



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**
to
Contract Number **071B7700149**

CONTRACTOR	SHAW INDUSTRIES INC.
	616 Walnut Ave
	Dalton, GA 30721-4409
	Jacob Stefan
	312-505-9180
	jacob.stefan@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-241-4495	
		myersc@Michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
June 5, 2017	June 4, 2020	3 - 1 Year		June 4, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	180 days	December 1, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,199,536.75	\$800,000.00		\$6,999,536.75	
DESCRIPTION				
Effective June 5, 2023, this contract is hereby extended through December 1, 2023, to exercise the 180-day transition period in Section 25 Transition Responsibilities in the State’s Standard Contract Terms. Additionally, funding is increased by \$800,000.00.				
Agencies may place new orders for existing projects per Attachment 1 until June 30, 2023. The remaining time of the transition period is to complete existing projects with established Delivery Orders (DO).				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Current Projects Excluded from Price Increases
Shaw Contract No. 071B7700149, CN # 8
Attachment 1

DHHS Kalamazoo Psychiatric Hospital			
ITEM	LOCATION	SHAW AMOUNT	NOTES
1	GMU	\$ 117,748.61	in progress, DO approved
2	Carpet Squares	\$10,016.57	in progress, DO approved
	TOTAL	\$ 127,765.18	

Michigan State Police:			
ITEM	LOCATION	SHAW AMOUNT	
3	Sault Ste Marie	\$ 20,301.80	
4	Canine Office	\$ 4,645.14	
	TOTAL	\$ 24,946.94	

DMVA Ft Custer			
ITEM	LOCATION	SHAW AMOUNT	
5	2806 BOQ	\$ 33,600.71	
6	Bldg 2900 B119	\$ 47,705.12	
	TOTAL	\$ 81,305.83	

DNR			
ITEM	LOCATION	SHAW AMOUNT	
7	Wolf Lake Hatchery	\$ 28,597.56	
	TOTAL	\$ 28,597.56	

MDOT			
ITEM	LOCATION	SHAW AMOUNT	
8	Kalamazoo TSC	-	\$28,000 job already completed
9	St Ignace Garage	-	Remove, not happening
10	Engadine TSC	-	Remove, not happening
11	Coloma Garage	\$ 15,787.77	\$15,787.76 Pending, "Keith has a meeting in a week or two and will check on it" PENDING
12	Mount Pleasant	\$ 12,000.00	New; will likely be ordered for just over \$12,000.00 NEW
	TOTAL	\$ 15,787.77	

Current Projects Excluded from Price Increases
Shaw Contract No. 071B7700149, CN # 8
Attachment 1

MSP Bridgeport Bomb Squad			
ITEM	LOCATION	SHAW AMOUNT	
13	Bridgeport	\$ 7,109.62	
	TOTAL	\$ 7,109.62	
MSP PTA Classrooms			
ITEM	LOCATION	SHAW AMOUNT	
14		\$ 75,000.00	
	TOTAL	\$ 75,000.00	
Cadillac Place			
ITEM	LOCATION	SHAW AMOUNT	
15	Cadillac place 4-100 Cadillac Place 4-150 Cadillac place 4-250	\$ 114,664.16	This covers 4-100, 150, 250
	TOTAL	\$ 114,664.16	
Misc State Facilities			
ITEM	LOCATION	SHAW AMOUNT	
16	MSP Lansing Post	\$ 13,982.98	6/12-Waiting on customer appr
17	Escanaba state office building	\$ 144,941.66	
18	Romney 8th, 9th and 10th	\$ 160,000.00	
19	MSP HQ 2nd custodial office	\$ 3,525.45	937 submitted 5/31/2023
	TOTAL	\$ 322,450.09	
	GRAND TOTAL OF SHAW	\$ 797,627.15	



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CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
to
Contract Number 071B7700149

CONTRACTOR	SHAW INDUSTRIES INC.
	616 Walnut Ave
	Dalton, GA 30721-4409
	Jacob Stefan
	312-505-9180
	jacob.stefan@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-719-8168	
		myersc@Michigan.gov	
	Contract Administrator	Susan Watt-Smith	DTMB
		517-230-0535	
		wattsmiths@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
June 5, 2017	June 4, 2020	3 - 1 Year		June 4, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 4, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$249,000.00	\$6,199,536.75		
DESCRIPTION				
Effective March 16, 2023, this contract is hereby increased by \$249,000.00.				
Please note the Contractor's Contract Administrator has been changed to Jacob Stefan, 312-505-9180, jacob.stefan@shawcontract.com, the State Contract Administrator has been changed to Susan Watt-Smith, 517-230-0535, wattsmiths@michigan.gov, and the phone number for Curt Myers, the State Program Manager, has been changed to 517-719-8168 .				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **071B7700149**

CONTRACTOR	SHAW INDUSTRIES INC.
	616 Walnut Ave
	Dalton, GA 30721-4409
	Patrick Coulston
	616-719-9800
	patrick.coulston@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-241-4495	
		myersc@Michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
June 5, 2017	June 4, 2020	3 - 1 Year		December 4, 2021
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
No Minimum Delivery Requirements				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1.5 Years	<input type="checkbox"/>		June 4, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		
DESCRIPTION				

Effective December 5, 2021, please note the following:

- 1) The State is exercising the remaining 1.5 option years on this contract. The revised expiration date is June 4, 2023.
- 2) Pricing for all flooring types (Walk Off/Entry Carpet and LVP/LVT) available on this contract are hereby updated, per revised Exhibit E (attached).
- 3) The following flooring styles / collections are hereby incorporated and highlighted in yellow in the attached Exhibit B and Exhibit E (attached):
 - a) Carpet tile : Memory, Belong, Dream, Dash, Turn, Track and Advance
 - b) LVT: Inspire 5.0 mm, Terrain II 20 mil 5 mm, Terrain II COREtec, Cast 2.5 mm, Cast 5.0 mm, Compound 2.5 mm, Compound 5.0 mm, Cover, Envelop, Mindset and Coded

All other terms, conditions, specifications and pricing remain the same. Per Vendor and Agency agreement, and DTMB Central Procurement approval.

**EXHIBIT B
PRICING**

Products for the State of Michigan - Shaw Contract+			
* Items highlighted in yellow denotes new additions via Change Notice 6			
<u>Carpet Tile</u>			
<u>Style:</u> Glitz (59360) <u>Approved Colors:</u> -530 -201 -755 -500 -485 -400 -505 -585 -713 -309	<u>Style:</u> Radiance (59361) <u>Approved Colors:</u> -530 -201 -585 -500 -485 -400 -309 -755* -713 -505*	<u>Style:</u> Hype (5T065) <u>Approved Colors:</u> -549 -761 -481 -740 -530	<u>Style:</u> Constellation (59326) <u>Approved Colors:</u> -810 -910 -110 -420* -310*
<u>Style:</u> Memory (5T263) <u>Approved Colors:</u> All	<u>Style:</u> Belong (5T261) <u>Approved Colors:</u> All	<u>Style:</u> Dream (5T265) <u>Approved Colors:</u> All	<u>Style:</u> Dash (5T203) <u>Approved Colors:</u> All
	<u>Style:</u> Turn (5T205) <u>Approved Colors:</u> All	<u>Style:</u> Track (5T204) <u>Approved Colors:</u> All	<u>Style:</u> Advance (5T202) <u>Approved Colors:</u> All
<u>Walk Off/Entry Carpet</u>			
<u>Carpet Tile</u>		<u>Broadloom</u>	
<u>Style:</u> Path (5T034) <u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Style:</u> Portal (5T035) <u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Style:</u> Welcome II <u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485	<u>Style:</u> Bon Jour II <u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485
<u>LVP/LVT</u>			
- Inspire	- Inspire 5.0 mm	- Strand	- Surface
- Terrain II 20 mil	- Terrain II 20 mil 5 mm	- Terrain II 30 mil	- Terrain II 12 mil
- Terrain II Coretec	- Cast 2.5 mm	- Cast 5.0 mm	- Compound 2.5 mm
- Envelop	- Compound 5.0 mm	- Cover	- Mindset
- Coded			
+Prices listed in Exhibit E			
*QuickShip (10 business days or less from order) available on these designated items			

**EXHIBIT E
PRICING**

Item No.	Flooring Type	Style / Collection Name	PRICE / sq yd*
1	Tile	Glitz Tile	\$22.03
2	Tile	Radiance Tile	\$22.03
3	Tile	Hype Tile	\$20.79
4	Tile	Constellation Tile	\$18.58
5	Tile	Memory Tile	\$19.98
6	Tile	Belong Tile	\$19.98
7	Tile	Dream Tile	\$19.98
8	Tile	Dash Tile	\$24.99
9	Tile	Turn Tile	\$24.99
10	Tile	Track Tile	\$24.99
11	Tile	Advance Tile	\$24.99
12	Walk Off	Path Tile	\$24.60
13	Walk Off	Portal Tile	\$24.60
14	Walk Off	Welcome II Broadloom	\$22.01
15	Walk Off	Bonjour II Broadloom	\$22.01
Item No.	Flooring Type	Style / Collection Name	Price / sq ft**
16	LVT	Inspire	\$2.69
17	LVT	Inspire 5.0 mm	\$2.99
18	LVT	Strand	\$2.69
19	LVT	Surface	\$2.69
20	LVT	Terrain II 20 mil	\$2.69
21	LVT	Terrain II 20 mil 5 mm	\$2.99
22	LVT	Terrain II 30 mil	\$2.69
23	LVT	Terrain II 12 mil	\$1.60
24	LVT	Terrain II COREtec	\$2.99
25	LVT	Cast 2.5 mm	\$2.57
26	LVT	Cast 5.0 mm	\$2.99
27	LVT	Compound 2.5 mm	\$2.57
28	LVT	Compound 5.0 mm	\$2.99
29	LVT	Cover	\$2.99
30	LVT	Envelop	\$2.99
31	LVT	Mindset	\$2.72
32	LVT	Coded	\$2.99

*Price per square yard.

