?**

A: Please refer to Article 1.022 Work and Deliverable, C. Service Capabilities, Item 7 that states: “Excessive Floor Preparation - Bidders are to describe their excessive floor preparation process and under what circumstances is excessive floor preparation required.”

- 15. Q: Does the State Department of Treasury, Sales & Use Tax Division expect use tax to be applied to material only sales?**

A: The contractor is responsible for paying use tax when they purchase the material.

- 16. Q: Does the State Department of Treasury, Sales & Use Tax Division expect use tax to be applied to labor only sales?**

A: The use tax does not apply to labor.

- 17. Q: Does the State Department of Treasury, Sales & Use Tax Division expect use tax to be applied to Material and Labor when combined (furnish & install)?**

A: The contractor is responsible for paying use tax when they purchase the material.

- 18. Q: When use tax is required, is it a separate line item on the invoice or is it built into the material and labor pricing?**

A: The tax shall not be added as a separate line item but built in the bidder's material price.

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19. Q: Will the state enforce compliance of this contract among all state public agencies?

A: For MiDEAL members, this is an optional use contract. State agencies are required to utilize this contract but can use other vendors for installation as indicated in Article 1.021 In Scope. Purchasing activity by State agencies is audited on a periodic basis to ensure compliance with established contracts.

20. Q: How will the state communicate compliance to all state public agencies?

A: Contract executions are communicated via listserv to purchasing offices throughout State government.

21. Q: If a state agency does not utilize the specific contract carpet material and/or labor for purchase but does purchase carpet material from the awarded manufacturer, how should the manufacturer recognize this transaction?

A: The Department of Management and Budget intends on establishing State standards for the resulting contract based on the successful bidder's offerings. Agencies would be required to order within these standards. State agencies are not required to utilize this contract for labor. Some agencies use their staff to install the carpet.

22. Q: Regarding Article 5, Section 5.014, please specify what is meant by contract?

A: The State is asking bidders to provide information on past projects performed for the State. The project could be either through a multi-year contract or a purchase order issued by an agency.

23. Q: Will the state consider multiple awards for this contract?

A: Refer to answer to #4 above.

24. Q: Regarding Appendix C, CLEANING; the labor rate requested is indicated as "Standard Service (evenings/weekends)." However, in all other references to "Standard" labor rates it does not specify as "evenings/weekends" but has another separate column as "Premium Service evenings/weekends" Please let us know if labor quoted for cleaning is only for evenings/weekends and no quote is required for "non-evenings" and "non-weekends".

A: Cleaning services shall be performed at evening or on weekends. This rate shall be a standard rate. This applies to cleaning only.

25. Q: Will custom products of the contract material be accepted?

A: Custom products will not be accepted as stated in Article 1.022 Work and Deliverable, Letter A. Product Quality/Specifications:

"Please note that all carpet tiles proposed to the State MUST be a standard product (running line) currently offered by a vendor, not a special product manufactured just for this State of Michigan bid."

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26. Q: If custom products of the contract material are accepted, how should they be priced?

A: Custom products are not accepted for this RFP.

27. Q: The Request for Proposal, in Article 1.021, describes the Scope of Work for this contract. Please describe the functional process the state envisions or requires of the successful bidder. For instance, the scope requires a single point of contact. Does the state require that this single point of contact be at the carpet tile manufacturer or at the manufacturer's dealer who will be doing installation? Please describe the expected workflow.

A: The State prefers the single point of contact to be a representative from the manufacturer, then with the installer, as needed. The State seeks a contractual relationship that is a turn-key solution with the manufacturer as the prime contractor with the manufacturer's designated installer(s) as the subcontractor.

28. Q: Does the state expect to make an award to a carpet tile dealer or to a carpet tile manufacturer?

A: The State seeks a contractual relationship that is a turn-key solution with the manufacturer as the prime contractor with the manufacturer's designated installer(s) as the subcontractor.

29. Q: Article 3 of the Request for Proposal discusses the evaluation process. Will there be an opportunity to discuss this bidder's offering prior to award to address any questions? In other words, does the state intend to create a "short list" of potential vendors in order to evaluate, in person, that vendor's capabilities in the event that scoring from the technical evaluation results in two or three close contenders?

