USC PURCHASING AGREEMENT

This USC Purchasing Agreement ("Agreement") is made and entered into as of the 1st day of July, 2011, ("Effective Date") by and between Tangram Interiors ("Supplier"), located at 9200 Sorensen, Santa Fe Springs, CA 90670 and the University of Southern California on behalf of its Purchasing Services Department located at 3500 South Figueroa Street, Suite 210, Los Angeles, CA 90089-8015 ("University"). Supplier agrees to provide carpet and resilient floor products under the following business terms and conditions:

1. **LICENSES / PERMITS / INSURANCE.** Supplier agrees that during the course of this Agreement, it will maintain those industry licenses and permits identified in Attachment A. Additionally, Supplier agrees that during the course of this Agreement, it will maintain those insurances specified in the University’s Purchase Order Terms and Conditions (Attachment E).

2. **PRICES / SERVICES.** Supplier agrees to provide the above goods and service at the prices or discount rates identified in Attachment B. If a fixed price for a good or service is provided, the price shall remain fixed for the first term of this agreement. Price increases for subsequent terms may not exceed increases to the Consumer Price Index (CPI) for the for the two (2) annual renewal periods, unless Supplier can demonstrate that additional increases are warranted and the University agrees to such increases.

3. **CUSTOMER LOCATIONS.** University locations which Supplier agrees to service are set forth in Attachment C. University locations may be revised from time to time upon mutual written agreement.

4. **PREFERRED RELATIONSHIP.** University acknowledges and agrees that in exchange for the favorable pricing and special service offerings being made available to the University by Supplier, University agrees to designate Supplier as a preferred contract supplier for the University. The University does not guarantee Supplier any specific volume under the terms of this non-exclusive Agreement. However, the University will designate Supplier as a preferred contract supplier on Purchasing Services’ web site, and representatives in Purchasing Services will provide promotional opportunities to Supplier that are not available to non-contract suppliers.

5. **ACCOUNT MANAGER AVAILABILITY.** Supplier shall assign an Account Manager who shall be available at all reasonable times during business hours to review all questions or issues which a representative in Purchasing Services or a university customer may have.

6. **TERM AND EXTENSIONS.** This Agreement will be effective for a period of one year (1) (the “Initial Term”) from the date set forth above. The Agreement shall be subject to two (2) one year renewal terms (each a “Renewal Term”), under the same terms and conditions set forth herein.
7. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement without cause and without penalty by giving sixty (60) days written notice to the other party.

8. **TERMINATION FOR BREACH OR DEFAULT.** If either party shall default in the performance of or breach any of its obligations specified in this Agreement, the non-defaulting party shall give written notice to the other party, specifying the nature of the default and, if such default is not remedied or substantial efforts are not made to remedy such default within fifteen (15) days from receipt of such notice, then the non-defaulting party shall have the right, at its option, either to suspend the performance of its obligations under this Agreement until such default is remedied or to terminate this Agreement immediately upon written notice.

In addition, if any party defaults in the performance of or breaches any provision of this Agreement more than twice during any twelve (12) month period (whether the breach is the same or different), and notice of the default has been provided by the non-defaulting party, then the other party shall have the right to terminate this Agreement immediately upon written notice to the other party hereto.

Moreover, the University shall have the right to terminate this Agreement immediately upon written notice to Supplier if Supplier engages in any conduct or practice which in the University’s sole judgment is detrimental to the good name, goodwill or reputation of the University, or any department or school therein. Termination under this provision or any provision of this Agreement shall not relieve or release either party from any rights, liabilities or obligations which it has accrued prior to the date of such termination.

9. **TERMINATION FOR BANKRUPTCY.** Either party may terminate this Agreement immediately by written notice to the other party in the event that the other party makes an assignment for the benefit of creditors; or admits in writing inability to pay debts as they mature; or a proceeding is instituted under any provision of the governing bankruptcy codes and is acquiesced in or is not dismissed within thirty (30) days.

10. **SERVICE OPTIMIZATION ANNUAL REVIEW.** Upon the University’s request, Supplier’s Account Manager shall meet with the University on a quarterly basis in order to review and, if appropriate, make recommendations concerning the ordering, delivery, and execution systems and procedures performed under this Agreement.

11. **NOTICES.** All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

    **If to Supplier:**
    Tangram Interiors
    9200 Sorensen
    Santa Fe Springs, CA 90670
USC STANDARD AGREEMENT
05/2011

Lupe Morfin

If to the University:
The University of Southern California
Purchasing Services
3500 South Figueroa Street, Suite 210
Los Angeles, CA 90089-8015
Attn: Purchasing Services Department

12. PAYMENT TERMS.

Supplier agrees that invoices paid by university checks are disbursed via electronic funds transfer (EFT/ACH). Prior to the commencement of this Agreement, Supplier agrees to provide the University with a fully executed Electronic Deposit Authorization Form (www.usc.edu/dc/efform) if requested.

University agrees to pay invoices within thirty (30) days from the date received by Accounts Payable. Initial here if Supplier wishes to offer the University or approved installer a prompt payment discount on invoices paid in less than 30 days:

Supplier Initials: _______ Discount: ____% _______

Supplier agrees to provide a valid purchase order number on all invoices submitted for payment if submitted directly to the University. All invoices must be mailed to:

USC Accounts Payable
PO Box 77967
Los Angeles, CA 90007

13. PURCHASE ORDER TERMS AND CONDITIONS. Supplier acknowledges that this Agreement is subject to the University’s Purchase Order Terms and Conditions (www.usc.edu/purchasing/documents), except where expressly noted otherwise.

The parties hereto have as of the date set forth above hereunto set their hands and seals:

Tangram Interiors

By: ____________________________
Name: Michelle Anderson
Title: CEO
Date: 08-21-11

THE UNIVERSITY OF SOUTHERN CALIFORNIA

By: ____________________________
Name: Juliana Huehn-Johnson
Title: Director of Purchasing Services
Date: 10-15-11
ATTACHMENT B
Service and Discounted Price Lists

The purpose of agreement is to install carpet and resilient flooring at the University for small flooring projects. The Supplier will purchase carpet directly from the approved list of manufacturers listed below at pricing, terms and conditions negotiated by the University. The Supplier will purchase flooring directly from the manufacturer and the manufacturer will directly invoice the Supplier.

Flooring removal and installation costs must be itemized on each invoice per square yard or linear foot per Supplier’s installation price list in this attachment. The Supplier must list their mark-up amount separately. The manufacturer’s itemized material descriptions and prices must be included on the Supplier’s invoice. It is the responsibility of the Supplier to directly pay the manufacturer. The University is not responsible for the Suppliers unpaid invoices.

Shipping Terms: FOB USC Jobsite
Payment Terms: Net 30
Volume Discounts: On a project bid basis
Price Escalation: Supplier will hold installation pricing for a one year period.

It is the responsibility of the Supplier to inspect the materials upon delivery to ensure all product specification requirements have been met.

The University reserves the right to bid any project at any dollar amount if it feels there will be an advantage to the University. The University also reserves the right to purchase carpet and resilient flooring directly from the manufacturer if required.

Approved Contracted University Carpet Manufacturers:

Bentley Prince Street, Inc.
InterfaceFLOR, Inc.
Shaw Industries dba Shaw Contract Group
Shaw Industries, Patcraft
Tandus US LLC

Additional manufacturers may be added to this list at a future date. There may be instances where products are required from other manufacturers than those listed above. Approval from Capital Construction Development or Purchasing is required.