**Price per square foot.

PRICING

ITEM		QUANTITY (scenario)	UNIT	DISCOUNT PRICE	EXTENDED PRICE
1	Field Carpet - 1	30,000	Sq Yd	\$17.40	\$522,000.00
2	Field Carpet - 2	10,000	Sq Yd	\$20.60	\$206,036.00
3	Field Carpet - 3	10,000	Sq Yd	\$20.60	\$205,960.00
4	Walk Off Carpet	500	Sq Yd	\$22.99	\$11,493.00
5	Higher PH pressure Sensitive Adhesive	1,000	Gallon	\$75.31	\$75,306.00
6	Sealant /Primer for self-adhesive carpet tile - Shaw LokDots	650	Gallon	\$157.50	\$102,375.00
7	6" Rubber Coving with Toe - Product	50,000	Linear foot	\$1.82	\$91,020.00
8	Carpet Removal	50,000	Sq Yd	\$2.60	\$129,962.50
9	Floor Preparation	50,000	Sq Yd	\$3.69	\$184,500.00
10	Installation Services	50,000	Sq Yd	\$10.52	\$525,750.00
GRAND TOTAL PROJECT COST					\$2,054,402.50

RESILIENT FLOORING

Other Hardsurface Products Price								
Style / collection Name	Product Number	Product Type	Unit of Measure	Unit Size	Pieces Per Carton	Sq Ft per Carton	Price	Product Warranty
Terrain II 20 mil	0454V	LVT	Sq Ft	6" x 48"	21	41.72	\$ 2.50	15 Year
Terrain II 30 mil	0892V	LVT	Sq Ft	6" x 48"	18	35.76	\$ 2.50	15 Year
Terrain II 12 mil	0453V	LVT	Sq Ft	6" x 48"	21	41.72	\$ 1.50	15 Year
Inspire	0884V	LVT	Sq Ft	12" X 24"	18	36.00	\$4.05	15 Year
Cast 2.5 mm	4097V	LVT	Sq Ft	24" X 24"	17	68.00	\$3.83	15 Year
Cast 5.0 mm	4098V	LVT	Sq Ft	24" X 24"	8	32.00	\$4.32	15 Year
Compound 2.5 mm	4074V	LVT	Sq Ft	24" X 24"	17	68.00	\$3.83	15 Year
Compound 5.0 mm	4077V	LVT	Sq Ft	24" X 24"	8	32.00	\$4.32	15 Year
Terrain II 5 mm	4110V	LVT	Sq Ft	6" X 48"	11	21.85	\$4.34	15 Year
Inspire 5 mm	4120V	LVT	Sq Ft	24" X 24"	8	32.00	\$4.32	15 Year
Cover	4140V	LVT	Sq Ft	7" X 48"		27.96	\$4.47	15 Year
Envelop	4141V	LVT	Sq Ft	7" X 48"		27.96	\$4.47	15 Year

PRICING

ADHESIVES

Adhesive	UOM	List Price (\$)	Discount Off List Price (%)	Discount Price
Shaw 1000 - Multipurpose - Broadloom	4 Gallon Pail	\$47.08	30%	\$32.96
Shaw 4000 - Seam Sealer - Broadloom	1 Quart Container	\$13.04	30%	\$9.13
Shaw 4100 - Resilient Full Spread - Resilient	4 Gallon Pail	\$170.75	30%	\$119.53
Shaw 4151 – Pressure Sensitive - Resilient	4 Gallon Pail	\$243.64	30%	187.42
Shaw 5000 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5100 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5900 - Higher pH & Moisture Resistant - Carpet Tile	4 Gallon Pail	\$107.58	30%	\$75.31
Shaw 6200 - Adhesive Residue Sealer - Floor Prep	4 Gallon Pail	\$115.05	30%	\$80.54
Shaw 9000 - Floor & Adhesive Sealer (Two Part) - Floor Prep	2.5 Gallon Pail	\$254.02	30%	\$177.81
Shaw 9050 - pH Blocker/Floor Primer - Floor Prep	4 Gallon Pail	\$72.51	30%	\$50.76
Shaw LokDots Adhesive - Carpet Tile	250sy Sleeve	\$225.00	30%	\$157.50
Shaw LokDots Applicator - Carpet Tile	1 Applicator	\$82.50	30%	\$57.75
Shaw S150 - Resilient Spray - Resilient	1 Spray Can	\$40.00	30%	\$28.00
Shaw GroundWorks - Resilient Underlayment	100sf Roll	\$75.00	30%	\$52.50

SERVICES By ZONE

* Please refer to "State of Michigan Prosperity Region Map and Zone Classification Provided in Exhibit F

* All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include prevailing wages as per the attached prevailing wage rate schedules for laborers and carpenters.

[illegible]

State of Michigan - MiDeals Members Only

Style Number	Style Name	UOM	MiDeal Member Pricing
Carpet Tile			
5T172	Sea Tile	SY	\$18.44
5T173	Sea Edge Tile	SY	\$18.97
5T174	Sky Tile	SY	\$19.19
59575	Diffuse 24" Tile	SY	\$18.71
5T233	Diffuse 24" EcoLogix	SY	\$22.15
5T234	Diffuse 24" EcoLogix ES	SY	\$24.06
5T185	Diffuse 9" x 36" Tile	SY	\$19.61
59576	Disperse 24" Tile	SY	\$18.71
5T184	Disperse 9" x 36" Tile	SY	\$19.61
5T128	Glitch Tile	SY	\$24.01
5T130	Manipulate Tile	SY	\$24.17
5T126	Analog Tile	SY	\$23.48
5T127	Distort Tile	SY	\$23.48

****Pricing listed above is for MiDeals members only. Pricing is not to be used with State of Michigan agencies.***



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B7700149**

CONTRACTOR	SHAW INDUSTRIES INC.
	616 Walnut Ave
	Dalton, GA 30721-4409
	Patrick Coulston
	616-719-9800
	patrick.coulston@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-241-4495	
		myersc@Michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 5, 2017	June 4, 2020	3 - 1 Year	June 4, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	6 months	<input type="checkbox"/>		December 4, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		
DESCRIPTION				
Effective June 5, 2021, the State is exercising 6 months of the 2nd option year. The revised expiration date is December 4, 2021. In addition, the State's Contract Administrator is updated on the Cover Page and Standard Contract Terms Section 3 to: Mary Ostrowski ostrowskim@michigan.gov (517)249-0438				
All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4 - REVISED**

to

Contract Number **071B7700149**

CONTRACTOR	SHAW INDUSTRIES INC.	STATE	Program Manager	Curt Myers	SW
	616 Walnut Ave			517-241-4495	
	Dalton, GA 30721-4409		Contract Administrator	myersc@Michigan.gov	
	Patrick Coulston			Sarah Walter	DTMB
	616-719-9800			(517) 256-4237	
	patrick.coulston@shawinc.com			walters6@michigan.gov	
	CV0129942				

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
June 5, 2017	June 4, 2020	3 - 1 Year		June 4, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	N/A	June 4, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		
DESCRIPTION				
Effective June 5, 2020, the State is exercising one option year. The revised contract expiration date is June 4,2021.				
All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **071B7700149**

CONTRACTOR	SHAW INDUSTRIES INC.
	616 Walnut Ave
	Dalton, GA 30721-4409
	Patrick Coulston
	616-719-9800
	patrick.coulston@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-241-4495	
		myersc@Michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 5, 2017	June 4, 2020	3 - 1 Year	June 4, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	June 4, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		
DESCRIPTION				
Effective January 1, 2019 please note the following:				
1. Hype Carpet tiles are hereby added to the Contract, please see Updated Exhibit E - Pricing.				
2. MiDeal Member only products are hereby added, please refer to the MiDeal Website for more information.				
All other terms conditions and specifications remain the same per contractor and agency agreement, and DTMB Procurement approval.				

EXHIBIT B - Pricing



Products for the State of Michigan - Shaw Contract+			
<u>Carpet Tile</u>			
<u>Style:</u> Glitz (59360)	<u>Style:</u> Radiance (59361)	<u>Style:</u> Hype (5T065)	<u>Style:</u> Constellation (59326)
<u>Approved Colors:</u> -530 -201 -755 -500 -485 -400 -505 -585 -713 -309	<u>Approved Colors:</u> -530 -201 -585 -500 -485 -400 -309 -755* -713 -505*	<u>Approved Colors:</u> -549 -761 -481 -740 -530	<u>Approved Colors:</u> -810 -910 -110 -420* -310*
<u>Walk Off/Entry Carpet</u>			
<u>Carpet Tile</u>		<u>Broadloom</u>	
<u>Style:</u> Path (5T034)	<u>Style:</u> Portal (5T035)	<u>Style:</u> Welcome II	<u>Style:</u> Bon Jour II
<u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485	<u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485
<u>LVP/LVT</u>			
	- Terrain II - Brush - Line - Plaster	- Surface - Strand - Crete - Jeogori	
+Prices listed in Exhibit E *QuickShip (10 business days or less from order) available on these designated items			

**EXHIBIT E
PRICING**

Item No.	Flooring type	Style / collection Name	PRICE/sq yd*		
			Year 1	Year 2	Year 3
1	Tile	Glitz Tile	\$ 20.60	\$ 20.60	\$ 20.60
2	Tile	Radiance Tile	\$ 20.60	\$ 20.60	\$ 20.60
3	Tile	Hype Tile	\$ 19.45	\$ 19.45	\$ 19.45
4	Tile	Constellation Tile	\$ 17.40	\$ 17.40	\$ 17.40
5	Walk off	Path Tile	\$ 22.99	\$ 22.99	\$ 22.99
6	Walk off	Portal Tile	\$ 22.99	\$ 22.99	\$ 22.99
7	Walk off	Welcome II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
8	Walk off	BonJour II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
Item No.	Flooring type	Style / collection Name	PRICE/sq ft**		
			Year 1	Year 2	Year 3
9	LVT	Terrain II	\$ 2.50	\$ 2.50	\$ 2.50
10	LVT	Crete	\$ 2.32	\$ 2.32	\$ 2.32
11	LVT	Jeogori	\$ 2.32	\$ 2.32	\$ 2.32
12	LVT	Brush	\$ 2.50	\$ 2.50	\$ 2.50
13	LVT	Line	\$ 2.50	\$ 2.50	\$ 2.50
14	LVT	Plaster	\$ 2.50	\$ 2.50	\$ 2.50
15	LVT	Surface	\$ 2.50	\$ 2.50	\$ 2.50
16	LVT	Strand	\$ 2.50	\$ 2.50	\$ 2.50

*Price per square yard.

**Price per square foot.

PRICING

ITEM		QUANTITY (scenario)	UNIT	DISCOUNT PRICE	EXTENDED PRICE
1	Field Carpet - 1	30,000	Sq Yd	\$17.40	\$522,000.00
2	Field Carpet - 2	10,000	Sq Yd	\$20.60	\$206,036.00
3	Field Carpet - 3	10,000	Sq Yd	\$20.60	\$205,960.00
4	Walk Off Carpet	500	Sq Yd	\$22.99	\$11,493.00
5	Higher PH pressure Sensitive Adhesive	1,000	Gallon	\$75.31	\$75,306.00
6	Sealant /Primer for self adhesive carpet tile - Shaw LokDots	650	Gallon	\$157.50	\$102,375.00
7	6" Rubber Coving with Toe - Product	50,000	Linear foot	\$1.82	\$91,020.00
8	Carpet Removal	50,000	Sq Yd	\$2.60	\$129,962.50
9	Floor Preparation	50,000	Sq Yd	\$3.69	\$184,500.00
10	Installation Services	50,000	Sq Yd	\$10.52	\$525,750.00
GRAND TOTAL PROJECT COST					\$2,054,402.50

PRICING

RESILIENT FLOORING

Other Hardsurface Products Price								
Style / collection Name	Product Number	Product Type	Unit of Measure	Unit Size	Pieces Per Carton	Sq Ft per Carton	Price	Product Warranty
Terrain	0564V	LVT	Sq Ft	6" x 48"	21	42	2.50	10 year
Crete	0203V	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Jeorgori	0215V	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Brush	0552V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Line	0554V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Plaster	0553V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Surface	0515V	LVT	Sq Ft	18" X 36"	10	45	2.50	11 year
Strand	0516V	LVT	Sq Ft	18" X 36"	10	45	2.50	12 year

ADHESIVES

Adhesive	UOM	List Price (\$)	Discount Off List Price (%)	Discount Price
Shaw 1000 - Multipurpose - Broadloom	4 Gallon Pail	\$47.08	30%	\$32.96
Shaw 4000 - Seam Sealer - Broadloom	1 Quart Container	\$13.04	30%	\$9.13
Shaw 4100 - Resilient Full Spread - Resilient	4 Gallon Pail	\$170.75	30%	\$119.53
Shaw 5000 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5100 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5900 - Higher pH & Moisture Resistant - Carpet Tile	4 Gallon Pail	\$107.58	30%	\$75.31
Shaw 6200 - Adhesive Residue Sealer - Floor Prep	4 Gallon Pail	\$115.05	30%	\$80.54
Shaw 9000 - Floor & Adhesive Sealer (Two Part) - Floor Prep	2.5 Gallon Pail	\$254.02	30%	\$177.81
Shaw 9050 - pH Blocker/Floor Primer - Floor Prep	4 Gallon Pail	\$72.51	30%	\$50.76
Shaw LokDots Adhesive - Carpet Tile	250sy Sleeve	\$225.00	30%	\$157.50
Shaw LokDots Applicator - Carpet Tile	1 Applicator	\$82.50	30%	\$57.75
Shaw S150 - Resilient Spray - Resilient	1 Spray Can	\$40.00	30%	\$28.00
Shaw GroundWorks - Resilient Underlayment	100sf Roll	\$75.00	30%	\$52.50

PRICING SERVICES By ZONE

* Please refer to "State of Michigan Prosperity Region Map and Zone Classification Provided in Exhibit F

* All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include prevailing wages as per the attached prevailing wage rate schedules for laborers and carpenters.