A: The State cannot determine at this time if an oral presentation will occur during the evaluation process. The State has the option of requesting oral presentations from bidders if necessary.

Field Carpet Questions:

30. Q: The spec. for field carpet calls for 5/64" gauge. Are other gauges acceptable if they meet or exceed 5/64"?

A: Bidders may offer alternates that meet or exceed the specifications in the RFP.

31. Q: The spec. for field carpet calls for Antron Legacy which is a yarn dyed nylon. Is Antron Lumena acceptable as equal to Legacy?

A: Antron Legacy is specified as the referenced brand, however the specification indicates a yarn dyed or solution dyed dye method.

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32. Q: The spec calls for a Face weight of 20 oz. / sq. yd. The product we are considering for this is a 22 oz. product. Is it acceptable to maintain this oz. weight or do you prefer we dial it down to 20 oz? If we dial it down to a 20 oz. product, overages would not apply.

A: The minimum specification for face weight is 20 oz. Bidders can offer products that meet or exceed this specification.

Walk Off Tile questions:

33. Q: The spec. for the Walk Off carpet calls for a Hollow filament fiber shape like Antron Legacy nylon 6'6 for optimum soil hiding capability. Per Lee's website, the Step-Up product is not Antron. It is Fortis Nylon 6'6, which is Lee's branded fiber. Are we required to bid an Antron product?

A: The reference product indicates the specification for FACE YARN: DUPONT NYLON 6,6 WITH NYLON 6,6 SCRAPER YARN. Specified make and models are for reference only, however this information is included to provide bidders with the minimum specification. Bidders can offer alternates. Please refer to Article 1.0702 Alternate Bids for more information.

34. Q: Regarding the Walk Off carpet spec. Are we required to bid a Stain Resistant product?

A: Yes. A Stain resistant product is specified.

35. Q: As we progress further into the RFP process other questions may arise from other internal parties involved with the process. Are we allowed to submit questions via e-mail to you after today, but prior to the bid due date?

A: The State will not accept any additional questions from bidders at this time.

36. Q: Page 70 3.062 Proposal Submission states to submit "FORM DMB – 285" with our submittals. I checked the cover page this section references, but it was not clear if this was the correct page. I noticed a checklist. Is this the form being referred to?

A: The DMB-285 form is a separate document that is listed under a separate link titled "DMB- 285 Form" on the website along with the RFP attachments. This is not included as part of the RFP specifications, terms, and conditions document but shall be included with the bidder's proposal.

37. Q: Can I submit an alternate carpet tile other then what they have speced for the carpet tiles? I would like to submit an alternate carpet tile that is the same or exceeds the carpet they have speced already.

A: Bidders may offer alternates for the RFP. Please refer to Article 1.0702 Alternate Bids for more information.

38. Q: Can we pair up with another vendor in order to bid on this project?

A: The State does not restrict any vendors from bidding together on this RFP. However, one manufacturer shall submit the proposal as the prime vendor with the installer listed as a subcontractor. There shall only be one proposal submitted.

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39. Q: Is this RFP for Union labor?

A: This RFP requires prevailing wage on all services performed in State owned or leased buildings.

40. Q: Is there any place we can get an estimate?

A: For assistance in preparing bid proposals, bidders can contact their local Procurement Technical Assistance Center (PTAC).

APPENDIX K
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1. Q: Is there an approval process for the recycling/take back of used carpet? This is your FLOORE program.

A: Yes, there is an approval process as outlined in the attached Reclamation Instructions document.

2. Q: What is Plexus Colors? Vs. Plexus Accents? Are the Plexus Accents available on Quick ship?

A: As requested, Tandus provided its product Plexus Accents II that most closely matched the specifications as outlined in the bid documents. Quick ship colors are not available for this product. Specification sheets for Plexus Accents II and Plexus Colours are attached for your review and comparison. While the State's specification requirements were very specific, the State of Michigan may purchase any product that Tandus manufactures now or in the future.

3. Q: Please confirm the warranty on the carpet tile as a whole. Is it a 10 yr. or 15 yr?

A: Our warranty is non-prorated for 15 years and was referenced on Page 28 of the response as well as In Appendix C - Page 173. A sample warranty was provided in the attachments section. We are attaching this warranty for your review.