Carpeting and Resilient Flooring shall be installed in accordance with the following Carpet and Resilient Flooring Specifications. The Supplier shall use Athens Services, the contracted C&D waste disposal firm for the University.
USC Purchasing Services

NON-UNION INSTALLATION

REMOVAL (EXISTING FLOORING COVERING)

1) Direct Glue Down Carpets/SQ YD
2) Carpet over Pad. Padding, & Tackless Strips/SQ YD
3) Double Stick Carpet & Pad. Carpet with Attached Pad/SQ YD
4) Carpet Tile/SQ YD
5) Vinyl Sheet Goods (VSG)/SQ YD
6) Vinyl Composite Tile (VCT)/SQ FT
7) Floor covering from Steps, Risers, or Walls/SQ FT

<table>
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<tr>
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<th>Double-Time</th>
<th>Emergency-Time</th>
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<td>Strips/SQ YD</td>
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<td>3) Double Stick</td>
<td>$3.53</td>
<td>$4.59</td>
<td>$5.64</td>
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<td>Carpet &amp; Pad.</td>
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<td>4) Carpet with</td>
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<td>$2.82</td>
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<td>Attached Pad/SQ YD</td>
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<td>5) Vinyl Sheet</td>
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<td>Goods (VSG)/SQ YD</td>
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<td>$0.94</td>
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<td>Tile (VCT)/SQ FT</td>
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<td>7) Floor covering</td>
<td>$1.75</td>
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<td>from Steps, Risers,</td>
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<tr>
<td>or Walls/SQ FT</td>
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INSTALLATION (LABOR & MATERIALS)

1) Scrape & Prepare Floor with Cementitious based Floor Product up to 1/8 inch/SQ FT
2) Scrape & Prepare Floor with Ardex K-15 or Equal Leveler up to 1/4 inch/SQ FT
3) Scrape & Prepare Floor with Moisture or Vapor Sealant to below three (3) point of moisture over one thousand (1000) sq. ft. in a twenty-four (24) hour period/SQ FT
4) Scrape & Prepare Steps, Risers, or Walls/SQ FT

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<td>K-15 or Equal Leveler</td>
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<td>up to 1/4 inch/SQ FT</td>
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<td>3) Scrape &amp; Prepare</td>
<td>$8.23</td>
<td>$10.70</td>
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<td>or Vapor Sealant to</td>
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<td>hour period/SQ FT</td>
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<tr>
<td>4) Scrape &amp; Prepare</td>
<td>$11.76</td>
<td>$15.29</td>
<td>$19.88</td>
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<tr>
<td>Steps, Risers, or</td>
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<td>Walls/SQ FT</td>
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CARPET

1) Direct Glue Down Installation/SQ YD
2) Carpet & Double Stick 8 oz. Pad Installations/SQ YD (Labor and Materials)
3) Carpet Tile installation/SQ YD
4) Installation on steps, stairs, risers, walls, etc./SQ FT
5) 4' carpet base with stitched edge/LF (Labor and Materials)
6) 4' rubber base/LF (Labor and Materials)
7) 4' wood base/LF (Labor and Materials)
8) Tackless strip/LF (Labor and Materials)
9) Minimum Charge

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<td>Installation/SQ YD</td>
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<td>2) Carpet &amp; Double</td>
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<td>Stick 8 oz. Pad</td>
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<td>Installations/SQ YD</td>
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<td>3) Carpet Tile</td>
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<td>4) Installation on</td>
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<td>steps, stairs,</td>
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<td>risers, walls, etc.</td>
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<td>5) 4' carpet base</td>
<td>$2.94</td>
<td>$3.82</td>
<td>$4.97</td>
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<td>with stitched edge</td>
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<tr>
<td>6) 4' rubber base</td>
<td>$1.70</td>
<td>$2.21</td>
<td>$2.88</td>
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<td>(Labor and Materials)</td>
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<tr>
<td>7) 4' wood base</td>
<td>$2.94</td>
<td>$3.82</td>
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<td>(Labor and Materials)</td>
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<td>8) Tackless strip</td>
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<td>(Labor and Materials)</td>
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<td>9) Minimum Charge</td>
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USC Purchasing Services

UNION INSTALLATION

REMOVAL (EXISTING FLOORING COVERING)

1) Direct Glue Down Carpets/SQ YD
2) Carpet over Pad. Padding. & Tackles Strips/SQ YD
3) Double Stick Carpet & Pad. Carpet with Attached Pad/SQ YD
4) Carpet Tile/SQ YD
5) Vinyl Sheet Goods(VSG)/SQ YD
6) Vinyl Composite Tile (VCT)/SQ FT
7) Floor covering from Steps, Risers, or Walls/SQ FT

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<th>Emergency-Time</th>
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<td>2) Carpet over Pad.</td>
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<td>4) Carpet Tile</td>
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<td>5) Vinyl Sheet</td>
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<td>$ 6.58</td>
<td>$ 8.56</td>
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<td>6) Vinyl Composite</td>
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<td>$ 1.23</td>
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<tr>
<td>7) Floor covering</td>
<td>$ 2.94</td>
<td>$ 4.12</td>
<td>$ 5.35</td>
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INSTALLATION (LABOR & MATERIALS)

1) Scrape & Prepare Floor with Cementitious based Floor Product up to 1/8 Inch/SQ FT
2) Scrape & Prepare floor with Ardox-K-15 or Equal Leveler up to 1/4 inch/SQ FT
3) Scrape & Prepare Floor with Moisture or Vapor Sealant to below three (3) pound of moisture over one thousand (1000) sq. ft. in a twenty-four (24) time period/SQ FT
4) Scrape & Prepare Steps, Risers, or Walls/SQ FT

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<td>2) Scrape &amp; Prepare</td>
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<td>5) Scrape &amp; Prepare</td>
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CARPET

1) Direct Glue Down Installation/SQ YD
2) Carpet & Double Stick 8 oz. Pad Installations/SQ YD (Labor and Materials)
3) Carpet Tile installation/SQ YD
4) Installation on steps, stairs, risers, walls, etc./SQ FT
5) 4" carpet base with stitched edge /LF (Labor and Materials)
6) 4" rubber base /LF (Labor and Materials)
7) 4" wood base with stitched edge /LF (Labor and Materials)
8) Tack up strip/LF (Labor and Materials)
9) Minimum Charge
10) Markup (express as percentage)

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<td>2) Carpet &amp; Double</td>
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<td>3) Carpet Tile</td>
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<td>4) Installation on</td>
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<td>$ 8.56</td>
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<td>5) 4&quot; carpet base</td>
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<td>6) 4&quot; rubber base</td>
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<td>7) 4&quot; wood base</td>
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<tr>
<td>8) Tack up strip</td>
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<td>9) Minimum Charge</td>
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<td>11) Markup (%)</td>
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USC Purchasing Services

NON-UNION INSTALLATION

HARD SURFACE

1) VSG Installation/SQ YD
2) VCT Installation/SQ FT (1 color straight layout)
3) VCT Installation/SQ FT (multi-color, multi-directional, etc.)
4) Luxury Commercial Vinyl/SQ FT
5) Commercial Rubber Flooring/SQ FT
6) Welding/LF
7) Flash Cover/LF

<table>
<thead>
<tr>
<th></th>
<th>Straight-Time</th>
<th>Over-Time</th>
<th>Double-Time</th>
<th>Emergency-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>VSG Installation</td>
<td>$10.58</td>
<td>$13.76</td>
<td>$17.89</td>
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<tr>
<td>VCT Installation</td>
<td>$0.53</td>
<td>$0.68</td>
<td>$0.89</td>
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<tr>
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REMOVE & DISPOSE

1) Carpet & Carpet Tile/SQ YD
2) VSG & VCT/SQ FT

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<th>Over-Time</th>
<th>Double-Time</th>
<th>Emergency-Time</th>
</tr>
</thead>
<tbody>
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<td>$2.97</td>
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<tr>
<td>VSG &amp; VCT</td>
<td>$0.58</td>
<td>$0.76</td>
<td>$0.99</td>
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MISCELLANEOUS

1) Install Rubber Base (4")/LF (Labor and Materials)
2) Install Metal Track & Rubber Insert/LF (Labor and Materials)
3) Misc. Hourly Rate/hr.
4) Minimum Charge
5) Mark-up (express as percentage)

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<tr>
<th></th>
<th>Straight-Time</th>
<th>Over-Time</th>
<th>Double-Time</th>
<th>Emergency-Time</th>
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<tr>
<td>Misc. Hourly Rate</td>
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15%
# USC Purchasing Services

## UNION INSTALLATION

### HARD SURFACE

1) VSG Installation/SQ YD  
2) VCT Installation/SQ FT (1 color straight layout)  
3) VCT Installation/SQ FT (multi-color, multi-directional, etc.)  
4) Luxury Commercial Vinyl/SQ FT  
5) Commercial Rubber Flooring/SQ FT  
6) Welding/LF  
7) Flash Cover/LF

<table>
<thead>
<tr>
<th></th>
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<th>Over-Time</th>
<th>Double-Time</th>
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</table>

### REMOVE & DISPOSE

1) Carpet & Carpet Tile/SQ YD  
2) VSG & VCT/SQ FT

<table>
<thead>
<tr>
<th></th>
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<td>Carpet &amp; Carpet Tile</td>
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<td>$1.64</td>
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### MISCELLANEOUS

1) Install Rubber (4")/LF (Labor and Materials)  
2) Install Metal Track & Rubber Insert/LF (Labor and Materials)  
3) Misc. Hourly Rate/hr.  
4) Minimum Charge  
5) Mark-up (express as percentage)

<table>
<thead>
<tr>
<th></th>
<th>Straight-Time</th>
<th>Over-Time</th>
<th>Double-Time</th>
<th>Emergency-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Install Rubber</td>
<td>$0.76</td>
<td>$1.07</td>
<td>$1.39</td>
<td></td>
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<tr>
<td>Install Metal Track</td>
<td>$2.35</td>
<td>$3.29</td>
<td>$4.28</td>
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</tr>
<tr>
<td>Misc. Hourly Rate</td>
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<tr>
<td>Minimum Charge</td>
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<td>$411.75</td>
<td>$535.29</td>
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</tbody>
</table>

Mark-up (express as percentage)
CARPETING INSTALLATION

- Carpet supplier to provide specified product(s), at agreed to price point(s), to selected installer for USC related work.
- Pricing shall be FOB installer destination (off-loading by installer).
- It shall be the responsibility of the installer to inspect the materials upon delivery to ensure all product specification requirements have been met. Full responsibility for the product shall transfer to the installer at this point, including all storage and handling.
- See USC list of approved carpet suppliers (SEE BID COMMENTS).