[illegible]



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **071B7700149**

CONTRACTOR	Shaw Industries Inc
	616 Walnut Ave
	Dalton, GA 30721-4409
	Patrick Coulston
	616-719-9800
	patrick.coulston@shawinc.com
	CV0129942

STATE	Program Manager	Curt Myers	SW
		517-241-4495	
		myersc@Michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

CONTRACT SUMMARY				
CARPET TILES AND RESILIENT FLOORING - STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
June 5, 2017	June 4, 2020	3 - 1 Year	June 4, 2020	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	June 4, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		
DESCRIPTION				
Effective October 25, 2018, the following are hereby incorporated:				
1. The addition of New product LVP/LVT - Inspire. See attached Revised tables, to reflect the addition of LVP.LVT pro: a. Exhibit B – REVISED: LVP/LVT – Inspire b. Exhibit E – REVISED Pricing – Inspire				
2. Exhibit J – Federal Provisions Addendum is hereby incorporated into this Contract.				
3. The Contract Administrator has been changed to Sarah Walter, Email: WalterS6@michiagn.gov; Phone: 517-256-4237.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

EXHIBIT B - REVISED



Products for the State of Michigan - Shaw Contract+			
<u>Carpet Tile</u>			
<u>Style:</u> Glitz (59360) <u>Approved Colors:</u> -530 -201 -755 -500 -485 -400 -505 -585 -713 -309	<u>Style:</u> Radiance (59361) <u>Approved Colors:</u> -530 -201 -585 -500 -485 -400 -309 -755* -713 -505*	<u>Style:</u> Constellation (59326) <u>Approved Colors:</u> -810 -910 -110 -420* -310*	
<u>Walk Off/Entry Carpet</u>			
<u>Carpet Tile</u>		<u>Broadloom</u>	
<u>Style:</u> Path (5T034) <u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Style:</u> Portal (5T035) <u>Approved Colors:</u> -500* -751* -761* -485* -557* -851* -740* -549* -481	<u>Style:</u> Welcome II <u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485	<u>Style:</u> Bon Jour II <u>Approved Colors:</u> -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485
<u>LVP/LVT</u>			
	- Terrain II - Brush - Line - Plaster	- Surface - Strand - Crete - Jeogori - Inspire	
+Prices listed in Exhibit E *QuickShip (10 business days or less from order) available on these designated items			

**EXHIBIT E - REVISED
PRICING**

Item No.	Flooring type	Style / collection Name	PRICE/sq yd*		
			Year 1	Year 2	Year 3
1	Tile	Glitz Tile	\$ 20.60	\$ 20.60	\$ 20.60
2	Tile	Radiance Tile	\$ 20.60	\$ 20.60	\$ 20.60
3	Tile	Constellation Tile	\$ 17.40	\$ 17.40	\$ 17.40
4	Walk off	Path Tile	\$ 22.99	\$ 22.99	\$ 22.99
5	Walk off	Portal Tile	\$ 22.99	\$ 22.99	\$ 22.99
6	Walk off	Welcome II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
7	Walk off	BonJour II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
Item No.	Flooring type	Style / collection Name	PRICE/sq ft**		
			Year 1	Year 2	Year 3
8	LVT	Terrain II	\$ 2.50	\$ 2.50	\$ 2.50
9	LVT	Crete	\$ 2.32	\$ 2.32	\$ 2.32
10	LVT	Jeogori	\$ 2.32	\$ 2.32	\$ 2.32
11	LVT	Brush	\$ 2.50	\$ 2.50	\$ 2.50
12	LVT	Line	\$ 2.50	\$ 2.50	\$ 2.50
13	LVT	Plaster	\$ 2.50	\$ 2.50	\$ 2.50
14	LVT	Surface	\$ 2.50	\$ 2.50	\$ 2.50
15	LVT	Strand	\$ 2.50	\$ 2.50	\$ 2.50
16	LVT	Inspire	\$ 2.50	\$ 2.50	\$ 2.50

*Price per square yard.

**Price per square foot.

PRICING

ITEM		QUANTITY (scenario)	UNIT	DISCOUNT PRICE	EXTENDED PRICE
1	Field Carpet - 1	30,000	Sq Yd	\$17.40	\$522,000.00
2	Field Carpet - 2	10,000	Sq Yd	\$20.60	\$206,036.00
3	Field Carpet - 3	10,000	Sq Yd	\$20.60	\$205,960.00
4	Walk Off Carpet	500	Sq Yd	\$22.99	\$11,493.00
5	Higher PH pressure Sensitive Adhesive	1,000	Gallon	\$75.31	\$75,306.00
6	Sealant /Primer for self-adhesive carpet tile - Shaw LokDots	650	Gallon	\$157.50	\$102,375.00
7	6" Rubber Coving with Toe - Product	50,000	Linear foot	\$1.82	\$91,020.00
8	Carpet Removal	50,000	Sq Yd	\$2.60	\$129,962.50
9	Floor Preparation	50,000	Sq Yd	\$3.69	\$184,500.00
10	Installation Services	50,000	Sq Yd	\$10.52	\$525,750.00
GRAND TOTAL PROJECT COST					\$2,054,402.50

PRICING

RESILIENT FLOORING

Other Hardsurface Products Price								
Style / collection Name	Product Number	Product Type	Unit of Measure	Unit Size	Pieces Per Carton	Sq Ft per Carton	Price	Product Warranty
Terrain	0564V-1	LVT	Sq Ft	6" x 48"	21	42	2.5	10 year
Crete	0203V-1	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Jeorgori	0215V-1	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Brush	0552V-1	LVT	Sq Ft	6" x 48"	21	41.72	2.5	10 year
Line	0554V-1	LVT	Sq Ft	6" x 48"	21	41.72	2.5	10 year
Plaster	0553V-1	LVT	Sq Ft	6" x 48"	21	41.72	2.5	10 year
Surface	0515V-1	LVT	Sq Ft	18" X 36"	10	45	2.5	11 year
Strand	0516V-1	LVT	Sq Ft	18" X 36"	10	45	2.5	12 year
Inspire	0884V-1	LVT	Sq Ft	12" X 24"	18	36	2.5	Lifetime

ADHESIVES

Adhesive	UOM	List Price (\$)	Discount Off List Price (%)	Discount Price
Shaw 1000 - Multipurpose - Broadloom	4 Gallon Pail	\$47.08	30%	\$32.96
Shaw 4000 - Seam Sealer - Broadloom	1 Quart Container	\$13.04	30%	\$9.13
Shaw 4100 - Resilient Full Spread - Resilient	4 Gallon Pail	\$170.75	30%	\$119.53
Shaw 5000 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5100 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5900 - Higher pH & Moisture Resistant - Carpet Tile	4 Gallon Pail	\$107.58	30%	\$75.31
Shaw 6200 - Adhesive Residue Sealer - Floor Prep	4 Gallon Pail	\$115.05	30%	\$80.54
Shaw 9000 - Floor & Adhesive Sealer (Two Part) - Floor Prep	2.5 Gallon Pail	\$254.02	30%	\$177.81
Shaw 9050 - pH Blocker/Floor Primer - Floor Prep	4 Gallon Pail	\$72.51	30%	\$50.76
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Shaw LokDots Applicator - Carpet Tile	1 Applicator	\$82.50	30%	\$57.75
Shaw S150 - Resilient Spray - Resilient	1 Spray Can	\$40.00	30%	\$28.00
Shaw GroundWorks - Resilient Underlayment	100sf Roll	\$75.00	30%	\$52.50

PRICING SERVICES By ZONE

* Please refer to "State of Michigan Prosperity Region Map and Zone Classification Provided in Exhibit F

* All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include prevailing wages as per the attached prevailing wage rate schedules for laborers and carpenters.

[illegible]

Exhibit J - Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A "contract award" (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management \(SAM\)](#), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the "Byrd Anti-Lobbying Amendment." Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

[Please Type: name and title of Signee]

Shaw Industries Inc.

Date: _____



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1-REVISED

to

Contract Number 071B7700149

CURRENT CONTRACTOR	Shaw Industries Inc	NEW CONTRACTOR	Shaw Industries Inc
	616 Walnut Ave		616 Walnut Ave
	Dalton, GA 30721-4409		Dalton, GA 30721-4409
	Frederick L. Hooper III		Patrick Coulston
	706-537-2233		616-719-9800
	Rick.hooper@shawinc.com		patrick.coulston@shawinc.com
	*****2582		*****2582

STATE CONTACTS			
Program Manager	Curt Myers	SW	Contract Administrator
	517-284-7938		
	myersc@Michigan.gov		
	Joy Nakfoor	DTMB	
	(517) 284-7042		
	nakfoorj@michigan.gov		

CONTRACT SUMMARY			
CARPET TILES AND RESILIENT FLOORING - STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
June 5, 2017	June 4, 2020	3 - 1 Year	June 4, 2020
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
P-Card	Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		June 4, 2020
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,950,536.75	\$0.00	\$5,950,536.75		

DESCRIPTION

Effective 7/12/2017, the following amendments are hereby incorporated into the contract:

1. Removed program manager list since it is a statewide and MiDEAL contract. Only Curt Myers is listed since he has full product line information and samples (including patterns and colors available)
2. Updated State Program Manager (p.1)
 - a. Curt Myers
myersc@michigan.gov
517-284-7938

3. Changed Contractor Contacts:
 - a. Standard Contract Terms, 2. Notices (p.3):
Patrick Coulston – Account Manager, West Michigan
patrick.coulston@shawinc.com
616-719-9800
 - b. Standard Contract Terms, 3. Contract Administrator (p.4):
Tiara Ellis
tiara.ellis@shawinc.com
706-879-4094
 - c. Standard Contract Terms, 4. Program Manager (p.4):
Patrick Coulston – Account Manager, West Michigan
patrick.coulston@shawinc.com
616-719-9800
4. Exhibit B (p. 25) – Excluded products not to be used by SOM
5. Exhibit E - Pricing
 - a. p. 29) – Excluded products not to be used by SOM
 - b. Pricing Services (p. 32) - Updated Floor Preparation Services & Excessive Floor Preparation Services pricing to reflect pricing per square yard
 - c. Adding all Adhesive option

EXHIBIT B - REVISED



Products for the State of Michigan - Shaw Contract+			
Carpet Tile			
Style: Glitz (59360)	Style: Radiance (59361)	Style: Constellation (59326)	
Approved Colors: -530 -201 -755 -500 -485 -400 -505 -585 -713 -309	Approved Colors: -530 -201 -585 -500 -485 -400 -309 -755* -713 -505*	Approved Colors: -810 -910 -110 -420* -310*	
Walk Off/Entry Carpet			
Carpet Tile		Broadloom	
Style: Path (5T034)	Style: Portal (5T035)	Style: Welcome II	Style: Bon Jour II
Approved Colors: -500* -751* -761* -485* -557* -851* -740* -549* -481	Approved Colors: -500* -751* -761* -485* -557* -851* -740* -549* -481	Approved Colors: -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485	Approved Colors: -751 -761 -400 -850 -549 -557 -500 -150 -481 -750 -485
LVP/LVT			
	- Terrain II - Surface - Brush - Strand - Line - Crete - Plaster - Jeogori		
+Prices listed in Exhibit E *QuickShip (10 business days or less from order) available on these designated items			

