

State of Delaware

Carpet, Tiles and Carpet Reclamation

Invitation to Bid Contract No. 06-108-JS

February 2, 2006

***- Deadline to Respond -
Tuesday, March 14, 2006
1:00 P.M. (EST)***

CONTRACT NO. 06-108-JS

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for CARPET, TILES AND CARPET RECLAMATION. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. 06-108-JS

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - NO BID REPLY FORM
 - B- NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - QUOTATION SUMMARY
 - D - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in an envelope clearly displaying the contract number, by 1:00 p.m., EST, Tuesday, March 14, 2006.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD., - SUITE 100
DOVER, DE 19904.**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Janet B. Schukoske @ 302-739-5569.

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CONTRACT NO. 06-108-JS
CARPET, TILES AND CARPET RECLAMATION
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Carpet, Tiles and Carpet Reclamation requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for a one (1) year period from May 1, 2006 through April 30, 2007. Each contract may be renewed for four (4) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall remain firm for the term of the contract.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

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6. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS:**

A. Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

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11. **MANDATORY INSURANCE REQUIREMENTS:** (continued)

or

c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

**Administrator, Government Support Services
Contract No. 06-108-JS
State of Delaware
820 Silver Lake Blvd. Suite 100
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

12. **BASIS OF AWARD:**

Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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13. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8250 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

16. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

17. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. Government Support Services shall evaluate each exception according to the intent of the terms and conditions contained herein, but Government Support Services must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

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18. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolve around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

The report shall be submitted electronically in EXCEL and sent as an attachment to Janet.Schukoske@state.de.us . It shall contain the six-digit department and organization code.

19. **BUSINESS REFERENCES:** (current vendors exempt)

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

20. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

21. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

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22. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **PRODUCT SUBSTITUTION:**

The agencies or school districts All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

24. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid/Request for Proposal and the contract form delivered to the successful bidder for signature **MUST** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Government Support Services.

25. **SITE INSPECTION:**

Contractor(s) shall be required to visit sites, show samples, measure areas, give quotations and provide seaming diagrams. Such services shall be included in bid prices. All quotations shall be restricted to the brands covered by the contract. Prices quoted shall include the price of carpet as well as complete installation, removal of existing carpet and disposal, cove base debris and all incidentals thereto; however, it is understood that the ordering agency or locality is responsible for the levelness, cleanliness and structural integrity of exposed floors prior to installation. In most instances it will be necessary for the successful bidder to make field measurements, offer advice and counsel, and then a second trip for installation, working out the time element, removal of furniture, etc. with the agency.

26. **BID SAMPLES:**

Bidders shall provide a bid sample for each designated item so offered. An architectural folder showing manufacturer's complete color line is required. Bid samples shall be an exact and true representative sample of the actual material offered. The samples should be submitted prior to or with the sealed bid. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, the requisition or inquiry number and the specific commodity or item number.

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27. **MANUFACTURER CERTIFICATE:**

Bidders shall furnish from the manufacturer a signed certification that the carpet quoted successfully meets all of the tests and specifications set forth herein. THIS CERTIFICATE SHALL BE SUBMITTED WITH YOUR BID OR THE BID MAY BE DECLARED AS NON-RESPONSIVE.

28. **CERTIFIED TEST REPORTS:**

Bidders shall submit with their bids certified test reports from an independent or manufacturer's laboratory, which shall be accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) or by the American Association for Laboratory Accreditation (AALA) for flammability rating and for static propensity. Failure to submit such certified test reports may be cause to consider the bid as non-responsive.

The carpet installer shall complete a Carpet Installation Certification (see attached) upon satisfactory completion of each carpet installation. A copy of the certification shall be submitted to the ordering Agency.

Upon completion of an installation job, a manufacturer's maintenance manual and/or cleaning instructions shall be supplied without cost to the ordering Agency.

29. **WARRANTY:**

The Carpet Manufacturer's warranty on manufacturer's letterhead and signed by an Officer of the manufacturer shall be submitted with the sealed bid for all carpet specified. **Failure to submit the written warranty may be cause for declaring the bid as non-responsive.**

30. **INSTALLATION:**

Contractor shall be responsible for installation of carpet in accordance with ANSI A117.1, 1986 - 4.5 Ground and Floor Surfaces and the manufacturer's instructions.

Any damage to existing fixtures, utilities or finished surfaces resulting from the performance of this contract shall be repaired to the User's satisfaction, before final invoice will be paid, at the Contractor's sole expense.

Carpet ordered for direct glue down shall be installed using manufacturer's recommended adhesive, trowel size and application rate. Seam sealer shall be used on all joints and applied as per the manufacturer's recommendations.

Manufacturer must provide carpet tiles to match broadloom.

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30. **INSTALLATION - (Continued):**

Carpet ordered for installation over padding shall be installed using proper pad adhesive and pad tape. Carpet shall be seamed using manufacturer's recommended seaming tape and all lengths shall be power stretched.

Carpet shall be laid according to recommendations of manufacturer. Carpet shall be laid flat, level without humps or ripples. Joints shall be subtle and imperceptible. All seams shall be trimmed in a neat and workmanlike manner.

Carpet Edge Guard, Non-metallic: Extruded or molded heavy-duty rubber carpet edge guard; minimum 2" wide anchorage flange; colors to be selected by purchasing agency.

Installed carpet shall be free of spots, dirt or soil, tears and frayed or pulled tufts.

Carpet shall be thoroughly vacuumed immediately after installation.

Comply with manufacturer's recommendation for seam location and direction of carpet. Maintain uniformity in carpet direction, center seams under door. Expansion joints are not to be bridged with continuous carpet to allow for freedom of movement.