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:
   1. Sheet Carpet.
   2. Modular Carpet Tiles.
   3. Adhesive.
   4. Accessories.

1.2 SUBMITTALS

A. Procedure: In accordance with Section 01300

B. Product Data: For the following, including installation recommendations for each type of substrate:
   1. Carpet: For each type indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
   2. Carpet Cushion: For each type indicated. Include manufacturer's written data on physical characteristics and durability.

C. Samples: 18 in. by 27 in. sample. Include each color of carpet, and 12 in. long samples of carpet edge guard stripping.

D. Layout drawings:
   1. At least 30 days before carpet installation is scheduled to begin, provide minimum 1/16 in. layout drawings showing pattern, and pile direction; for carpet tile show pattern; for broadloom, show seam locations.
2. Layout and seam location shall comply with the requirements below; make adjustments and modifications requested by the Client's Representative at no cost to the Client.

E. Data:

1. Copies of manufacturer recommended cleaning and maintenance instructions for carpet.

2. For each type of carpet, adhesive and accessories.

3. Evidence that the carpet, accessories and adhesives to be used comply with Code requirements for combustibility, flammability and toxicity.

F. Manufacturer warranties: Published warranties as specified below.

G. Pre-installation conference:

1. Prior to installation, arrange a pre-installation meeting between the carpet installers and Client Representative.

2. Review delivery, storage and handling procedures.

3. Review ambient conditions and ventilation procedures.

4. Mark chalk lines on the slabs, showing pattern alignment for placement of seams and pattern layout. Spray lacquer on chalk lines, after the locations have been approved by Architect.

5. The permanent lacquered chalk lines will be used as the approved seam locations for carpet.

H. Installer qualifications: Evidence of installer certification.

I. Certificates: With samples, include carpet mill published data, or letter of certification, or certified testing laboratories report indicating that carpet complies with requirements of this Section. Certificate will not be returned unless an error is observed.

1.3 QUALITY ASSURANCE

A. Installer qualifications: FCIB or IFCI certified carpet installers, unless otherwise acceptable to the Architect.

B. Fire-test-response characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

C. Static control:

1. Below level of human sensitivity when tested at 20% relative humidity at 70 deg. F.

2. Carpet shall retain its static control for the useful life of the installation.
1.4 DELIVERY, STORAGE AND HANDLING

A. Procedure: In accordance with CRI 104 Section 5: Storage and Handling.

B. Store carpet indoors at least 72 hours before use, in a protected location.

C. Identification: Deliver carpet with manufacturer registry number attached and intact.

D. General: Environmental conditions prior to and immediately after installations shall meet the following criteria to assure a "relaxed" carpet, preventing glue-down or stretch-in problems.

E. Storage: Carpet shall be stored in flat bins to prevent pile crush. Temporary storage shall be in flat bins with a maximum height not to exceed 3 rolls.

F. Handling: Transport carpet on flat dollies equipped with carpet cradles. Fork lifts shall be equipped with booms. Bending or folding of individual carpet rolls is not recommended. However, if it is absolutely necessary for delivery purposes, under no circumstances should the carpet be left bent or folded for longer than 4 hours.

G. Conditions: Condition carpet and adhesive on site in a heated, dry space at a minimum temperature of 65 deg. F. and a relative humidity between 10% and 65% for at least 48 hours before installation. These 72 conditions shall be maintained night and day during installation and for at least 72 hours after completion.

H. Slab dryness: Do not install carpet over concrete slabs until they have cured, have been tested, and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet manufacturer.

I. Lighting: Illuminate work areas during installation to provide the same or greater level of illumination, as required to properly perform the work, as will occur in the room or space after the building is in operation.

J. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12 "Ventilation".

1.5 WARRANTIES

A. Warranty period: 5 years following Substantial Completion. Refer to Section 01700. Warranty includes, but is not limited to the following.

1. To be impervious to water damage.

2. Retention of original tested static control values.

3. In addition, warrant the following for the life of the carpet:

   a. Carpet shall not experience fading or edge-ravel under normal use for the life of the carpet.

   b. Primary & secondary backing shall not delaminate for the life of the carpet.
c. 20 lb. tuft-bind - wet and dry - shall be warranted for the life of the carpet;

B. Stain resistance: Stain resistant properties shall be permanent and inherent in the fiber. Topically applied stain resistant treatments are not acceptable. Stain resistant properties shall not be removed by commercial cleanings and abrasive wear.

C. Replacement: Provide for promptly repairing or replacing, at no cost to Owner, carpet which exhibits evidence of defective materials or workmanship such as splitting of seams and the following:

1.6 MAINTENANCE

A. Maintenance Manual, for each type of carpet: Submit manual of carpet manufacturer's complete recommendation for the care, cleaning and maintenance of each type of carpeting; prepared after detailed analysis of Owner's intended occupancies and resulting traffic condition.

B. Overrun stock: Furnish production overrun on each carpet from the same dye lots and runs, in amounts necessary to ensure complete installation without extra seams; in the following minimum quantities:

<table>
<thead>
<tr>
<th>Amount installed, square yards:</th>
<th>Overrun required:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 50:</td>
<td>100 %.</td>
</tr>
<tr>
<td>50 to 250:</td>
<td>10 %.</td>
</tr>
<tr>
<td>more than 250:</td>
<td>5 %.</td>
</tr>
</tbody>
</table>

C. Large scraps and unused carpet shipped to job: Deliver to the Owner as directed. Dispose of scraps less than 1 sq. ft. in area, or less than 8 in. wide.

D. Wrapping: Deliver overrun stock in original factory labeled shipping containers. Deliver scraps of unused carpet in suitable containers without wrinkling.

PART 2 CARPET ACCESSORIES

A. Adhesive (solvent-free): Water-resistant, mildew-resistant, non-staining type to suit products and subfloor conditions indicated, that complies with flammability requirement for installed carpet and is recommended or provided by carpet manufacturer.

Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

B Seaming tape and adhesives: As recommended by the carpet manufacturer for the conditions of use, complying with the combustibility, flammability and toxicity limits prescribed by authorities having jurisdiction.

C. Seam and edge sealer: By same manufacturers as the adhesive.
D Floor leveling material: Provide a minimum of one 10 lb. bag of Portland cement-based floor prep material for every 100 sq. yd. of carpet to be installed. Do not use gypsum based materials. Latex-modified, hydraulic-cement-based formula supplied or as recommended by the carpet manufacturer.

E Other miscellaneous materials: As recommended by the carpet manufacturer for the conditions of installation and use.

PART 3 EXECUTION

3.1 INSPECTION/PREPARATION

A. General: The applicable specifications and recommendations of the Carpet and Rug Institute (CRI), Standard for Installation of Textile Floorcovering Materials CRI 104 govern the work of this Section, except as noted.

B. Measure space to be carpeted, as a basis for supplying, cutting and seaming the carpet. Do not scale the drawings or calculate sizes from dimensions shown.

C. Vacuum substrate immediately prior to carpeting and remove deleterious substances which would interfere with the installation or be harmful to this work.

EXAMINATION

Examine substrates, areas and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.

Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:

1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.

2. Subfloor finishes comply with requirements specified in Division 03 Section “Cast-in-Place Concrete” for slabs receiving carpet.

3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits.

Proceed with installation only after unsatisfactory conditions have been corrected.

PREPARATION

Comply with carpet manufacturer’s written recommendations and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.