**EXHIBIT E - REVISED
PRICING**

Item No.	Flooring type	Style / collection Name	PRICE/sq yd*		
			Year 1	Year 2	Year 3
1	Tile	Glitz Tile	\$ 20.60	\$ 20.60	\$ 20.60
2	Tile	Radiance Tile	\$ 20.60	\$ 20.60	\$ 20.60
3	Tile	Constellation Tile	\$ 17.40	\$ 17.40	\$ 17.40
4	Walk off	Path Tile	\$ 22.99	\$ 22.99	\$ 22.99
5	Walk off	Portal Tile	\$ 22.99	\$ 22.99	\$ 22.99
6	Walk off	Welcome II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
7	Walk off	BonJour II Broadloom	\$ 20.55	\$ 20.55	\$ 20.55
Item No.	Flooring type	Style / collection Name	PRICE/sq ft**		
			Year 1	Year 2	Year 3
8	LVT	Terrain II	\$ 2.50	\$ 2.50	\$ 2.50
9	LVT	Crete	\$ 2.32	\$ 2.32	\$ 2.32
10	LVT	Jeogori	\$ 2.32	\$ 2.32	\$ 2.32
11	LVT	Brush	\$ 2.50	\$ 2.50	\$ 2.50
12	LVT	Line	\$ 2.50	\$ 2.50	\$ 2.50
13	LVT	Plaster	\$ 2.50	\$ 2.50	\$ 2.50
14	LVT	Surface	\$ 2.50	\$ 2.50	\$ 2.50
15	LVT	Strand	\$ 2.50	\$ 2.50	\$ 2.50

*Price per square yard.

**Price per square foot.

PRICING

ITEM		QUANTITY (scenario)	UNIT	DISCOUNT PRICE	EXTENDED PRICE
1	Field Carpet - 1	30,000	Sq Yd	\$17.40	\$522,000.00
2	Field Carpet - 2	10,000	Sq Yd	\$20.60	\$206,036.00
3	Field Carpet - 3	10,000	Sq Yd	\$20.60	\$205,960.00
4	Walk Off Carpet	500	Sq Yd	\$22.99	\$11,493.00
5	Higher PH pressure Sensitive Adhesive	1,000	Gallon	\$75.31	\$75,306.00
6	Sealant /Primer for self-adhesive carpet tile - Shaw LokDots	650	Gallon	\$157.50	\$102,375.00
7	6" Rubber Coving with Toe - Product	50,000	Linear foot	\$1.82	\$91,020.00
8	Carpet Removal	50,000	Sq Yd	\$2.60	\$129,962.50
9	Floor Preparation	50,000	Sq Yd	\$3.69	\$184,500.00
10	Installation Services	50,000	Sq Yd	\$10.52	\$525,750.00
GRAND TOTAL PROJECT COST					\$2,054,402.50

PRICING

RESILIENT FLOORING

Other Hardsurface Products Price								
Style / collection Name	Product Number	Product Type	Unit of Measure	Unit Size	Pieces Per Carton	Sq Ft per Carton	Price	Product Warranty
Terrain	0564V	LVT	Sq Ft	6" x 48"	21	42	2.50	10 year
Crete	0203V	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Jeorgori	0215V	LVT	Sq Ft	18" x 18"	16	34.88	2.32	10 year
Brush	0552V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Line	0554V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Plaster	0553V	LVT	Sq Ft	6" x 48"	21	41.72	2.50	10 year
Surface	0515V	LVT	Sq Ft	18" X 36"	10	45	2.50	11 year
Strand	0516V	LVT	Sq Ft	18" X 36"	10	45	2.50	12 year

ADHESIVES

Adhesive	UOM	List Price (\$)	Discount Off List Price (%)	Discount Price
Shaw 1000 - Multipurpose - Broadloom	4 Gallon Pail	\$47.08	30%	\$32.96
Shaw 4000 - Seam Sealer - Broadloom	1 Quart Container	\$13.04	30%	\$9.13
Shaw 4100 - Resilient Full Spread - Resilient	4 Gallon Pail	\$170.75	30%	\$119.53
Shaw 5000 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5100 - Pressure Sensitive - Carpet Tile	4 Gallon Pail	\$92.27	30%	\$64.59
Shaw 5900 - Higher pH & Moisture Resistant - Carpet Tile	4 Gallon Pail	\$107.58	30%	\$75.31
Shaw 6200 - Adhesive Residue Sealer - Floor Prep	4 Gallon Pail	\$115.05	30%	\$80.54
Shaw 9000 - Floor & Adhesive Sealer (Two Part) - Floor Prep	2.5 Gallon Pail	\$254.02	30%	\$177.81
Shaw 9050 - pH Blocker/Floor Primer - Floor Prep	4 Gallon Pail	\$72.51	30%	\$50.76
Shaw LokDots Adhesive - Carpet Tile	250sy Sleeve	\$225.00	30%	\$157.50
Shaw LokDots Applicator - Carpet Tile	1 Applicator	\$82.50	30%	\$57.75
Shaw S150 - Resilient Spray - Resilient	1 Spray Can	\$40.00	30%	\$28.00
Shaw GroundWorks - Resilient Underlayment	100sf Roll	\$75.00	30%	\$52.50

PRICING SERVICES By ZONE

* Please refer to "State of Michigan Prosperity Region Map and Zone Classification Provided in Exhibit F

* All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include prevailing wages as per the attached prevailing wage rate schedules for laborers and carpenters.

[illegible]



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W Allegan, Lansing, MI 48913

P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700149**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Shaw Industries Inc
	616 Walnut Ave
	Dalton, GA 30721-4409
	Frederick L. Hooper III – Assistant Secretary
	706-537-2233
	Rick.hooper@shawinc.com
	2582

STATE	Program Manager	Various – See List Below	Various
	Contract Administrator	Joy Nakfoor	DTMB
		517-284-7042	
		nakfoorj@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Carpet Tiles and Resilient Flooring - Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
6/5/2017	6/4/2020	3, One Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		3-40 days	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
This contract is the result of RFP 007117B0009735.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$5,950,536.75

Contract Number: 071B7700149

Program Managers
for
Multi-Agency & Statewide Contracts

	AGENCY	NAME	PHONE	EMAIL
1	DTMB	Curt Myers	517-284-7938	myersc@michigan.gov
2	DHHS	Patty Curtis	517-335-6856	curtisp2@michigan.gov
3	MSP	Kathleen Fay	517-284-3150	fayk@michigan.gov
4	MDOT	Keith Belonga	517-243-3908	belongak@michigan.gov
5	DMVA	Kimberly Graham	517-481-7643	grahamk@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jared Ambrosier – Category Director, Commodities
Name and Title

Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is a non-exclusive Contract and is agreed to between the State of Michigan (the "**State**") and Shaw Industries, Inc. ("**Contractor**"), a Georgia corporation. This Contract is effective on May 22, 2017 ("**Effective Date**"), and unless terminated, expires on May 21, 2020.

This Contract may be renewed for up to three (3) additional one (1) year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Joy Nakfoor nakfoorj@michigan.gov 517-284-7042	Frederick L. Hooper III Assistant Secretary Shaw Industries, Inc. 616 E. Walnut Avenue

	Dalton, GA 30721-4409
--	-----------------------

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Joy Nakfoor nakfoorj@michigan.gov 517-284-7042	Frederick L. Hooper III Assistant Secretary Shaw Industries, Inc. 616 E. Walnut Avenue Dalton, GA 30721-4409 800.720.7429

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
See attached program manager list	Patrick Coulston Account Manager – West Michigan 616.719.9800 patrick.coulston@shawinc.com

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$500,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its

	departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Crime (Fidelity) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities

are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Exhibit A. All containers and packaging becomes the State's exclusive property upon acceptance.
18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.
20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
31. **Reserved.**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or

on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. **Reserved.**

34. **Reserved.**

35. **Reserved.**

36. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Prevailing Wage** This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements and agree to pay at the minimum prevailing wages rates for all service work performed for the State of Michigan.
41. **Reserved.**
42. **Nondiscrimination.** Under the Elliott-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.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing

while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Entire Agreement and Order of Precedence.** This Contract, which includes Exhibit A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Exhibit A – Statement of Work; (b) second, Exhibit A – Statement of Work as of the Effective Date; and (c) third, exhibits and schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

**EXHIBIT A
STATEMENT OF WORK
CONTRACT ACTIVITIES**

1. SCOPE

This contract is for carpets, resilient flooring and related services including but not limited to all warranty service, customer services, installation services, and sales services.

The purchases will primarily be carpet tiles, but the State also reserves the right to purchase resilient flooring as needed. Contractor will provide a discount off list price for broadloom carpets and resilient flooring. Specifications for these items will be provided as needed by the project.

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. The State 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 served include State properties, owned or leased if carpet is the State's responsibility. Contractor may offer lessors the State rate for State lease locations, at their discretion. Prevailing wage rates apply to all services performed in State owned or leased facilities.

2. Requirements

2.1. General Requirements

2.1.1. Product Quality / Specifications

All carpet tiles must meet the minimum requirements specified in Exhibit C and be a standard product (running line) currently offered by a manufacturer not a special product manufactured just for the State of Michigan.

2.1.2. Warranties

2.1.2.1. Contractor will provide, at no charge to the State, a written warranty for the Product (carpet includes backing system and attached or separated cushion) and Installation under "normal use" which the State of Michigan defines as 24 hours a day, 7 days a week. Warranty shall cover the list provided in the below table 1.

Contractor shall provide a copy of the written warranty outlining warranty lengths and exclusions.

Any product or installation defects appearing within the warranty period are to be corrected by the Contractor, in a manner acceptable to the State's Project Manager, at no charge to the State.

Table 1:

Surface 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.
Lightfastness, Atmospheric Contaminant and Stain resistance	Guaranteed stain resistance and a 10 year Lightfastness, Atmospheric Contaminant and Crocking (AATCC 165, not less than 4) Warranty.

Backing	Guaranteed no yarn zippering, fuzzing, pilling seams unravelling, backing delamination, and moisture perviousness. Spill containment is critical as well, thus the need for backing systems that will not allow the contaminant to reach the subfloor.
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Contractor's parameters of lifetime warranty covering EcoWorx products are:

- The lifetime warranty begins when the carpeting is purchased.
- The carpet must be installed in accordance with Shaw Contract installation guidelines and specifications.
- The carpet must be maintained in accordance with Shaw Contract maintenance (carpet care) recommendations and such maintenance (carpet care) continues throughout the duration of the original installation.
- The lifetime warranty is limited to the period of time the carpet is owned and maintained by the original end-use purchaser. Shaw certified installer, Seelye Group Ltd., will provide the State with a two-year installation warranty.

2.1.2.2. Contractor agrees to handle repairs that need to be made due to damaged or defective product, communicate how installation problems will be rectified, and the process State agencies should follow to file a claim to report warranty issues, and timeframes. Warranty work must be performed by a manufacturer certified crew.

In the event the State has a concern about the flooring, the State will contact the Contractor's Territory Manager, who will visit the site and file a claim electronically, stating the nature of the problem. Contractor may send a third-party inspector to visit the site. Once the problem has been evaluated, Contractor will provide the State with a resolution:

- If the flooring is defective and it is not installed, Contractor will replace the product.
- If the flooring is defective and already installed, a credit will be applied to the account and replacement material will be provided as quickly as possible and Contractor will pay for the reinstallation.
- If the problem is determined to be an installation problem, the Contractor's installation department will advise the Shaw certified installer to the State, Seelye Group Ltd., on how to correct the problem.
- If the problem is related to maintenance, then Contractor's maintenance department will recommend solutions.

