

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-99-31-01
FLOORCOVERING & INSTALLATION SERVICES
UTAH NASPO ValuePoint Master Agreement No. MA2280
Tandus Centiva US LLC. (Contractor)

This Participating Addendum Number 7-17-99-31-01 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Tandus Centiva US LLC. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number MA2280.

1. SCOPE

- A. This Participating Addendum covers the purchase of Floorcovering and Installation Services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number MA2280 is hereby incorporated by reference.
- B. This Participating Addendum is available for use by all State Agencies and will include California political subdivisions/local governments. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end 12/14/2020, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
 - 1) *Non-IT Goods* General Provisions (GSPD401Non-IT Commodities) effective 6/8/2010. The seven (7) page document can be viewed at: <http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>. Exception: Article 11 of the General Provisions, is superseded by Section 4 (Order of Precedence) below.

- 2) **Non-IT Services** General Terms and Conditions (GTC-4-2017), effective 4/4/2017.
The ten page document can be viewed
at: <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.
- 3) **Contractors' License Requirements**
The work described for this scope requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work.

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-17-99-31-01
- B. Utah NASPO ValuePoint Master Agreement Number MA2280
- C. Utah Solicitation TO15003/TO15004 including all Addendums
- D. Contractor's response to the Utah's Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Utah NASPO ValuePoint Master Agreement Number MA2280 are allowed under this Participating Addendum:

Carpet	Hard Surface Flooring
Module Tiles	Sheet Goods
6' Broadloom	Luxury Vinyl Tile
12' Broadloom	Vinyl composition Tile
Installation Service	Rubber Flooring
	Installation Service

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following restrictions apply to purchases under this Participating Addendum:
 - 1) Asbestos clean up and removal

7. PRICING

- A. Contractor shall submit a Price List identifying all products and services offered under this Participating Addendum for the State's approval. The manufacturer or distributor pricing shall remain in effect for at least one (1) year from the date the NASPO VALUEPOINT master agreement goes into effect
- B. The Price List shall include the following:
 - 1) Manufacturer Part Number or Item Number



- 2) List Price
 - 3) Discount off List Price
 - 4) Contract Price
- C. Contractor shall submit a written notice of price increases/decreases 60 days prior to the effective date and provide a revised Price List for the State's approval.
- D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICING SUBCONTRACTORS (AUTHORIZED RESELLERS)

- A. Contractor may use State-approved Servicing Subcontractors under this Participating Addendum for sales and service functions as defined herein.
- B. For the purposes of this Participating Addendum, Servicing Subcontractors are classified as follows:
- 1) "Authorized Resellers"
 - a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
 - b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
 - c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.
- C. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Servicing Subcontractors.
- D. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.
- E. Subject to the approval of the State, Servicing Subcontractors may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Servicing Subcontractors or changes to current Servicing Subcontractors' contact information at any time during the contract term.
- F. Contractor will be required to submit Servicing Subcontractor requests, in a format specified by the State, to the State Contract Administrator for approval.
- G. State-approved Servicing Subcontractors will be posted on the State's Cal eProcure website.



9. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

10. DELIVERY

- A. Unless otherwise noted on a purchase order the Contracted Supplier and /or Authorized Dealer offering floorcovering products must comply with the following delivery requirements.
 - 1. **Drop Ship**-Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB destination.
 - 2. **Inside Delivery**-Products will be delivered by the Authorized Dealer or carrier inside a building location as designated on the purchase order.
 - 3. **Liftgate Service**-Products will be delivered to a receiving address that does not have a loading dock.
 - 4. **Installation/Full Service**-Products will be delivered, unloaded, and installed according to purchase order instructions.
- B. F.O.B. (Free On Board) Destination

11. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.



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- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.

- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: Tandus Centiva US LLC
Name: Teresa Derr
Phone: 706 259-2054
Fax: <fax>
E-Mail: Teresa.derr@tarkert.com

Address:

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: JJ Espinoza
Phone: 916 375-4393
Fax: 916 376-6371
E-Mail: jj.espinoza@dgs.ca.gov

Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating

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Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number MA2280, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

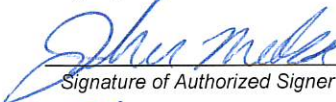
CONTRACTOR

Department of General Services

Tandus Centiva US LLC

Agency Name

Contractor Name


Signature of Authorized Signer

7-7-2017
Date Signed


Signature of Authorized Signer

6/5/2017
Date Signed

Ricardo Martinez, Acting Deputy Director

Leonard F. Ferrro, President

Printed Name and Title of Authorized Signer

Printed Name and Title of Authorized Signer

707 Third Street
West Sacramento, CA 95605

311 Smith Industrial Blvd.
Dalton, GA 30721

Address

Address