Comply with CRI 104 carpet and carpet cushion manufacturers’ written installation instruction for the following:
Direct Glue-Down Installation: Comply with CRI 104, Section 9, "Direct Glue-Down Installation."

Double Glue-Down Installation: Comply with CRI 104, Section 10, "Double Glue Down Installation."

Carpet with Attached-Cushion Installation: Comply with CRI 104, Section 11, "Attached-Cushion Installations."

Preapplied Adhesive Installation: Comply with CRI 104, Section 11.4, "Pre-Applied Adhesive Systems (Peel and Stick)."

Hook-and-Loop Installation: Comply with CRI 104, Section 11.5, "Hook and Loop Technology."

Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3mm) wide or wider, and protrusions more than 1/32 inch (0.8mm), unless more stringent requirements are required by manufacturer's written instructions.

Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.

Check floors for moisture content. Be sure that they are sufficiently dry to receive carpet.

1. Conduct calcium chloride moisture test, one for every 1,000 sq. ft. of flooring, to verify that slabs are within limits acceptable to carpet and adhesive manufacturers.

2. Allow sufficient time in the construction schedule to allow slabs to dry sufficiently, force dry slabs, or provide a compatible surface coating so that water vapor emission will be at a level acceptable to the floor covering manufacturer.

3.2 INSTALLATION

A. Install carpet edge guard, where edge of carpet is exposed to traffic, in single length without joints except at changes in direction. Cut for a tight fit against abutting surfaces. Center under doors when applicable.

B. Extend carpet at the following locations:

1. Under open-bottomed and raised bottomed obstructions, and under removable flanges of obstructions.

2. Into closets and alcoves of spaces scheduled to be carpeted, unless another floor finish is indicated for such space.

3. Under movable furniture and equipment.
C. Place seams in the directions indicated on approved shop drawings.

D. Lay carpet with minimum number of seams in accordance with CRI 104 Section 7.2.

E. Cut carpet for seams between the tuft rows to prevent damage to tufts or loops, prevent edge raveling, and preserve uniform tuft row alignment and spacing on both sides and across seams. Cut seam edges straight and square with backing.

F. Tightly join and accurately align seams.

G. Make seams by compression method of forming a butt joint.

H. Lay all carpet in the same direction, unless specifically indicated otherwise.

I. Do not place seams perpendicular to doors or entries, or within 18 in. thereof.

J. Where seams are parallel to doors, center under the door. Do not bridge expansion joints with carpet.

K. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.

L. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

M. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.

N. Install pattern parallel to walls and borders to comply with CRI 104, Section 15, "Patterned Carpet Installations" and with carpet manufacturer's written recommendations.

O. Seams occurring at corridor change of direction shall follow wall line parallel to carpet direction.

P. Maintain direction of pattern, including lay of pile in accordance with CRI 104 Section 7.4. Do not seam weft to warp. When the carpet is patterned match pattern at seams.

Q. Unroll carpet face up and cut lengths required. Leave carpet to relax at room temperature for 48 hours minimum prior to installation.

R. Apply adhesive, and separate release agent, if any, in compliance with CRI 104 Section 8, and the manufacturer's printed instructions, complying with procedure demonstrated to be satisfactory by test sample.

S. Lay carpet with tuft or loop rows in straight lines both ways, free of offsets, waviness, distortion, or misalignment.

T. Butt carpet seams and edges tightly together to eliminate air pockets, and remove looseness and bubbles away from the seams.
U. Remove adhesive from face promptly upon exposure.

V. Do not bridge building expansion joints with carpet.

W. Roll completed installation with a 35 - 75 lb. linoleum roller in both direction to ensure uniform bond everywhere.

3.3 CLEANING/PROTECTING

A. Remove debris from installation, carefully sorting pieces to be saved from scraps to be disposed of.

B. Remove excess adhesive, seam sealer and other surface blemishes using cleaner recommended by the carpet manufacturer.

C. Vacuum carpet with a commercial machine, with rotating agitator or beater in the nozzle. Remove soiled spots.

D. Close areas to traffic during installation. Cover carpet in traffic areas with protective non-staining building paper. Do not use plastic sheathing.

E. Prior to acceptance of the Work, replace damaged and stained carpet with new carpet, at no additional cost to the Owner.

F. Protect installed carpet to comply with CRI 104, Section 16, "Protection of Indoor Installations".

3.4 FIELD QUALITY CONTROL

A. Carpet shall have full adhesion to subfloor without loose edges.

B. Trim carpet neatly at walls and other vertical projections not sooner than 24 hours following installation.

C. Completed installation shall be free of tacks, scraps, ripples, scallops and puckers, with tight joints accurately aligned.

END OF SECTION
1.1 SUMMARY
   A. Section includes:
      1. Reinforced vinyl floor tiles.
      2. Resilient sheet flooring.
      3. Installation materials.
   B. Related work:
      1. Resilient base and stair coverings: Sections 09651 and 09652.

1.2 SUBMITTALS
   A. Procedure: In accordance with Section 01300.
   B. Samples: 24 in. square sample of sheet vinyl. Full size samples of floor tile.
   C. Shop drawings: Show locations of seams in sheet flooring. Seams are subject to Client/Client's Representative (CR) approval and relocation at no cost to the Owner.
   D. Recommendations: Furnish the Client 2 copies of the tile and sheet flooring manufacturers' recommended maintenance products and recommended maintenance methods and procedures.

1.3 QUALITY ASSURANCE
   A. Fire-test-response characteristics:
      1. General: Provide products with the following fire test response characteristics.
      2. Critical radiant flux: 0.45 watts/sq. cm or greater when tested in accordance with ASTM E 648.
      3. Smoke density: Maximum specific optical density of 450 or less when tested in accordance with ASTM E 662.

1.4 HANDLING
   A. Procedure: In accordance with Section 01600.
   B. Deliver materials in good condition to the job site in manufacturer original unopened containers with label information clearly marked thereon.
   C. Store material in a heated space protected from the weather and maintained at a minimum temperature of 65 deg. F and maximum of 100 deg. F.

1.5 JOB CONDITIONS
   A. Maintain the temperature of the space to receive the flooring and the materials to be installed at a minimum of 65 deg. F and maximum of 100 deg. F. for at least 48 hours prior to, during, and 48 hours after installation. When using S-215 or S-230

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RESILIENT FLOORING

adhesive, maintain room temperature at a maximum of 85 deg. F. Maintain a minimum temperature of 55 deg. F. thereafter.

B. Install flooring after the work of all other trades, including painting, has been completed.

C. Illuminate work areas during installation to provide the same or greater level of illumination required to properly perform the work, and as will occur in the room or space after the building is in operation.

1.6 MAINTENANCE

A. One box per 100 boxes or fraction thereof of floor tile.

B. 6 ft. long roll of each type and color of sheet flooring installed on the Project.

PART 2  PRODUCTS

2.1 MATERIALS

A. Floor tiles:

1. Complying with ASTM F 1066, Composition 1, Class 2.

2. 12 in. by 12 in. by 1/8 in. as indicated on the Materials Selection Palette.

B. Sheet vinyl: As indicated on the Materials Selection Palette.

C. Edging and reducer strip: Tapered hard rubber edging strip made specifically for termination of resilient flooring, by Mercer Products Co., Inc., Macklanburg-Duncan, Johnsonite or equal of the color selected by the Client/CR.

D. Primer, adhesive and crack filler: Type recommended by resilient materials manufacturer for the conditions of use.

E. Cove filler strip: Stock No. 70, vinyl extrusion by Mercer Plastics, Inc., or softwood cove strip.

F. Edge cap: Clear anodized aluminum profile or vinyl extrusion similar to Stock No. 71 by Mercer Plastics, Inc.

PART 3  EXECUTION

3.1 INSPECTION/PREPARATION

A. General:

1. Verify conditions and measurements affecting the work of this Section at site.

2. Examine substrates for unevenness which would prevent the proper execution of the work of this Section. Concrete shall be clean, dry, smooth and flat. Remove all ridges and other irregularities.

3. Fill cracks, holes and depressions and grind down bumps that would telegraph through the resilient flooring with latex cement underlayment as recommended by the flooring manufacturer so that a straightedge placed anywhere on the surface touches the floor with no more than a 1/8 in. gap.
4. Remove dirt, paint, varnish, oils, grease, release agents, waxes, scalers, curing and hardening compounds and other foreign matter not compatible with the adhesives employed. Remove residual adhesives as recommended by the flooring manufacturer. Avoid organic solvents.