For a valid warranty, the carpet must be installed in accordance with Shaw Contract installation guidelines and specifications. The carpet must be maintained in accordance with Shaw Contract maintenance recommendations and such maintenance must be continued throughout the duration of the original installation.

2.1.2.3. Warranties must apply if product is installed by State employees. If required, Contractor shall provide State staff training, at no cost to the State, to facilitate this.

As long as the product is installed in accordance with Shaw Contract installation guidelines and specifications, the warranty will apply if installation is performed by State employees. Contractor can provide State staff with installation training and certification. Contractor's installation training program is a two-and-a-half day course conducted in Cartersville, GA, and includes two mill tours. Installers are trained in installation methods, adhesives, seam sealers, installation equipment, carpet backings, floor preparation, seaming methods and the Vertical Installation Technology (VIT) system, which eliminates furniture moving. The training is free of charge. The State would pay for transportation and accommodations.

2.1.2.4. Contractor shall have the ability to make the product line and the colors in each product line that the State selects available and/or compatible for minimum of 5 (five) years after expiration of the Contract.

Products will always be available through Contractor's Timeless Program, even if the products are dropped from running line due to Contractor producing own fiber and backing.

2.1.3. Incentives

Contractor's special incentives or services including, but not limited to, return policies, trade-in programs, quantity discounts, etc.

Free Recycling Support

Contractor provides the State free recycling support, Contractor will either assist in the recycling of current products or recycle EcoWorx products at no charge to the State.

Free Stocking

With forecasting and guaranteed order, Contractor will structure a stocking program specifically for the State and hold stock in the warehouse at no cost. This blanket order system allows the State to pull stock when needed and the Contractor to ship it on an as needed basis. The State will be billed for the product when it is ordered and shipped. When inventory is drawn down to a predetermined level, Contractor's team automatically generates another manufacturing order for the State's products.

Customized Microsite

Contractor will create a microsite especially for the State agencies. A controlled-access site will feature available products, warranties, installation guidelines, ordering instructions, technical support, and contact information for the State support team.

2.1.4. Recall/ Defective product and Procedures

The Contractor must email the Contract Administrator and Program Managers within three (3) business days of any manufacturer recalls. The Contractor must provide written notice within eight (8) business days to the address listed in Section 2 Notices in Contract Terms.

2.1.5. Incorrect shipment and Procedures

If an incorrect shipment is made, State will notify the Contractor in writing. The Contractor should remove the incorrect product from State's facility, at no charge to State within 14 days from the date of notice. If the product is not removed, the State will dispose of the product and not liable for any cost.

2.1.6. Returns

If the State cancels an order prior to shipping, there is no restocking or cancellation fee. Contractor waives all other restocking fees for the State.

2.1.7. Quality Assurance Program

All products or materials installed under this contract are subject to the approval of the purchasing entity. Any rejected items, goods, materials or installation resulting from noncompliance, defect or performance failure for any reason whether held or returned, shall be at the Contractor's risk.

2.2. Service Levels**2.2.1. Delivery program**

Contractor will use transportation and distribution network they own and operate to deliver the States products. This includes 800 trucks and 3,000 trailers, which are supported by 28 regional distribution centers located across the country, including a redistribution facility in Detroit, Michigan.

2.2.1.1. Standard Delivery Program

Contractor's procedure for site assessment, recommendations, product delivery and installation for standard delivery program, and standard delivery program for product is as follows:

Contractor's Territory Manager and the Seelye Group Ltd. will recommend products based on the State's needs and aesthetics. The Contractor's team will communicate with the State's Procurement team and end users to determine traffic patterns in State facilities and help the State select products that will meet the specific performance requirements of each area (light traffic, medium traffic, heavy traffic, harsh sunlight, aggressive cleaning) to create a standard program for the State. Contractor's standard delivery program for product only is delivery by Shaw truck; standard delivery lead time is three to five days. The State's Shaw certified installer, Seelye Group Ltd., will assess the State site and install State products.

The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. Delivery location may be requested to any State facility within Michigan. Delivery location will be specified on the purchase order release. Contractor's anticipated lead times from receipt of order for product delivery and installation services for standard orders are as follows.

Shaw's standard manufacturing and shipping lead times for product delivery

Product	Production Lead Times		Shipping Lead Time
	Manufacturing Lead Time	In Stock Lead Time	
Broadloom	4-6 weeks	3 days	3-5 days
Carpet Tile	6-8 weeks	3 days	3-5 days
Carpet Quick Ship Products	10 days		3-5 days
Luxury Vinyl Tile	12-14 weeks	3 days	3-5 days
Sheet Vinyl	12-14 weeks	3 days	3-5 days

Timeframes for installation services will be determined by the State's Shaw certified installer, Seelye Group Ltd., on a project-by-project basis. Contractor will deliver product to the State's Shaw certified installer, Seelye Group Ltd.; to a State warehouses; or to a State job site on a just-in-time basis, according to State needs.

2.2.1.2. Quick Ship Delivery Program

Contractor provides the State procedures for site assessment, recommendations, product delivery and installation for Quick Ship Delivery Program, as well Contractor's quick ship delivery program for product only (within two (2) to three (3) weeks after receipt of order). The receipt of order date is pursuant to Section 2, Notices, of the Standard Contract Terms. Contractor will modify their quick ship delivery program throughout the Contract period in order to accommodate the State's standard product and color requirements, if needed.

Contractor's Territory Manager will recommend quick ship products based on State traffic patterns and aesthetics. Contractor's standard delivery program for quick ship product is delivery by Shaw truck; standard delivery lead time is three to five days.

Contractor's quick ship programs offer the following numbers of styles in the listed time frames and quantities:

- Shaw Contract: 55 carpet tile styles and 48 broadloom styles in numerous colors available for shipment in 2 weeks or less
 - Shaw Contract carpet tile styles are available up to 2,500 square yards and broadloom styles are available up to 1,000 square yards, depending on the style and color.

For short turnaround on products not available for quick ship, Contractor will structure a stocking program for State agencies and stock products for free with forecasting and guaranteed order. The State will be billed following order and shipment.

2.2.1.3. Delivery/ Storage

Contractor will provide maximum flexibility for scheduled delivery of product, when required by the State. Including such issues as closely monitoring the project, communicating on a regular basis, attending construction meetings related to flooring deliver and installation, providing shorter delivery lead times, compressing manufacturing times, and providing for delayed product delivery or storage up to a maximum of 30 calendar days or agreed upon timeframe at no cost to the State.

Contractor will provide just-in-time delivery when needed. In order to shorten lead times, Contractor will stock product for free. With the States forecasting and guaranteed order, Contractor will structure a no fee stocking program that allows access to products at all times. A Shaw certified installer, Seelye Group Ltd., will be responsible for scheduling installation.

2.2.1.4. Delays and/or Late Shipment/Deliveries

The Contractor must immediately provide written notice to applicable Project Manager, and Agency Point of Contact listed on the purchase order, if any situation delays or threatens to delay the timely performance of any order. The notification must 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).

If unapproved late deliveries are made, the State may cancel the order(s) in whole or in part, may refuse shipment, 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.

Orders cancelled after being shipped are subject to freight fees. In addition, Contractor does not compensate customers for late delivery due to Contractor:

- Manufactures all key components and does not rely on third parties for nylon
- Owns transportation and distribution system
- Maintains strict quality and product control
- Has the capacity to allow for production shifts

2.2.2. Installation

2.2.2.1 Assessments, Management, Walk-Throughs

The Contractor, the subcontractor, and the State agrees to coordinate and work together to achieve agreed upon procedures for project specifications, site assessments, project management and installations, and all walk-throughs.

2.2.2.2. Process

As the manufacturer, the Contractor identifies recommended installation processes including what services are / are not included in the rate for installation. The Contractor's standard installation process at a minimum shall adhere to the manufacturing installation guidelines. If necessary, the Contractor will also notify the State of its responsibilities.

Seelye Group Ltd. will install products according to Contractor installation guidelines, the following activities are included in carpet tile installation:

- Site Inspection and verification of drawings (if provided)
- Assessing conditions for temperature, pH and moisture to determine appropriate floor preparation. (Neither removal of existing flooring nor floor preparation is included in price of installation.)
- Estimating
- Unpacking product and properly handling pallets and cardboard
- Inspecting of carpet tile to ensure no manufacturer's defects
- Properly applying adhesive recommended by manufacturer
- Installing the product according to manufacturer's guidelines
- Handling of modular carpet scraps and installation debris
- Vacuuming of carpet tile installed as necessary
- Final inspection by Seelye Group Ltd. Installation Manager
- Coordinating punch-list items (if any)

The State's responsibilities are:

- Contacting Contractor to notify of a project and providing drawings if available
- Discussing scope of pending project and providing color selections
- Attending Construction Progress Meetings and providing input from the State's perspective
- Maintaining required temperature and humidity settings before, during and after carpet tile installation as described in Shaw's (Contractor's) Installation Guidelines
- Communicating inquiries, concerns and/or questions on a timely basis
- Handling of personal items in areas to be carpeted

2.2.2.3. Accelerated Project Program

Contractor will provide an installation program for accelerated projects as exceptions.

Any items needed for turnkey installation of a project not listed previously and not quoted in the attached Exhibit E will be quoted on a project-by-project basis at open market rates.

2.2.3. Removal

Contractor will dispose of flooring according to their specified processes, as instructed by the State.

Any additional fees associated with extensive removal will be quoted on a project-by-project basis at open market rates. This could include the removal of adhesives, sealers and foreign substances by hand scraping, grinding and scarifying or shot blasting when necessary.

2.2.4. Floor Preparation

Basic floor preparation includes sweeping and dust removal, minor scraping of foreign substances and minor patching and leveling of existing substrate.

Seelye Group Ltd. will perform sweeping, scraping and minor patching as part of the removal process prior to installation.

2.2.5. Excessive Floor Preparation

Excessive floor preparation includes skim coating the floor and floor leveling services.

These situations could include but are not limited to:

- Uneven substrates
- Substrates that have been sealed with products that are unsuitable for new carpet tile installation
- Substrates with previously applied adhesives that need to be removed
- In trench header areas, leveling issues will need to be addressed
- In entrance areas and in doorways, leveling issues will need to be addressed
- At all expansion joints, leveling issues will need to be addressed
- There may be leveling issues around perimeter of properties that need to be addressed

2.2.6. Cleaning

2.2.6.1. Recommendations

The Contractor's standard cleaning process at a minimum shall adhere to the manufacturer's installation guidelines.

The subcontractor, Seeley Group Ltd, offers Fresh Tracks commercial cleaning services for a fee.

2.2.7. Premium Services

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.

2.2.8. Maintenance

The State's concerned Program Manager and landlords of the buildings leased by the State should be provided a copy of the appropriate maintenance and warranty information pertaining to the product selected. On-site maintenance must be performed according to the recommended manufacturer maintenance schedule.

2.2.9. Training

Installation Training

Contractor provides installation training for in-house staff or preferred installer. Contractor's installation training program is a two and-a-half-day course in Cartersville, GA, which includes two mill tours. Installers are trained in installation methods, adhesives, seam sealers, installation equipment, carpet backings, floor preparation, seaming methods and the Vertical Installation Technology (VIT) system which eliminates furniture moving. The training is free of charge and the State would pay for transportation and accommodations.