4. Q: How much money will the State receive for used carpet?

A: Tandus will absorb return freight costs to Tandus, Dalton, Georgia for truckload quantities of approved vinyl-backed product.

5. Q: What is the cost for the closed loop? Is this included in Appendix C under local recycling facility?

A: Tandus' Closed Loop recycling is available to the State for all approved vinyl-backed carpet products at no additional cost. Tandus will absorb return freight costs to Tandus, Dalton, Georgia for full truckload quantities of approved vinyl-backed product. Arrangements will be made with our Dealer/Installer partner to accumulate and store this material for full truckloads. For materials that are not recyclable in the Tandus Closed Loop Program, these materials may be accumulated into truckload quantities to be returned to Dalton for recycling at Tandus' third party partners. Costs for this material will be quoted to the State on an as needed basis.

6. Q: What do you mean in floor prep when you say priming is included? Describe priming.

A: Two Tandus manufactured primers are listed on the contract. Both are nonviscous liquids that were designed to encapsulate small dust particles on the surface of the substrate, and provide a bonding layer between the pre-applied adhesive system and the substrate.

C-36E is a water based primer that is specified for porous surfaces; typically, new construction projects.

C-46E is a latex based primer that is specified to be used on projects that would require new floorcovering to be installed over existing adhesive residue. This premium floor primer does an excellent job of covering small amounts of old adhesive that may interfere with new pre-applied adhesive.

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7. Q: What does it mean when you say restocking fees are negotiable?

A: With Reference to our Standard Restocking Fee stated in Appendix C - Page 173 Question 1 - 35% of the net price for items to be returned (This is the Tandus Standard Restocking Charge and may be negotiated between the parties.) - While this statement does reflect our standard restocking charge, as a partner to the State of Michigan, Tandus is willing to work on an individual basis to reduce these costs to the State.

8. Q: Why is the amount required for adhesive a lot lower than others?

A: A review of our files indicates that an error was made in transferring the adhesive information to both the Appendix C Total Project Cost and the Appendix C Alternate Total Project Cost quotations. The correct amounts should read 36 pails @ \$85.25 = \$3,069.00.

9. Q: Is there a location here in Lansing we can look at the carpet installed that is included in your proposal? Can we visit the location on Thursday, Jan. 22nd?

A: Elyse Gardner and Christian Trost have made arrangements to show the State of Michigan Committee project sites on the afternoon of Thursday, January 22, 2009.

APPENDIX L PRODUCT WARRANTY



ER3® / ER3 RS® MODULAR TILE LIMITED WARRANTY INTEGRATED FLOORING SYSTEMS

ER3 / ER3 RS modular tile styles with nylon face fiber are covered by a limited warranty issued by C&A Floorcoverings against excessive surface wear, edge ravel, zipping, resiliency loss of backing, and delamination of the secondary backing from the primary backing containing the face fiber for a non-prorated period of fifteen (15) years from the date of manufacturer's invoice only when properly installed on correctly prepared floors using C&A Floorcoverings' approved procedures and adhesives and maintained in accordance with C&A Floorcoverings' approved maintenance and cleaning procedures.

Chair pads are not required, but are recommended for optimum textural performance. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. More intensive maintenance will also be required for product installed on stairs, and some degree of appearance change is to be expected.

Soiling visibility is affected by colors and patterns. Information on optimizing your selection can be found at www.tandus.com/color&pattern. **Appearance retention is not covered by this limited warranty.**

Excessive surface wear means more than fifteen percent (15%) loss of pile fiber weight measured before and after use.

Resiliency loss means more than ten percent (10%) loss of backing resiliency calculated using average thickness measurements of the backing of the carpet before and after use. Since resiliency recovery is not immediate and may be influenced by temperature and other conditions, thickness must be measured only after a 72-hour conditioning period.

ER3 / ER3 RS modular tile styles also carry a limited warranty against excessive static electricity during this fifteen (15) year period only when installed and maintained in accordance with C&A Floorcoverings' approved procedures. Excessive static electricity means more than 3.0 kilovolts at a relative humidity of 30% and a room temperature of 70 degrees Fahrenheit.

If these products fail to perform as described in this limited warranty, the affected area will be replaced or repaired at the discretion of C&A Floorcoverings.