B. Moisture tests: Test floors for water vapor emission in accordance with ASTM F 710/ Practice for Preparing Concrete Floors and Other Monolithic Floors to receive Resilient Flooring, ASTM F 1303 / Specification for Sheet Vinyl Floor Covering, and ASTM F 1869 Standard Test Method for Moisture Vapor Emissions of Concrete Sub-Floor Using Anhydrous Calcium Chloride.

C. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 ADHESIVES

A. Mix and apply adhesives in compliance with their manufacturer printed instructions. Observe recommended trowel notching, spread rates and open times.

B. Provide safety precautions during mixing and applications as recommended by the adhesives manufacturer.

C. Apply adhesives uniformly over backing surfaces, but only on areas which can be covered by flooring material within the recommended working time of the adhesive.

D. Remove adhesives which have dried or filmed over. Do not soil walls, bases, or other adjacent surfaces with adhesive. Promptly remove spillage from adjacent surfaces without damaging those surfaces.

3.3 FLOOR TILE

A. Match tiles for color and pattern, when applicable, by using tile from cartons in the same sequence as manufactured and packaged.

B. Install tile working from center lines of each room or space and work outward toward the perimeter. Do not install tile that is less than 1/2 the width of a full size tile.

C. Fit tiles neatly and tightly into breaks and recesses, against bases, around pipes and penetrations, under metal thresholds and around permanent fixtures and equipment.

D. Lay tiles in grid pattern with the tile pattern running in the same direction, parallel to room axis in straight lines, except where impractical because of room shape.

E. Roll completed installation using a 60 lb. (minimum) carpet roller to insure complete adhesion to substrate. Take particular care to roll edges and corners thoroughly.

3.4 SHEET FLOORING

A. Lay flooring material with a minimum number of seams, in locations acceptable to the Architect. Avoid cross seams.

B. Install in accordance with its manufacturer instructions; lap and recut seams to a hairline, tight and flush.

C. Roll flooring into adhesive with heavy roller to eliminate air pockets and to thoroughly bond to the substrate.
RESILIENT FLOORING

D. Finish seams flush to the floor and free from voids, recesses and raised areas.

3.5 REDUCER AND EDGING STRIPS

A. Install reducer and edging strips at termination of resilient flooring where flooring is not covered by another material. Glue securely to clean, dry subfloor.

B. Install in one piece between door jambs, and in longest possible length elsewhere with no piece less than 6 ft. long.

C. Butt tightly to resilient flooring, where applicable, and scribe accurately to door frame and other abutting surfaces.

3.6 FINISHING/CLEANING

A. General:

1. Protect flooring against mars, marks, indentations, and other damage immediately after installation and polishing.

2. Use protection methods specified or recommended by flooring manufacturer.

3. Do not move heavy and sharp objects directly over resilient flooring. Place hardboard panels over flooring and under objects being moved.

4. Slide or roll objects over panels without moving panels.

5. Cover traffic lanes with undyed, untreated building paper taped securely in place. Remove at final cleaning.

B. Apply protective polish to floor surfaces that are free from soil, visible adhesive, and surface blemishes.

1. Use commercially available product acceptable to flooring manufacturer. Coordinate selection of floor polish with Client’s maintenance service.

C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish Substantial Completion in each area of Project. Clean according to manufacturer written recommendations.

1. If required to restore polish finish and if recommended by flooring manufacturer, strip protective floor polish applied after completing installation before cleaning.

2. After cleaning, reapply polish to floors to restore floor finish according to flooring manufacturer recommendations. Coordinate with Client’s maintenance program.

D. Remove and replace materials that are damaged or cannot be cleaned as approved by the Client/CR.

END OF SECTION
1.1 SUMMARY

A. Section includes:
   1. Rubber bases.
   2. Adhesive.

B. Related work:
   1. Resilient flooring: Section 09650.

1.2 SUBMITTALS

A. Procedure: In accordance with Section 01300.

B. Samples: 12 in. long samples of each type and color of base.

C. Data: Proof of compliance with specified requirements.

1.3 HANDLING

A. Procedure: In accordance with Section 01600.

B. Storage: Store materials indoors at a temperature above 60 deg. F for at least 24 hours before use.

1.4 JOB CONDITIONS

A. Illuminate work areas during installation to provide the same or greater level of illumination required to properly perform the work, and as will occur in the room or space after the building is in operation.

B. Maintain temperature in spaces to receive resilient bases between 70 deg. and 90 deg. F for not less than 24 hours before and 48 hours after its installation.

C. Maintain minimum temperature of 60 deg. F after bases have been installed, except as specified above.

1.5 MAINTENANCE

A. Furnish 100 ft. of each type and color of base for future maintenance.

PART 2 PRODUCTS

2.1 MATERIALS

A. Rubber bases: As indicated on the Materials Selection Palette.
1. 0.125 in. thick by height indicated on the Drawings, complying with FS SSW-40, Type I, and Class B rating in accordance with ASTM E 84, 150 - 200 smoke density.

2. Top set base where no flooring and resilient flooring occur; straight (carpet) base at all other locations; do not use preformed corners.

3. In rolls minimum 100 ft. long. Do not use short pieces.

B. Adhesive and crack filler: Type and brand recommended by base manufacturer for the conditions of use.

PART 3 EXECUTION

3.1 INSPECTION/PREPARATION

A. Examine walls for excessive moisture content and unevenness which would prevent the proper execution of the work of this Section. Fill cracks and sand down bumps.

B. Remove dirt, oil, grease, or other foreign matter from surfaces to receive bases.

C. Make sure that defective conditions are corrected before proceeding with installation.

3.2 ADHESIVE

A. Mix and apply adhesive in compliance with its manufacturer printed instructions.

B. Provide safety precautions during mixing and application as recommended by the adhesive manufacturer.

C. Apply adhesive uniformly over backing surfaces, but only on areas which can be covered by bases within the recommended working time of the adhesive.

D. Remove adhesive which dries or films over. Do not soil walls, bases, and other adjacent surfaces with adhesive. Promptly remove spillage from adjacent surfaces without damaging those surfaces.

3.3 BASE

A. Match edges at seams or double cut adjoining lengths. Install with hairline, flush butt joints.

1. Locate end of runs not less than 36 in. from a corner, except where impossible due to length of wall.

2. Do not use pieces less than 6 ft. long, except where impossible due to length of wall.

3. Do not use preformed corner pieces.

4. Form inside corners on job from straight pieces of maximum lengths possible by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce snug fit to substrate.

5. Form outside corners on job from straight pieces of maximum lengths possible by shaving back of base at point where bending will occur. Remove a strip
RESILIENT BASES

perpendicular to length of base and only deep enough to produce a snug fit without bends whitening or removal of more than half the thickness of base.

B. Apply adhesive and firmly adhere to wall. Scribe base accurately to abutting materials.

3.4 FINISHING/CLEANING

A. After adhesive has set, clean bases with a neutral cleaner recommended by the base manufacturer.

B. Protect completed installations from damage until final acceptance.

END OF SECTION
SECTION 09652 – RESILIENT STAIR COVERINGS

PART 1  GENERAL

1.1 SUMMARY

A. Section includes:
   1. Resilient stair coverings.
   2. Adhesive.

B. Related work:
   1. Resilient flooring: Section 09650.
   2. Resilient base: Section 09651.

1.2 SUBMITTALS

A. Procedure: In accordance with Section 01300.

B. Samples: 12 in. long samples of each type and color of tread and nosing.

C. Data: Proof of compliance with specified requirements.

1.3 HANDLING

A. Procedure: In accordance with Section 01600.

B. Storage: Store materials indoors at a temperature above 60 deg. F for at least 24 hours before use.

1.4 JOB CONDITIONS

A. Illuminate work areas during installation to provide the same or greater level of illumination required to properly perform the work, and as will occur in the room or space after the building is in operation.

B. Maintain temperature in spaces to receive resilient stair coverings between 70 deg. and 90 deg. F for not less than 24 hours before and 48 hours after its installation.

C. Maintain minimum temperature of 60 deg. F after installation, except as specified above.

1.5 MAINTENANCE

A. Furnish 10 full size tread/nosing of same type and color as those installed for future maintenance.

PART 2  PRODUCTS

2.1 MATERIALS

A. Manufacturer: As indicated on the Materials Selection Palette.
B. Stair tread/nosing: Safety Pattern, Rubber, with matching nosing.
C. Adhesive: Endura 117 Stair Tread Adhesive.