Maintenance Training

Contractor will provide an expert to conduct in-person training with staff on equipment, products, and Shaw's online maintenance and cleaning program.

2.2.10. Reporting

The Contractor shall be able to provide Purchasing Activity Report, Recycled Content Report, Lead Time Report, Product Detail Report and Sales History Report when requested by the State.

The State reserves the right to request additional reports.

2.2.10.1. Purchasing Activity Report

Contractor shall be able to provide purchasing activity reports with separate product, design, installation, equipment costs, etc. 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 on and off Contract.

2.2.10.2. Recycled Content Report

When requested by the State, the vendor must submit a report of recycled content in commodities sold in that calendar year. Reports should be delivered no later than the second Friday of December for the year requested,

2.2.10.3. Lead Time Report

The State may require lead time reports which should provide order specific performance data by product line. Data should be summarized to illustrate On-Time and Complete shipments, average lead times by product line, days to process and enter orders, and how close to requested ship dates the actual shipment takes place.

2.2.10.4. Product Detail Report

The State requires product detail reports which should provide line item description, including product number. Reports are due on a quarterly basis and must be received by the Program Manager no later than thirty (30) days following the end of the calendar quarter.

2.2.10.5. Sales History Report

The State requires a semiannual sales history report which should detail sales by sold-to and ship-to locations. Even if Contractor experiences zero sales during any period, a report is still required. Reports are due on a semiannual basis and must be received by the Program Manager no later than thirty (30) days following the end of the period.

2.2.11. Meetings

The State may request meetings as it deems appropriate including, but not limited to webinars on the contract, products, and processes.

2.2.12. Special Programs

Free Recycling Support

Contractor provides free recycling support either on current products or EcoWorx.products.

No Restocking Fees

All restocking fees are waved for the State.

Volume Discounts

Contractor offers volume discounts of 3,000 square yards and 5,000 plus square yards, negotiated on per job basis.

2.3. Staffing

2.3.1. Contractor Representative

The Contractor appoints one Sales Representative (the "Contractor Representative"), specifically assigned to the State accounts, acts with full authority to serve as a Contract Representative for contract, purchase order, work requests and invoicing.

The Contract Representative must meet with State Contract Administrator or designee upon request, at least annually to review service delivery, evaluate invoicing and customer satisfaction.

The Contractor Representative should respond to customer issues, questions and concerns within 1 business day. The Contractor must notify the Contract Administrator at least 10 calendar days before removing or assigning a new Contractor Representative.

A Territory Manager, Patrick Coulston (616-719-9800, Patrick.coulston@shawinc.com) will be the State's point of contact specifically assigned to the State of Michigan account. For ordering and project information, the States point of contact will be Project Manager Shelli Warren shelli.warren@shawinc.com

2.3.2. Customer Service Toll-Free Number

The Contractor provides the State the toll-free number 1-877-502-7429 to make contact with the Contractor Representative from 8 a.m. to 5:30 p.m. EST.

2.3.3. Technical Support, Repairs and Maintenance

The Contractor's toll-free numbers for technical support, repairs and maintenance for the State to make contact with for calls and service during the hours of 8:00 am to 5:30 pm EST is 1-877-502-7429.

2.3.5. Security

2.3.5.1. Contractor Responsibilities

Contract will ensure security of State facilities by:

- Determining State security requirements and disseminate this information to Contractor's project team during an internal pre-installation meeting.
- Conduct background checks on all installation crew members who will work within State buildings prior to the job beginning
- Submit installers' names, driver license numbers, dates of birth and occupational license numbers to State's Department of Technology, Management and Budgeting security personnel to be placed on the approved contractors list for entry into State's buildings
- Ensure all of Contractor and subcontractor's employees follow the State's check in process with the appointed security teams in each building
- Seelye Group Ltd. installers wear uniform shirts displaying the SGL logo and a photo ID identifying them as an installer, which will be displayed clearly and in plain sight at all times. If a Shaw truck driver is delivering product to State facilities, he or she will sign in under DTMB Security Clearance Form and provide a photo identification to secure a badge from State Security personnel. The truck driver will wear this badges at all times in State facilities to ensure the security. Additional site-specific security measures in place to ensure the security of State building include:
 - Throughout the install process, Seelye Group Ltd. employees will use entryways and loading areas designated by the Program manager and/or Facilities Manager. Doors will not be propped open and left unattended. In the event that a door would need to be propped open, it would be attended and monitored by a crew member
 - When it is necessary and approved for work to be performed in a State building after hours and/or after security staff has left, Seelye Group Ltd. will make sure that all doors are closed and secured per the Building Manager's directions
 - Tools that are not in use are kept secure in tool boxes/tool bags.

2.3.5.2. Drug Testing

As the installer for the Contractor, Subcontractor defines "substance abuse" as the use or abuse of or dependency on illegal drugs, alcohol, or drugs that can be prescribed legally but are used in a manner inconsistent with the prescription. Seeley Group strictly prohibits any use, possession, transfer, purchase or sale of illegal drugs or prescription drugs obtained illegally, or the abuse of legal (Prescription or over the counter drugs) during scheduled work times, while on company property, or while on company paid travel. Seeley Group also will not tolerate any alcohol/drug related driving offences, including but not limited to OUIL, UBAL, DWI, DUID, or open alcohol convictions for any employee that may operate a company vehicle or use their own vehicle for job related deliveries or other similar purposes.

In order to establish and maintain a workplace free of substance abuse, Seeley Group has a substance screening policy for employees who are employed to operate company vehicles ("Designated Employees"). Refusing to take the substance screening test or attempting to tamper with, contaminate, or substitute a sample is grounds for disciplinary action, up to and including termination.

In order to assure compliance with the above policies, Designated Employees for employment may be subject to substance screening under the circumstances described below. "Substance screening" means testing of blood, urine, breath, saliva, hair, or otherwise as deemed reasonably necessary to determine possession, use or impairment. Substance screening will be conducted by qualified laboratories only under the following circumstances:

- All "Designated Employees" to whom a job offer has been made will undergo substance screening before hiring is final. If the applicant tests positive, any offer of employment will be withdrawn.
- Designated Employees:
 - When a supervisor or manager of a Designated Employee has a reasonable suspicion that the employee is intoxicated or under the influence of drugs or alcohol. "Reasonable suspicion" is a belief based on articulable observations sufficient to lead a prudent supervisor to suspect that the employee is under the influence.
 - When an employee is found in possession of suspected illicit drugs or alcohol or when suspected illicit drugs or alcohol are found in an area controlled or used exclusively by the employee.
 - Following an accident that causes personal injury or property damage or incident in which safety precautions were violated or unusually careless acts were performed by one of the employees in a designated sensitive position.
 - Periodic, random drugs testing of employees in the above-defined Designated Employees.

- The employee in a designated sensitive position will be told the reasons for the order to submit to a substance screening.
- Any employee in a designated sensitive position who refuses or fails to submit the specimen within a three-hour period after the order is subject to disciplinary action, up to and including termination.

2.3.5.3. Background Checks

Background checks must be performed on all employees, subcontractors, and subcontractor employees prior to their assignment. The Contractor must submit their background check policies and processes with the bid submittal. Contractor is responsible for all costs associated with processing the background checks. The State, in its sole discretion, may also perform background checks.

The Contract is contingent upon the Contractor's ability to supply workers capable of passing a criminal background check. The Contractor must demonstrate the worker(s) has no convictions or pending felony charges that are substantially related to the contracted activities or services.

The State reserves the right to request additional background checks at the discretion of State agencies or branches of State government as outlined in the Standard Contract Terms.

2.3.5.4. Sub-Contractors

The Contractor shall ensure background checks and drug testing requirements of Sub-Contractors employees are adhered to as if the workers were under the Contractor's employ when engaged in State projects.

2.3.5.5. Identification Badges

All Contractor personnel, including sub-contractor staff, will display State credentials while performing work on State premises.

2.3.5.6. DTMB Office of Infrastructure, Security Program Coordinator (SPC) Responsibilities

The SPC or designee is the sole contact to view background check or drug testing results on behalf of the State. DTMB Security contact person(s).

2.3.5.7. State Employee Responsibilities

State employees are required to report any potential concerns regarding security, theft, requests for reasonable suspicion testing, or substance abuse issues regarding the Contractor's employees to Program Manager.

2.4. Pricing

2.4.1. Price Term

Pricing is firm for the initial three years of the Contract term. The price for the option years is determined as explained in section 2.4.2 Price Changes.

2.4.2. Price Changes

After the initial three year Contract term, adjustments for the 3 additional one year options will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

2.5. Ordering

2.5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a written Purchase Order. All orders are subject to the Standard Contract Terms.

2.5.2. Order Verification

The Contractor must have internal controls, to verify abnormal or excessive orders and to ensure that only authorized individuals place orders.

2.5.3. Minimum Order

There are no minimum order requirements allowed in this solicitation.

2.6. Packaging and Palletizing

Packaging must be optimized to permit the lowest freight rate. Shipments must be palletized whenever possible using manufacturer's standard 4-way shipping pallets.

2.7. Acceptance

2.7.1. Acceptance of Carpet

The State Agency representative, or designee, will review and inspect order shipment documents and approve acceptance of goods upon delivery.

Shipment document should include product details.

2.7.2. Acceptance of Installation and Removal Services

The State Agency representative, or designee, will review and inspect installation and approve acceptance of services upon installation completion.

2.8. Invoice and Payment

2.8.1. Invoice Requirements

All invoices submitted to the State must include:

- a. the contract number
- b. the purchase order number
- c. date
- d. description of product or service provided
- e. project reference
- f. labor hours (separate out installation labor, removal labor, cleaning labor, floor preparation labor etc.
- g. the service location
- h. the services provided and service delivery dates
- i. quantities
- j. unit prices
- k. total price

The State may require alterations to invoice details at any point throughout the contract term.

2.8.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer. Contractor uses the CCD+ format.

2.9. Additional Requirements

2.9.1. Environmental Considerations

2.9.1.1. Recycling

Recycling Efforts

Contractor has three in-house recycling facilities and two carpet-to-energy facilities in Dalton, GA.

Free Recycling

Contractor will collect, transport and recycle any EcoWorx products at the end of useful life for free with a 500 square yard minimum. Contractor also takes back any non-EcoWorx existing products for free and ensure the products are recycled into similar products.

Asbestos

Subcontractor, Seelye Group Ltd., will alert State facility managers of any potential asbestos.

2.9.1.2. LEED Silver Certification

Contractor qualifies for LEED credits (Silver rating or higher), with no additional work or cost, which help the State meet LEED point levels on capital outlay projects through the following:

Material Resource Credit 2 (Commercial Interiors)

Materials Resource Credit 3 (Commercial Interiors) and MR Credit 2 (New Construction)

Materials Resource Credit 4 (CI) and MR Credit 3 (NC)

Materials Resource Credit 5 (CI) and MR Credit 4 (NC)

MR Credit 6 (CI) and MR Credit 5 (NC)

Environmental Quality Credit 2 (CI) and EQ Credit 2 (NC)

MR Credit 6 (CI) and MR Credit 5 (NC)

Environmental Quality Credit 2 (CI) and EQ Credit 2 (NC)

2.9.2. Environmental and Energy Efficient Products

The Contractor provides the State products and services with environmental and energy efficiency through using alternative energy, owning and operating two carpet-to-energy facilities, solar powered manufacturing, and operating a private trucking fleet.

2.9.3. Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, et seq., as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number. The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

2.9.4. Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. All products containing mercury must be labeled as containing mercury.

2.9.5. Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible.