This limited warranty does not cover pile shading, pile crushing, tears, burns, cuts, pilling, matting, damage due to improper installation, improper use, improper maintenance, installation over irregular surfaces, point loads in excess of 150 pounds per square inch or any other damage not expressly covered above and is subject to the applicable C&A Floorcoverings product tolerances, which are available upon request. **This limited warranty does not cover damage resulting from improper installation or maintenance.** Liability of C&A Floorcoverings is limited to the actual repair or replacement of the affected area and does not cover incidental or consequential damages. C&A Floorcoverings is not responsible for any expenses incurred for removal of furniture, partitioning, temporary walls or other fixtures on or around the affected area of the carpet.

All C&A Limited Warranty and Maintenance Information can be accessed at www.tandus.com/limitedwarranty and www.tandus.com/maintenance or by dialing 800-248-2878.

THE BUYER AND/OR END USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE MERCHANDISE SELECTED FOR A PARTICULAR APPLICATION.

C&A FLOORCOVERINGS SHALL NOT BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ANY PRODUCTS DAMAGED AS A RESULT OF FORCE MAJEURE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, OR OTHER CATASTROPHE ACTS OF GOD, OR ANY CAUSE BEYOND THE CONTROL OF C&A FLOORCOVERINGS.

ALL IMPLIED WARRANTIES WHICH MAY ARISE BY LAW, IMPLICATION OF LAW OR APPLICATION OF COURSE OF DEALING OR USAGE OF TRADE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED. ANY ORAL STATEMENTS ABOUT THE MERCHANDISE DESCRIBED HEREIN ARE NOT WARRANTIES, SHOULD NOT BE RELIED UPON BY THE BUYER, DO NOT FORM ANY PART OF THE BASIS OF THE BARGAIN, AND ARE NOT PART OF THIS OR ANY OTHER LIMITED WARRANTY. NO AGENT, DISTRIBUTOR OR REPRESENTATIVE OF C&A FLOORCOVERINGS, EXCEPT AN OFFICER OF C&A FLOORCOVERINGS, SHALL HAVE AUTHORITY TO AGREE TO ANY TERM, CONDITION OR PROVISION INCONSISTENT HERewith OR NOT CONTAINED HEREIN.

Invoice No. _____ Company Installed _____
 Product(s) _____ Color _____
 Project Name _____ Total Square Yards _____
 Project Address _____
 Specific Areas Surfaced _____
 Date Installation Began _____ Date Installation Completed _____

 Authorized Signature

Sworn to and subscribed before me,
 This _____ day of _____, 2005

**APPENDIX M
INSTALLATION WARRANTY**



TANDUS US, LLC

1735 CLEVELAND HWY
P.O. BOX 1447
DALTON, GA 30722 - 1447
PH 706.259.2617
FAX 706.259.2638

**TANDUS US, LLC
INSTALLATION WARRANTY**

TANDUS US,LLC. will provide a two (2) years installation warranty on all projects installed through Tandus US / Source One department/Lansing Tile & Mosaic This warranty assures quality workmanship for installation, and will be effective starting the day of completion of installation and running two (2) years from that date.

This warranty does not cover items that are out of the control of the installer or Tandus US such as tears, bubbles from moisture, improper maintenance, or other items caused by negligence that disrupt the proper use of this carpet.

Should there be any claims against this installation warranty, contact Tandus US / Source One department at 1735 Cleveland Hwy., Dalton, GA 30722; phone 800-241-4902 ext 2608.

PROJECT NUMBER:

PROJECT NAME:

CTRL#

DATE OF COMPLETION:

**APPENDIX N
LEED CHART**

C&A ER3 TILE & Conserv Tile LEED PRODUCT CHART					
	Possible LEED Credit Pts.	ER3® RS Modular Tile	ER3 Tile Possible Points	Conserv Modular Tile	Conserv Possible Points
Construction Waste Management MR credits 2.1 & 2.2 for NC & CI; MR credits 1.1 & 1.2 for EB	1-2	Vinyl-backed Carpet is 100% recyclable back into carpet in C&A's closed loop recycling process.	1-2	Vinyl-backed Carpet is 100% recyclable back into carpet in C&A's closed loop recycling process.	1-2
Total Recycle Content* MR credits 4.1 & 4.2 for NC & CI MR credits 2.1-2.5 for EB	1-2	44-59%	1-2	0%	0
Overall Post Consumer (depending on style)		10%		0%	
Overall Pre-consumer (depending on style)		34-49%		0%	
Regional Materials Product Manufacture MR credits 5.1 & 5.2 for NC & CI MR credits 2.1-2.5 for EB	1-2	36% Dalton, GA	1-2	2% Dalton, GA	1-2
Sustainable Cleaning Products MR credits 4.1-4.3 for EB	1-3	Tandus can recommend green cleaning products	1-3	Tandus can recommend green cleaning products	1-3
IEQ: Carpet IEQ credits 4.3 for NC & CI; MR credits 3.1-3.2 EB	1	Meets CRI Green Label Plus	1	Meets CRI Green Label Plus	1
IEQ: Adhesive IEQ credits 4.1 for NC & CI; MR credits 3.1-3.2 EB	1	Product available with pre-applied RS adhesive. Meets Green Label Plus & SCAQMD Rule#1168	1	Low VOC Adhesive available that meets SCAQMD Rule #1168	1
IEQ: Entryway Systems IEQ credit 10.1 for EB	1	Tandus can provide entryway systems	1	Tandus can provide entryway systems	1
IEQ: Cleaning Equipment / Policy IEQ credit 10.3 & 10.6 for EB	1-2	Tandus can recommend procedures and equipment.	1-2	Tandus can recommend procedures and equipment.	1-2
ID: Certified Products ID Credit	1	C&A recycled content products are certified to the NSF 140 Sustainable Carpet Assessment Standard.	1	No	0
THIRD PARTY CERTIFICATIONS					
Recycled Content		Certified by SCS		No	
NSF 140 Standard		Platinum		No	
California Gold Standard		California Platinum		No	
Possible Point Total	15		15		12

APPENDIX O

DELIVERY TIMEFRAMES BY PRODUCT LINE

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STANDARD PRODUCT LINES AND COLORS	DELIVERY TIMEFRAMES	
Field Carpet	STANDARD DELIVERY	EXPRESS DELIVERY
<i>Sentinel II – ER3</i>		
#26 Salt and Pepper	52 Calendar Days	21 Calendar Days
#27 Sunset	52 Calendar Days	N/A
#32 El Nino	52 Calendar Days	21 Calendar Days
<i>Runaway – ER3</i>		
#4 Mermaid	52 Calendar Days	N/A
#6 Carpenter	52 Calendar Days	N/A
#08 Spectrum	52 Calendar Days	21 Calendar Days
#9 Blue Velvet	52 Calendar Days	21 Calendar Days
#10 Marlberry	52 Calendar Days	N/A
#15 Granola	52 Calendar Days	N/A
#16 Greenhouse	52 Calendar Days	N/A
Solid Border	STANDARD DELIVERY	EXPRESS DELIVERY
<i>Plexus Accents II – ER3</i>		
All Colors – Borders/Accents Only	52 Calendar Days	N/A

APPENDIX O

DELIVERY TIMEFRAMES BY PRODUCT LINE

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STANDARD PRODUCT LINES AND COLORS	DELIVERY TIMEFRAMES	
High Traffic	STANDARD DELIVERY	EXPRESS DELIVERY
<i>Guardian A+ - ER3 (Field)</i>		
#00 Cornflower	52 Calendar Days	N/A
#01 Yankee	52 Calendar Days	N/A
#9 Onyx	52 Calendar Days	N/A
#13 Wisteria	52 Calendar Days	N/A
#14 Brownstone	52 Calendar Days	N/A
Luminaire II – ER3 (Borders/Accents Only)		
All Colors – Borders/Accents Only	52 Calendar Days	N/A
<i>Abrasive Action – ER3</i>		
All Colors - Entryway	52 Calendar Days	(See Below for Express Colors)
#19100 Charcoal	52 Calendar Days	21 Calendar Days
#19101 Midnight Blue	52 Calendar Days	21 Calendar Days
#19102 Asphalt	52 Calendar Days	21 Calendar Days
#19103 Winter Gray	52 Calendar Days	21 Calendar Days