PART 3 EXECUTION

3.1 INSPECTION/PREPARATION

A. Examine treads for excessive moisture content and unevenness which would prevent the proper execution of the work of this Section. Fill cracks and sand down bumps.
B. Remove dirt, oil, grease, or other foreign matter from surfaces to receive treads/nosings.
C. Make sure that other defective conditions are corrected before proceeding with installation.

3.2 ADHESIVE

A. Mix and apply adhesive in compliance with its manufacturer printed instructions.
B. Provide safety precautions during mixing and application as recommended by the adhesive manufacturer.
C. Apply adhesive uniformly over substrate, but only on areas which can be covered by treads within the recommended working time of the adhesive. Tape adjacent surfaces to prevent migration and misapplication of adhesive.
D. Remove adhesive which dries or films over. Do not soil walls, and other adjacent surfaces with adhesive. Promptly remove spillage from adjacent surfaces without damaging those surfaces.

3.3 TREADS/NOSINGS

A. Install in one piece from stringer-to-stringer with hairline butt joints.
B. Scribe accurately to abutting materials.

3.4 FINISHING/CLEANING

A. After adhesive has set, clean treads/nosings with a neutral cleaner recommended by the base manufacturer.
B. Protect completed installations from damage until final acceptance.

END OF SECTION
ATTACHMENT C
University Locations

Please cross off any locations you are unable to service:

- University Park Campus, including all of its satellite facilities
- Health Sciences Campus, including all of its satellite facilities
- Marina Del Rey Campus
- Orange County Campus
- Catalina Island
- Sacramento
ATTACHMENT D
Sustainability Plan

Please attach a copy of your company’s sustainability initiatives here. If your company does not currently have a sustainability plan, please indicate NONE.
ATTACHMENT E
USC Purchase Order Terms and Conditions
1. **GENERAL PROVISIONS INCORPORATED INTO ALL PURCHASE ORDERS**

1.1. **ACCEPTANCE.**

By fulfilling a University of Southern California (USC) Purchase Order (Order), Seller agrees to furnish the items or services covered by this Order and to be bound by and to comply with these **Order Terms and Conditions**, including all particulars. Sellers should not fulfill Orders from the university without either a Purchase Order Number or without a USC corporate card number.

Written acceptance (including, but not limited to, signature on this Order or any related proposal, addendum, or agreement) or shipment of all or any portion of the items or the performance of all or any portion of the items or services covered by this Order shall constitute unqualified acceptance of the **Order Terms and Conditions**.

No other terms or conditions shall be binding upon the parties, unless such terms and conditions have expressly been agreed to in a separate written agreement or addendum that has been signed by both parties.

These **Order Terms and Conditions** shall prevail should any contradiction arise between any terms and conditions provided by the Seller. The terms and conditions of any proposal referred to in this Order are included and made part of the Order only to the extent of specifying the nature of the items or services ordered, the price thereof and delivery date, and then only to the extent that such terms are consistent with these **Order Terms and Conditions**.

1.2. **PAYMENTS AND INVOICES.**

Upon receipt of an invoice that references a USC or University Hospital Purchase Order Number, payment by USC to the Seller will be in the form of a University of Southern California check, electronic funds transfer, foreign draft, wire transfer or corporate card number, depending on which form of payment has been requested by the Seller. If a corporate card number is being used as payment, Seller agrees that no service charges will be applied to the Order.

Seller shall be responsible for invoicing USC for services rendered or goods received. Invoices without a Purchase Order Number will not be accepted.

Payment shall be made by USC within thirty (30) days after USC's receipt of each invoice which certifies the occurrence of each event and USC's acceptance of the goods received and/or services rendered.

USC Accounts Payable will only pay Orders from an itemized invoice. An Invoice is a supplier-generated document that should include all of the following:

- Bill to USC
- Ship To USC
- Purchase Order Number
- Itemized Order Details
- Supplier Name
- Date of Invoice
- Mailing Address of Supplier
Division of Financial and Business Services  
Purchasing Services  
Purchase Order Terms and Conditions

USC is not responsible for paying invoices that are dated more than 60 days after services were rendered or goods were received. Sellers are responsible for issuing invoices to USC in a timely manner to ensure payment.

To ensure prompt payment, invoices associated with USC Purchase Order should be mailed by the Seller directly to USC Accounts Payable.

USC Accounts Payable  
P.O. Box 77967  
Los Angeles, CA 90007

To ensure prompt payment, facilities and construction invoices (Purchase Order Numbers that begin with the letter "F") should be mailed by the Seller directly to USC Facilities Purchasing.

USC Facilities Payment Processing  
3434 South Grand Avenue, Suite 140  
Los Angeles, CA 90007-3161

To ensure prompt payment, hospital invoices (Purchase Order Numbers that begin with "0363" or "0314") should be mailed by the Seller directly to USC University or Norris Cancer Hospital Accounts Payable.

University Hospital Accounts Payable  
P.O. Box 3322  
Los Angeles, CA 90033

1.3. SALES TAX

USC is NOT sales tax exempt. Sellers are required to charge the university sales tax on taxable items, and must identify sales tax on all invoices. Most items are delivered to Los Angeles and are subject to the current Los Angeles city sales tax. However, USC operates locations throughout California and in other States. Sellers should reference the delivery address and apply the sales tax amount for the applicable city.

1.4. SHIPPING INSTRUCTIONS.

Shipments, if applicable, must be made as specified on the face of the Order unless subsequently modified in writing by USC.

Seller shall load and secure the shipment, if applicable, of the materials to comply with all trade rules and regulations and to ensure sufficient protection to prevent damage to such materials.

1.5. DELIVERY.

All goods and/or services are to be provided in a timely manner, and to the reasonable satisfaction of USC. In the event of a delay in delivery, such delay must be communicated to USC, who shall have the option of cancelling all or part of the subject Order without liability.

University of Southern California, Business Services, Purchasing Services UGB 210 Los Angeles, CA 90089-8015.  
Tel: (213) 740-9794; Fax: (213) 740-9797  
www.usc.edu/purchasing

Forms PO Terms and Conditions (Rev. 11-2009)
1.6. RISK OF LOSS.

Seller assumes the risk of, and shall be responsible for, any loss or damage to the materials, and all portions thereof, until the materials have been accepted by USC.

1.7. WARRANTIES.

In addition to any express warranties Seller may make, Seller warrants the articles delivered hereunder to be free from defects in labor, material and manufacture, and to be in compliance with any drawings of specifications incorporated or referenced herein and with any samples furnished by the Seller. All warranties shall run to USC, its successors, transferee or subcontractor.

1.8. WARRANTY AGAINST ACCESS TO DATA, SYSTEMS, OR USE OF HARMFUL CODE

Seller represents and warrants that the products and services provided to USC shall not run any process, audit, or the like, that collects, retrieves, extracts or otherwise provides access to USC’s data, system information, or the like, by Seller, without USC’s prior written consent.

Seller further represents and warrants that the products and services provided to USC shall contain no computer instructions, circuitry or other technological means whose purpose or effect is to disrupt, damage, extract information from or interfere with USC’s computers, communications facilities or equipment and their use (“Harmful Code”), and Seller will prevent the introduction of such Harmful Code to its products and services prior to delivery to USC.

"Harmful Code" shall include, without limitation, any code containing viruses, Trojan horses, worms or like destructive code or code that self-replicates.

1.9. DISCOUNT DATE.

The date for calculation of any applicable fast-pay discount offered by the Seller and provided for on the face of this Order is (i) the date material is received, (ii) the date material is scheduled to be received under the Order, or (iii) the date an acceptable invoice is received, whichever is later. Where such date falls within the first 15 days of any month, discount will be taken when payment is made by the 25th of said month. Where such date falls after, discount will be taken when payment is made by the 10th of the following month.

1.10. INSPECTION.

All work performed and all deliverable items are subject to inspection and acceptance at destination notwithstanding any payments or inspection at source. Final inspection and acceptance shall be conclusive except as to latent defects, fraud, such as gross mistakes as amount to fraud, and the Seller’s warranty obligations. Supplies to be furnished hereunder shall be subject to inspection by USC and/or government inspectors upon the premises of the Seller.

1.11. ASSIGNMENT.

This Order is assignable by USC. This Order is not assignable by Seller without prior written approval from USC. In case such consent is given, it shall not relieve Seller from any of the obligations of this Order and any transferee or subcontractor shall be considered the
1.12. CHANGES.

USC may make changes within the general scope of this Order by giving written notice to Seller. If such changes affect the cost of or the period of performance of this Order, an equitable adjustment shall be made with Seller's written claim for adjustment within thirty (30) days of the receipt of notification of such change. No change by Seller shall be recognized without written approval of USC.