EXHIBIT B



Quick Ship Products - Shaw Contract			
Broadloom		Carpet Tile	
signed - 5A114	edit - 5A067	momentum IV tile - 59502	shine tile - 59328
sealed - 5A115	equal - 5A066	transparent tile - 59563	allure tile - 59327
delivered - 5A116	divide - 5A065	gradient tile - 59534	repartee tile - 59387
fossil - 5A038	gradient - 5A153	wander tile - 5T039	prisma tile - 59463
terra - 5A037	tint - 5A151	embark tile - 5T040	mirror image tile - 59466
momentum IV unitary - 60602	tone - 5A152	catalyst tile - 59579	connect tile - 59342
potential III 28 unitary - 60588	transfer - 5A203	hybrid tile - 59580	undertone tile - 5T157
digital - 50638	modify - 5A204	basic tile - 5T121	tinge tile - 5T156
prime- 5A189	switch - 5A205	primary tile - 5T123	vibrant tile - 5T001
essential - 5A188	outline - 5A187	centric tile - 5T124	visible tile - 5T002
mecca - 5A070	contour - 5A186	surround tile - 5T125	absorbed tile - 5T003
meld - 5A165	scribe - 5A215	direction tile - 5T071	applied tile - 5T004
eclectic - 5A164	stylus - 5A216	shape tile - 5T070	constellation tile - 59326
design series V - 5A032 (30oz) 5A033 (36oz)	field trip - 60665 + field trip ultraloc - 60497	reverse tile - 5T069	charisma tile - 59561
flicker - 5A174	constellation ultraloc - 60550	field tile - 5T079	kinetic tile - 59359
flare - 5A175	movement ultraloc - 50875	scape tile - 5T080	color play tile - 59358
space - 50911	illuminate ultraloc - 5A177	realm tile - 5T078	align tile - 5T006
culture - 50912	amplify ultraloc - 5A176	diffuse tile - 59575	sculpt tile - 5T007
evolution - 50913	hit the books EPBL - 60668	disperse tile - 59576	minimal tile - 59164
associate ultraloc - 60563	mainframe ultraloc - 5A140	byline tile - 59113	vertical edge tile - 59114
scholar II unitary - 60514	accomplish - 60728 (up to 600 yards)	vast tile - 5T009	earth tone tile - 59338
interplay ultraloc - 60589	accomplish EPBL - 60727 (up to 600 yards)	infinite tile - 5T010	entwine tile - 59337
text - 5A123 + text ultraloc - 5A124	prosper - 60730 (up to 600 yards)	tempt tile - 5T019	radiance tile - 59361
blog - 5A125 + blog ultraloc - 5A126	prosper EPBL - 60726 (up to 600 yards)	tangle tile - 5T018	path tile - 5T034
		captivate tile - 59554	portal tile - 5T035
		intrigue tile - 59558	welcome II tile - 5T031
		glimmer tile - 59329	bon jour II tile - 5T032
			entrée tile - 5T033

**EXHIBIT C
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.

MINIMUM REQUIREMENTS

Carpet products offered by the contractor shall meet the following performance specifications.

Characteristic	Requirement
Yarn type	Nylon 6 or 6.6
Dye Method	Solution dyed / Yarn dyed
Primary Backing	Tufted-100% woven or non-woven synthetic
Secondary Backing	Backing must be available in both regular and self-adhesive. Self-adhesive backing must be pressure sensitive, releasable, and environmentally friendly (PVC free). For regular backing, the glue recommended must also be pressure sensitive, releasable, and environmentally friendly.
Installation Method	Monolithic or Quarter Turn
Carpet Useful Life	specified number of years the manufacturer determines that the carpet will maintain the Industry standards for CRI TM101-Assessment of Carpet Surface Appearance Change in Moderate to heavy traffic.

All carpet tiles proposed to the State must meet the minimum requirements specified below

Characteristic	Requirement	Test Number	Testing
Yarn type	Nylon 6 or 6.6	ASTM D2859	
Static Control	≤ 3.5 KV	AATCC TM 134	AATCC 171 HWE 5 times before test - Not to exceed 3.5 kV
Gauge	≥ 1/10"	ASTM D 418	
Stitches per inch	≥ 8 per inch	ASTM D418	
Face Weight	> 20 oz./yrd ²	ASTM D5848	Weight measured per square yard
Pile Density	> 8000	ASTM D6859 or ASTM D7241	Pile density = 36 x pile weight (oz./sq yd.) / pile thickness 9inches)
Delamination Strength	≥ 3 lbs /inch	ASTM D3936	When primary and face yarns separate from the secondary backing
Tuft Bind	≥ 8 lbs	ASTM D1335	The force required to pull a tuft from the carpet backing
Dimensional stability	± 0.027 Machine and cross direction	AACHEN	
Flammability - Radiant Panel	>0.45 watts/cm ² critical radiant flux	ASTM E648	Class 1 - Fire spread rate - Comply with federal/state/local requirements

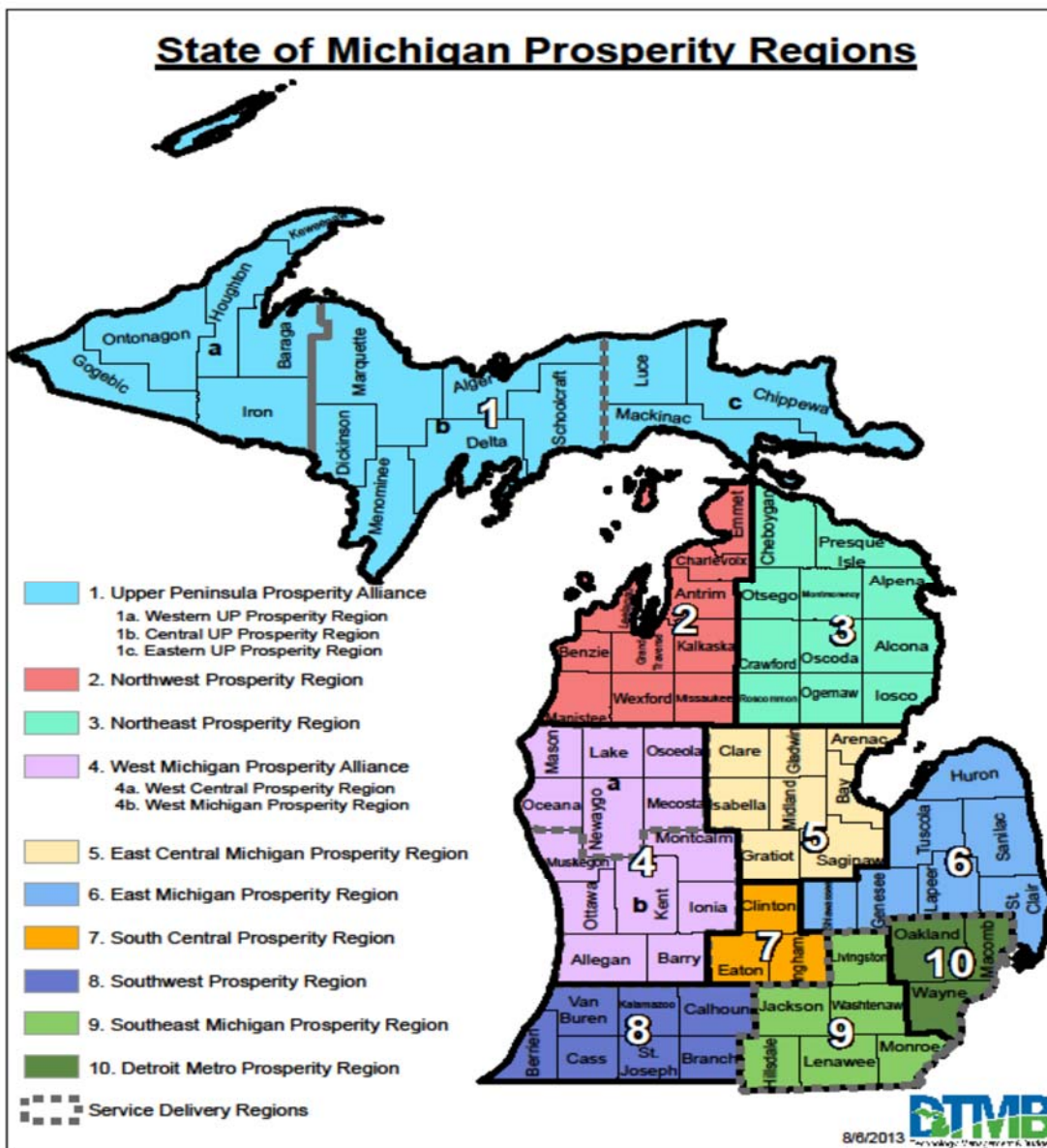
Flammability - Smoke Density	Less than 450 Dm	ASTM E662	Measures density of smoke by carpet in flaming modes
Federal Flammability standard	one out of eight test specimens shall burn a distance of 3" from the point of ignition	ASTM 2859 / CPSC FF1-70	
Colorfastness to Light	≥ 4 on AATCC Gray Scale for Color Change	AATCC TM 16E	International Gray Scale for Color Change/ no less than 3 after 80 AFU's
Colorfastness to atmospheric contaminants	≥ 4	AATCC TM 164 (resistance to fade from oxides of nitrogen) and AATCC TM 129 (resistance to fade from ozone) for 2 cycles	Resistance to fade from ozone using International Gray Scale
Colorfastness to crocking	≥ 4	AATCC TM 165-2004	Use AATCC Chromatic Transference Sale for both wet and dry
Antimicrobial and fungicide	Must pass	AATCC TM 174	Determination of the antimicrobial activity of new carpet materials consists of three procedures: a qualitative antibacterial assessment; a quantitative antibacterial assessment and a quantitative antifungal assessment.
Stain Resistance	≥ 8.0 (10.0 is best)	AATCC TM 175-2008	After 2 AATCC171 HWE use AATCC Red Dye 40 Stain Scale
Soil Resistance	>450 ppm	CRI TM-102	All carpets presented are to have a fluorochemical agent applied during manufacturing in strict accordance with the Fluorochemical manufacturer's published instructions
Modification Ratio	≤ 2.8 for moderate to heavy ≤ 2.2 heavy to severe		The size of the outer circle's circumference of the fiber is compared to the size of the inner circle's circumference.
Coloration/ Patterning	Heathered; 12 colors		
Texture Retention Rating	≥3.5	ASTM D5252 (Hexapod)	Determine the surface appearance change in pile yarn floor covering
Roller Chair Test	No edge ravel or delamination after 25,000 cycles	ASTM D6962 – 12	Used to determine delamination, pile surface, tuft bind and pile yarn raveling
Backing Moisture Barrier	Pass, Attach Test	British Spill Test / 10,000 Impact Test	Backing Moisture Penetration
Recycling	Free		
Third Party Certification	Requirement	Test Number	Testing
CRI Green label plus	Green Label Plus	ANSI - IEC Guide 65	Establishes standards for indoor air quality (IAQ)

MBDC cradle to cradle	Basic, Silver, Gold or Platinum		The materials and manufacturing practices of each product are assessed in five categories: Material Health, Material Reutilization, Renewable Energy Use, Water Stewardship, and Social Responsibility.
NSF/ANSI - ISO 140 Sustainable Assessment for Carpet	Not Certified, Silver, Gold or Platinum	NSF/ANSI 140	Sustainability evaluation and certification of carpet products across their entire life cycle.
ISO 14001	third-party certified to ISO 14001		Environmental Management System
ISO 9000	third-party certified to ISO 9000		Quality Management System
USGBC LEED	Not Certified, Silver, Gold or Platinum		

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.