1.13. LABOR DISPUTES.

Seller shall give prompt notice to USC of any actual or potential labor dispute which delays or may delay timely performance of this Order.

1.14. TERMINATION AND DELAYS.

USC may by written notice stating the extent and effective date terminate this Order for convenience at any time and without penalty to USC. USC shall pay Seller as full compensation for performance until the termination for convenience: (i) the unit or pro rata Order price for the delivered and accepted portion; and (ii) a reasonable amount, not otherwise recoverable from other sources by Seller with respect to the undelivered or unaccepted portion of this Order, provided compensation hereunder shall in no event exceed the total Order price.

USC may by written notice terminate this Order for Seller's default, at any time and without penalty to USC, if Seller refuses or fails to comply with the provisions of this Order, or fails to make deliveries within the time specified or any written extension thereof. If after notice of termination for default, USC determines that failure to perform this Order is due to causes beyond the control and without the fault or negligence of the Seller, or if such delay is due to failure of USC, not caused or contributed to by Seller, USC may extend the time for completion of this Order, or termination shall be deemed for the convenience of USC.

The rights and remedies of USC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

1.15. LIABILITY FOR USC FURNISHED PROPERTY.

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

1.16. AFFIRMATIVE ACTION.

During the performance of this Order, the Seller agrees to adhere to the principals set forth in Executive Orders 11246 and 11375. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Seller will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
1.17. INDEMNIFICATION FOR INFRINGEMENT OF PROPRIETARY RIGHTS.

If any action or proceeding brought against USC is based on a claim of patent, copyright, trademark, trade secret or other proprietary right infringement arising out of USC’s purchase or use of the materials and, if USC promptly notifies Seller in writing of any such action or proceeding, Seller shall, at its own expense, do the following to assure continuation of USC’s use of the material:

A. Defend such action or proceeding and indemnify and hold harmless USC, its officers, agents, employees, and assigns, from and against any and all liability, and pay all damages and costs, losses, claims, demands, attorney’s fees and expenses arising out of such action or proceeding.

B. Procure for USC the right to continue to use the materials, or any part thereof, affected by such action or proceeding; or replace or modify, as approved by USC, the materials, or any portion thereof, such that the infringement is removed. The warranty provisions set forth in this Order shall apply to such replaced or modified materials.

1.18. INDEMNIFICATION.

Seller agrees to forever indemnify, defend and save harmless USC from and against, and to waive any and all claims against USC for any and all claims, suits and demands of liability, loss or damage whatsoever, including attorneys' fees, whether direct or consequential, on account of any loss, injury, death or damage to any person or persons or property (including without limitation all agents and employees of Seller and USC and all property owned by, leased to or used by either Seller or USC or both) or on account of any loss or damages to business or reputations or privacy of any persons, arising in whole or in part in any way from Seller’s performance hereunder or in any way connected therewith or in any way related thereto. Excluded from the above indemnity and waiver provisions are any such claims, suits and demands of liability, loss or damage resulting solely from USC’s gross recklessness, active negligence or willful intent to injure. ‘USC’ shall be deemed to include University of Southern California and its Trustees, Directors, officers, employees, faculty, students, agents, affiliated organizations and their insurance carriers, if any.

1.19. INSURANCE.

Unless more specific insurance provisions are stipulated in an agreement, such as, but not limited to, agreements for construction, maintenance, facilities, transportation, and architects, a seller performing work at or for the university will be required to maintain the charted insurance coverage at the seller’s own expense. It is the seller’s responsibility to ensure that the required insurances remain in effect for the entire duration of the awarded contract or order. If requested by the university, it will be the seller’s full responsibility to provide the university with evidence of the required insurances.
### Insurance Type

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Corresponding Insurance Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Workers’ compensation insurance with statutory limits if required to do so by California State law. If the Seller is self-insured for Workers’ Compensation, the Seller will maintain a certified copy of the &quot;Certificate of Consent to Self-Insure&quot; issued by the State of California, 1.7.2 Department of Industrial Relations.</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>Comprehensive General Liability coverage for death, bodily injury, and property damage, including products liability, with limits of no less than $1,000,000 per occurrence.</td>
</tr>
<tr>
<td>Automobile Liability Insurance</td>
<td>Automobile Liability coverage of $1,000,000 each occurrence, if the seller drives on campus property using a company car.</td>
</tr>
<tr>
<td>Additional Insured</td>
<td>Comprehensive General Liability and Automobile Liability Certificates must name the University of Southern California as an additional insured. Such insurance shall waive any right of subrogation against USC and shall specifically cover Seller's obligations to defend, indemnify and hold USC harmless as provided herein.</td>
</tr>
</tbody>
</table>

1.20. **WAIVER.**

The failure of USC to enforce at any time any of the provisions of these Order Terms and Conditions, or to exercise any option herein provided, or to require at any time performance by the Seller of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Order or any part thereof, or the right of USC thereafter to enforce each and every such provision.

1.21. **COMPLIANCE WITH ALL LAWS AND REGULATIONS; PERMITS.**

A. The goods and/or services provided pursuant to this Order shall comply with all applicable safety and federal and state regulations in effect at the time of delivery. In addition, the goods / and/or services provided pursuant to this Order shall have been performed in compliance with the Fair Labor Standards Act, as amended, and regulations and Orders of the U.S. Department of Labor issued there under. By accepting this Order, Seller agrees that it complies with the Act.

B. In performing any services at USC's facility, Seller shall comply with all applicable laws, ordinances, rules and regulations including federal, state and municipal authorities and departments, including but not limited to the Occupational Safety and Health Act ("OSHA") and any laws, ordinances, rules and regulations concerning the provision or serving of food and beverages, including alcohol (if applicable), and shall secure and obtain any and all permits, licenses and consents as may be necessary in connection therewith. Seller shall furnish to USC copies of said licenses and permits prior to the commencement of the services.
C. During its provision of services, Seller shall comply with all of USC’s safety procedures. Seller shall at all times keep USC’s premises free from accumulations of waste material or rubbish. Upon completion of the services, Seller shall leave the site in a condition satisfactory to USC.

D. Seller shall be responsible for all damages to persons or property that occur during its performance of this Order or arising out of its acts or omissions. Seller shall take proper safety precautions to protect the work, employees of the Seller and USC, the public and the property of others.

1.22. INDEPENDENT SELLERS.

In all matters relating to this Order, the Parties herein shall be acting as Independent Sellers. Neither the Seller, nor any of the persons furnishing materials or performing work or services which are required by this Order, are employees of USC within the meaning of or the application of any Federal or State Unemployment Insurance Laws, or Social Security Laws or any Worker's Compensation, Industrial Accident Laws, or other Industrial or Labor Laws.

1.23. PATENT INDEMNITY.

Seller shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sale of these goods constitute infringement of any copyright, trademark or patent, the Seller shall indemnify USC and hold USC harmless from any cost, expenses, including legal defense, damage or loss incurred in any manner by USC on account of any such alleged infringement.

1.24. PRIVACY AND SECURITY AGREEMENT (HIPAA)

To be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Seller agrees to submit to the University a signed Privacy and Security Agreement if the Seller uses or discloses individually identifiable health information. The Privacy and Security Agreement can be downloaded with submittal instructions from: www.usc.edu/purchasing/forms.

1.25. STARK II FORM

To ensure that Seller complies with federal laws that disallow specific types of financial arrangements to exist between physicians and entities that provide certain health care services, Sellers providing goods and/or services to a USC healthcare unit are required to complete a Stark II Form. The Stark II Form is incorporated into the Supplier Application (for new Sellers) or downloadable from Purchasing Services website: www.usc.edu/purchasing/forms.
1.26. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

CONFIDENTIAL INFORMATION: While fulfilling this Order, Seller may have access to USC's internal records, systems and methods of operating its business, trade secrets, customer lists, price lists, contract information and other confidential or proprietary information. Seller agrees that all such information is the exclusive property of USC, irrespective of whether such information was created or prepared by the Seller or others. Seller further agrees that Seller will not, at any time, in any manner, directly or indirectly, disclose such information to any person or entity, or use such information other than in furtherance of the purposes of USC. Upon termination of this Order, Seller will deliver to USC all property of USC, including any written memorial of, or documents relating to, the information described above, in whatever manner maintained or stored. The Parties agree that this Paragraph shall survive the termination of this Order.

INTELLECTUAL PROPERTY: Seller expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not, made or developed by Seller alone or in conjunction with any other person or entity while acting under this Order ("Intellectual Property"); shall be the sole and exclusive property of USC and USC may use and reuse Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe; in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of the U.S. Copyright Law, the foregoing shall be deemed "works for hire" and USC shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in USC's name. In the event that any Intellectual Property does not constitute "works for hire," Seller hereby assigns all rights thereto exclusively to USC for any and all purposes of USC. At all times during its Term and after the termination of the Agreement, Seller shall assist USC in obtaining and maintaining, for USC's benefit, copyrights and other relevant legal protections in such materials and Seller shall execute and cause its sub-sellers to execute such further instruments as USC may reasonably require as evidence of ownership of such rights. Seller agrees that he/she will not use or disclose any Intellectual Property owned by USC without the express written permission of USC.

1.27. CALIFORNIA NONRESIDENT TAX WITHHOLDING.

Payments made to Seller for services that do not have a permanent place of business in the state of California or that are not qualified through the Office of the Secretary of the State to do business in California are subject to seven percent (7%) state income tax withholding (California Revenue and Taxation Code Section 18952).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California.
Division of Financial and Business Services
Purchasing Services
Purchase Order Terms and Conditions

No withholding is required on payments for goods. California non-residents that are exempt must complete California Withholding Exemption Certificate, Form 590 (www.usc.edu/disbursement) in order to exempt California non-residents from this seven percent income tax withholding. This certificate needs to be submitted with the first invoice to USC.

The California Franchise Tax Board may reduce the withholding if the seven percent will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information or to request a waiver or reduced withholding rate, contact:

<table>
<thead>
<tr>
<th>Non Resident Withholding Section MS F F-285 California Franchise Tax Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. Box 851</td>
</tr>
<tr>
<td>Sacramento, CA 95812-0851</td>
</tr>
</tbody>
</table>

1.28. OTHER APPLICABLE LAWS.

Any provision required to be included in a contract or subcontract of this type by any applicable and valid federal, state or local statute, act, Executive Order, law, ordinance, rule or regulation shall be deemed to be incorporated herein, including Occupational Health and Safety Act and Equal Employment Opportunity (41 CFR Part 60).

1.29. GOVERNING LAW AND DISPUTE RESOLUTION.

The laws of the State of California shall govern this Order, in all of its aspects, including execution, performance, interpretation and enforcement.

All disputes arising under or in connection with this Order shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") or successor organization for binding arbitration in Los Angeles County by a single arbitrator who shall be a former California Superior Court judge. The arbitrator shall be selected by JAMS in an impartial manner determined by it. Except as may be otherwise provided herein, the arbitration shall be conducted under the California Arbitration Act, Code of Civil Procedure 1280 et seq. The Parties shall have the discovery rights provided in Code of Civil Procedure 1283.05 and 1283.1. The arbitration hearing will be commenced within 180 days of the filing of this application with JAMS by any Party hereto, and a decision shall be rendered by the arbitrator within (30) days of the conclusion of the hearing. The arbitrator shall have complete authority to render any and all relief, legal and equitable, appropriate under California law and this Order. The arbitrator shall award costs of the proceeding, including reasonable attorney’s fees, to the Party determined to have substantially prevailed.

1.30. FORCE MAJEURE.

Neither the Seller nor the University shall be liable for any failure to perform its obligations under this Order if prevented from doing so by a cause or causes beyond either party’s control. Without limiting the generality of the foregoing, such causes include Acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, war or war operations, restraints of governments of other cause or causes which would not with reasonable diligence be controlled or prevented by the party.
1.31. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL USC BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS OR OTHER INDIRECT ECONOMIC DAMAGES, WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHER LEGAL THEORY, AS A RESULT OF A BREACH OF ANY WARRANTY OR ANY OTHER TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

2. PROVISIONS INCORPORATED INTO ALL GRANT AND COOPERATIVE PURCHASE ORDERS

2.1. ACCEPTANCE.

If this Order is a purchase under a U.S. Government Grant and Cooperative Agreement, the applicable clauses listed below are incorporated into and form a part of these Order Terms and Conditions. In the event of any conflict between this Section 2 and any other provisions of this Order, this Section 2 will prevail.

2.2. DEBARMENT AND SUSPENSION.

Seller shall fully comply with the requirements stipulated in subpart C of 45 CFR 620, entitled "Responsibilities of Participants Regarding Transactions." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 45 CFR 620, entitled "Covered transactions," includes a term or condition requiring compliance with Subpart C. The recipient also is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction. The recipient acknowledges that failing to disclose the information required under 45 CFR 620.335 may result in the termination of the Order, or pursuit of other available remedies, including suspension and debarment. Recipients may access the Excluded Parties List System at http://epis.earnet.gov

2.3. AUDIT.

All negotiated contracts (except those for less than the small purchase threshold) awarded to Seller shall include a provision to the effect that USC, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Seller which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transactions.
2.4. PROVISIONS.

The following Provisions articulated in the Federal Government’s OMB Circular A-110 apply to Grant and Cooperative Orders. By accepting this Order, Seller agrees to comply with these provisions.

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<tr>
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<tbody>
<tr>
<td>2. David-Bacon Act, as Amended</td>
<td>4. Contract Work Hours and Safety Standards Act</td>
</tr>
<tr>
<td>3. Rights to inventions Made under a Contract or Agreement</td>
<td>8. Clean Air Act and the Federal Water Pollution Control Act, as Amended</td>
</tr>
</tbody>
</table>

3. PROVISIONS INCORPORATED INTO ALL GOVERNMENT SUBCONTRACT PURCHASE ORDERS

3.1. ACCEPTANCE.

If this Order is a purchase or subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into and form a part of these Order Terms and Conditions. In the event of any conflict between this Section 3 and any other provisions of this Order, this Section 3 will prevail.

The term 'FAR' means the Federal Acquisition Regulations, including revisions in effect on the date of this Order. The terms 'Contractor', 'Government', and 'Contracting Officer' as used in the clauses incorporated by this reference, shall be deemed to refer to the 'Seller', 'Buyer', and 'University of Southern California' (USC), respectively. Any reference to a 'Disputes' clause in any of the clauses listed below shall be deemed to refer to the 'Disputes' clause contained in the Prime Award. In no event shall any such reference to a 'Disputes' clause be construed to allow the Seller, without the concurrence or approval of USC, to prosecute an appeal either directly or in the name of USC, to the Contracting Officer for such Prime Award.

3.2. PROVISIONS.

The Provisions articulated in the Federal Acquisition Regulations apply to Government Subcontract Orders. By accepting this Order, Seller agrees to comply with these provisions.

Following Clauses apply regardless of dollar amount of this Order:

<table>
<thead>
<tr>
<th>Prohibition of Segregated Facilities</th>
<th>Preference for U.S. — Flag Air Carriers</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR 222-21</td>
<td>FAR 52.247-83</td>
</tr>
<tr>
<td>Restrictions on Certain Foreign Purchases</td>
<td></td>
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<tr>
<td>FAR 62.227-13</td>
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</tbody>
</table>

Additional Clauses if Order exceeds $10,000:

<table>
<thead>
<tr>
<th>Equal Employment Opportunity</th>
<th>Affirmative Action for Workers with Disabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAR 52.222-28</td>
<td>FAR 52.222-38</td>
</tr>
</tbody>
</table>
### Division of Financial and Business Services
#### Purchasing Services
#### Purchase Order Terms and Conditions

**Additional Clauses if Order exceeds $25,000:**

| Employment Reports of Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-37 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-35 |

**Additional Clause if Order exceeds $30,000:**

| Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment FAR 52.209-6 |

**Additional Clauses if Order Exceeds $100,000:**

| Restrictions on Subcontractor Sales to the Government FAR 52.203-6 | Anti-Kickback Procedures (less paragraph (o)(1)) FAR 52.203-07 |
| Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions FAR 52.203-11 | Limitation on Payments to Influence Certain Federal Transactions FAR 52.203-12 |
| Utilization of Small Business Concerns and Small Disadvantaged Business Concerns FAR 52.219-8 | Authorization and Consent FAR 52.227-1 |
| Notice and Assistance Regarding Patent & Copyright Infringement FAR 52.227-2 | Subcontractor Cost or Pricing Data FAR 52.216-12 |

**Additional Clauses if Order Exceeds $500,000:**

| Small Business Subcontracting Plan (does not apply to small businesses) FAR 52.219-9 |

| Modifications FAR 52.215-13 | Audit & Records Negotiation FAR 52.215-02 |