EXHIBIT D
CARPET TILE
STATE OF MICHIGAN PROSPERITY REGIONS MAP AND ZONE CLASSIFICATION



Zone Classification	
Zone 1	Region 1a, 1b, 1c
Zone 2	Region 2, 3
Zone 3	Region 4a, 5
Zone 4	Region 4b, 7, 8
Zone 5	Region 6
Zone 6	Region 9, 10

**EXHIBIT E
PRICING**

CARPET TILES

Item No.	Flooring type (broadloom, 6ft, 12ft, tile etc.)	Style / collection Name	PRICE/sq yd		
			Year 1	Year 2	Year 3
1	Tile	Constellation Tile	\$ 17.40	\$ 17.40	\$ 17.40
2	Tile	Color Your World Tile	\$ 16.98	\$ 17.74	\$ 18.87
2	Tile	Glitz Tile	\$ 20.60	\$ 20.60	\$ 20.60
3	Tile	Radiance Tile	\$ 20.60	\$ 20.60	\$ 20.60
5	12' Broadloom	Constellation Ultraloc	\$ 13.22	\$ 14.54	\$ 15.86
6	12' Broadloom	Big Splash Ultraloc Pattern	\$ 10.40	\$ 11.43	\$ 12.47
7	12' Broadloom	Gradient	\$ 9.70	\$ 10.66	\$ 11.63
8	12' Broadloom	Meadow	\$ 16.08	\$ 17.69	\$ 19.30
4	12' Broadloom	Interplay	\$ 10.36	\$ 11.40	\$ 12.43

**PRICING
RESILIENT FLOORING**

Vinyl Composite Tile Flooring Price										
Style / collection Name	Product Number	Tile Size	Guage	Backing	Pieces per carton	SF per CTN	Price 10-200 Cartons Delivered	Price 200+ Cartons Delivered (\$)	Discount Off List Price (%)	Product Warranty
Standard Excelon- Imperial Texture	51000-57000 Series	12" x 12"	1/8"	Vinyl Composition	45	45	\$69.93 per CTN	\$66.27 per CTN	23%	5-Year Commercial Resilient Limited Warranty

Sheet Vinyl Flooring Price								
Style / collection Name	Product Number	Roll Size	Guage	Pieces per Sq Yd Roll	Pieces per Sq Yd Cut	Price (\$)	Discount Off List Price (%)	Product Warranty
Biolife	0001V	72 inches x 20 yards	N/A	40 sy/roll	N/A	48.94	50%	10 years
Basstones	0301V	72 inches x 25 yards	N/A	50 sy/roll	N/A	50.00	50%	10 years
Naturelife II	0002V	72 inches x 25 yards	N/A	50 sy/roll	N/A	47.38	50%	10 years

Other Hardsurface Products Price									
Style / collection Name	Product Number	Product Type	Unit of Measure	Unit Size	Pieces Per Carton	Sq Ft per Carton	Price	Discount Off List Price (%)	Product Warranty
Uncommon Ground	0187V	LVT	square feet	4 inches x 36 inches	36	35.65	4.77	50%	10 year
Grain	0502V	LVT	square feet	7 inches x 48 inches	15	34.98	4.00	50%	10 year
Grain InStep	0364V	LVT	square feet	7 inches x 48 inches	10	24.13	6.00	50%	10 year
Terrain	0564V	LVT	square feet	6 inches x 48 inches	21	42	5.00	50%	10 year
Crete	0203V	LVT	square feet	18 inches x 18 inches	16	34.88	4.64	50%	10 year
Solitude	0648V	LVT	square feet	6 inches x 48 inches	10	20	5.00	50%	10 year

PRICING SERVICES

* Please refer to "State of Michigan Prosperity Region Map and Zone Classification Provided in Exhibit D

+All Removal, Floor Preparation, Installation, Disposal and Cleaning charges shall include prevailing wages as per the attached prevailing wage rate schedules for laborers and carpenters.

CARPET INSTALLATION SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only								
Standard	Sq Yd	\$ 4.87	\$ 4.34	\$ 4.70	\$ 4.70	\$ 5.37	\$ 5.81	\$ 4.96
Carpenter Only								
Premium Services (evenings/weekends)	Sq Yd	\$ 6.20	\$ 5.48	\$ 5.85	\$ 5.85	\$ 7.60	\$ 7.37	\$ 6.39
Reinstallation of Used Carpet	Sq Yd	\$ 5.57	\$ 4.96	\$ 5.36	\$ 5.36	\$ 6.15	\$ 6.63	\$ 5.67
Cove Base Installation	Lin Ft	\$ 0.72	\$ 0.64	\$ 0.70	\$ 0.70	\$ 0.80	\$ 0.87	\$ 0.74
CARPET REMOVAL SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Tile								
Standard	Sq Yd	\$ 5.10	\$ 4.60	\$ 4.92	\$ 4.92	\$ 5.57	\$ 5.97	\$ 5.18
Carpenter Tile								
Premium Services (evenings/weekends)	Sq Yd	\$ 6.35	\$ 5.67	\$ 6.02	\$ 6.02	\$ 7.67	\$ 7.45	\$ 6.53
Carpet Broadloom								
Standard	Sq Yd	\$ 5.10	\$ 4.60	\$ 4.92	\$ 4.92	\$ 5.57	\$ 5.97	\$ 5.18
Carpet Broadloom								
Premium Services (evenings/weekends)	Sq Yd	\$ 6.35	\$ 5.67	\$ 6.02	\$ 6.02	\$ 7.67	\$ 7.45	\$ 6.53
Carpet Permanently attached flooring								
Standard	Sq Yd	\$ 6.07	\$ 5.46	\$ 5.86	\$ 5.86	\$ 6.65	\$ 7.13	\$ 6.17
Carpet Permanently attached flooring								
Premium Services (evenings/weekends)	Sq Yd	\$ 7.59	\$ 6.67	\$ 7.18	\$ 7.18	\$ 9.19	\$ 8.92	\$ 7.79
CARPET DISPOSAL SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Tile	Sq Yd	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11
Carpet Broadloom	Sq Yd	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11
Carpet Permanently attached flooring	Sq Yd	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11	\$ 1.11
CARPET CLEANING SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Cleaning								
Premium Services (evenings/weekends)	Sq Yd	\$ 2.50	\$ 2.39	\$ 2.44	\$ 2.44	\$ 2.78	\$ 3.05	\$ 2.60
FLOOR PREPARATION SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only								
Standard	Hour	\$ 87.00	\$ 77.57	\$ 83.77	\$ 83.77	\$ 96.00	\$ 103.59	\$ 88.62
Carpenter Only								
Premium Services (evenings/weekends)	Hour	\$ 110.83	\$ 97.99	\$ 104.47	\$ 104.47	\$ 135.86	\$ 131.57	\$ 114.20
EXCESSIVE FLOOR PREPARATION SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Carpenter Only								
Standard	Hour	\$ 87.00	\$ 77.57	\$ 83.77	\$ 83.77	\$ 96.00	\$ 103.59	\$ 88.62
Carpenter Only								
Premium Services (evenings/weekends)	Hour	\$ 110.83	\$ 97.99	\$ 104.47	\$ 104.47	\$ 135.86	\$ 131.57	\$ 114.20
OTHER SERVICES *+	UOM	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Average Cost
Furniture Lift System	Sq Yd	\$ 5.57	\$ 4.96	\$ 5.36	\$ 5.36	\$ 6.15	\$ 6.63	\$ 5.67
Furniture Removal / Replacement	Hour	\$ 87.00	\$ 77.57	\$ 83.77	\$ 83.77	\$ 96.00	\$ 103.59	\$ 88.62
Transition - Product	Lin Ft	\$ 1.63	\$ 1.63	\$ 1.63	\$ 1.63	\$ 1.63	\$ 1.63	\$ 1.63
Stair Nosing - Product	Lin Ft	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83	\$ 4.83
LVT or VCT Installation	Sq Ft	\$ 1.72	\$ 1.55	\$ 1.67	\$ 1.67	\$ 1.78	\$ 1.89	\$ 1.71
Excessive floor preparation material 50# unit	Unit	\$ 38.85	\$ 38.85	\$ 38.85	\$ 38.85	\$ 38.85	\$ 38.85	\$ 38.85
Floor preparation material 10# unit	Unit	\$ 22.20	\$ 22.20	\$ 22.20	\$ 22.20	\$ 22.20	\$ 22.20	\$ 22.20

ADHESIVE	UOM	LIST PRICE (\$)	Discount off list Price (%)	Discount Price
Multi-Purpose - Shaw 1000 (Broadloom)	4-Gallon Pail	\$ 47.08	30%	\$ 32.96
Higher pH and Moisture Resistant - Shaw 5900 (Carpet Tile)	4-Gallon Pail	\$ 107.58	30%	\$ 75.31
Pressure Sensitive - Shaw 5000 or 5100 (Carpet Tile)	4-Gallon Pail	\$ 92.27	30%	\$ 64.59
Sealant /Primer for self adhesive carpet tile - Shaw LokDots	Sleeve (250 sy per sleeve))	\$ 225.00	30%	\$ 157.50
Seam Sealer #1 - Shaw 4000 Seam Sealer (Broadloom)	1 Quart	\$ 13.04	30%	\$ 9.13
Other - Shaw 4100 (Resilient)	4-Gallon Pail	\$ 58.27	30%	\$ 40.79
Other - Shaw S150 (Resilient)	6 spray cans per carton (130 sf per can)	\$ 40.00	30%	\$ 28.00

BACKING OPTIONS UOM COST	UOM	LIST PRICE (\$)
Modular - Additional Cost for Attached Cushion	Sq Yd	\$ 5.00

COVE BASE	UOM	LIST PRICE (\$)
4" Rubber Coving with Toe - Product	Lin Ft	\$1.20
6" Rubber Coving with Toe - Product	Lin Ft	\$1.82
4" Vinyl with Toe - Product	Lin Ft	\$1.08
6" Vinyl with Toe - Product	Lin Ft	\$1.65
4" Rubber Straight - Product	Lin Ft	\$1.20
6" Rubber Straight - Product	Lin Ft	\$1.82
4" Vinyl Straight - Product	Lin Ft	\$1.08
6" Vinyl Straight - Product	Lin Ft	\$1.65

Sample Job Based on 5,000 yd²

Item	Quantity	Unit	Discount Price	Extended Price
1 Field Carpet	5,000	sy	\$17.40	\$87,000.00
2 Walk off Carpet	500	sy	\$22.99	\$11,495.00
Pressure Sensitive		4 gal		
3 Adhesive	40	pail	\$64.59	\$2,583.60
4 Carpet Removal	5,500	sy	\$5.18	\$28,490.00
5 Floor Preparation	5,500	sy	\$3.69	\$20,295.00
6 Installation Services	5,500	sy	\$4.96	\$27,280.00
Grand Total Project Cost				\$177,143.60

*** Prices per unit of Labor are an average of all zones.

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

The State of Michigan 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 rate schedule provides 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 redetermination 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 an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. 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 State of Michigan. 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.

EXHIBIT G
GENERAL INFORMATION REGARDING FRINGE BENEFITS

Certain fringe benefits may be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$.27
Dental Insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$.18
Vision Insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$.03
Health Insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life Insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$.16
Tuition	\$500.00 annual cost/2080 =	\$.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$.96
Total Hourly Credit		\$3.65

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment Insurance premiums

The following are examples of items that will not be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans

EXHIBIT H
OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

1. Overtime is represented as a nine character code. Each character represents a certain period of time after the first

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
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

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked

between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.

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 *cannot* 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.

XXXHHHHHDY - 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.

EXHIBIT I

**PREVAILING WAGE RATES ARE ATTACHED ON THE SEPARATE DOCUMENT
071B7700149 - Shaw Prevailing Wage Rates - 6-5-2017**