31. **MEASUREMENTS:**

Agencies will, in most instances, request that measurements be made prior to the writing of the purchase order. These measurements shall be conducted within 10 days after the Agency's verbal or written request.

32. **DELIVERY:**

Delivery and installation shall be within the following time period after receipt of order unless a longer delivery period is specified on purchase order:

STOCK: 30 Calendar Days
NON-STOCK: 60 Calendar Days

33. **PREVAILING WAGE RATES**

Pursuant to **29 Del.C. 6960**, minimum wages are to be paid various classes of laborers and mechanics which shall be based upon the wages determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

34. **INQUIRIES & QUESTIONS:**

Any questions with regard to any aspect of this ITB should be e-mailed to Janet.Schukoske@state.de.us , faxed to Janet Schukoske at (302) 739-3779. Any questions pertaining to this ITB must be forwarded in writing either via e-mail or fax no later than February 28, 2006, 1:00 p.m. All questions will be answered in writing and distributed to all suppliers by March 7, 2006.

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35. **CARPET INSTALLATION CERTIFICATE::**

The successful vendor must complete and submit to the Agency a Carpet Installation Certificate upon completion of the job.

**STATE OF DELAWARE
CARPET INSTALLATION CERTIFICATE**

1. Agency, Department, Institution _____ or Political Subdivision:
2. Agency Order Number:
3. Location of Installation:
4. Date of Installation:
5. Type of Carpet:
6. Actual Square Yardage of Area Installed:
7. Carpet Square Yardage Installed:
8. Number of square yards of Reclamation: _____
9. Final Destruction: _____
10. Name of Installer:
11. Type of Pad (if applicable):
12. Type of Glue (if applicable): _____ Manufacturer & Product Number

I, the undersigned do hereby certify that the above listed data is complete and factual to the best of my knowledge. Furthermore, I hereby certify that the above described carpet installation was installed by competent workers under my direct supervision and that said installation has been installed in accordance with the manufacturer's printed instructions which fully complies with the requirements of the State Carpet Contract.

Date: _____ Signature _____
Print or Type Name

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RECLAMATION

Bidders must have a comprehensive carpet reclamation program that includes the collection, transportation, processing and reuse of reclaimed carpets. Under no circumstances shall any carpet removed as a result of this contract end up in any landfill. Reclamation must comply with the following procedures:

1. Certification: Reclamation Agency and Carpet Remover shall certify in writing that used carpet was removed and recycled in accordance with the DuPont Carpet Reclamation Program or comparable reclamation program.
2. Adhesive Removal Solvents: Comply with Carpet and Rug Institute Publication 104 subparagraph 6.1.9.
3. Remove used broadloom carpets in large pieces, roll tightly and pack neatly in container. Remove adhesive according to recommendations of the Carpet and Rug Institute (CRI).
4. Deposit only clean, dry used carpets in containers. When available, include scrap and waste from new installation. Clean shall be defined as carpet free from demolition debris or asbestos contamination, garbage, and tack strips.
5. Place used carpet in container supplied by reclamation agency. Place only used commercial carpeting in collection container. Keep container locked or supervised. Maximize the amount of material in the container. Neatly stack carpet tiles or repack in cardboard boxes prior to placing in container.
6. Contaminants from work that occurs within a single room may be contained by sealing doors and other openings with duct tape at head, jamb, and sill. Use window exhaust systems to establish negative pressure in contaminant-producing work area, ensuring continuous flow of air into work area. Seal exhaust system ductwork that might leak into building or mechanical systems.

NOTE

The manufacturer listed is intended to provide bidders with an example of the quality and performance desired and should not be considered restricted to only that manufacturer. Others will be accepted unless it is determined that variances to the specifications are such that there will be an absolute impact on the quality of carpet and extent of warranties.

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LEES
CARPET SPECIFICATION #1

BEST REGARD II
BROADLOOM CARPET OR APPROVED EQUAL

Construction:	Tufted
Surface Texture:	Cut Pile
Gauge:	1/8"
Stitches:	9.4
Pile Height:	.265"
Face Yarn:	Antron Legacy by Dupont
Dye System:	Piece Dyed
Face Yarn Weight:	30 oz./sq. yd.
Yarn Count:	2.70/2
Backing Materials:	Action Bac
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	63.70 oz./sq. yd.
Width:	12'
Tile Availability:	Not Available
PERFORMANCE	
Static:	3.0 kv when tested under the Standard AATCC 134-75 Test Method (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES:	
Wear:	No more than 10% face yarn loss by weight. Normal use ten years

LEES
CARPET SPECIFICATION #2

MBH COLLECTION
BROADLOOM CARPET OR APPROVED EQUAL

Construction:	Tufted
Surface Texture:	Textured Loop Graphics
Gauge:	1/8"
Stitches:	8.8 per inch
Pile Height:	.187"
Face Yarn:	Antron Legacy by Dupont
Dye System:	Yarn Dyed
Fiber Technology:	Duracolor or approved equal
Face Yarn Weight:	26 oz./sq. yd
Yarn Count:	1245/3; 1232/3; 1238/3
Backing Materials:	Unibond or approved equal
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	77.00 oz./sq. yd
Width:	12'
Tile Availability:	DQ582
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test, (70°F - 20% R.H.)(21°C 2% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES	
Backing Material:	Lifetime of Carpet
Wear:	Lifetime of Carpet. No more than 10% face yarn loss by weight normal use.
Static:	Lifetime of Carpet
Edge Ravel:	Lifetime of Carpet. Guaranteed no edge ravel in normal use (no seam sealers required).
Delamination:	Lifetime of Carpet. Guaranteed no delamination in normal use for (no chair pads required).
Tuft Bind:	Lifetime of Carpet. Guaranteed 20 lbs. average tuft bind, wet or dry, as tested in accordance with ASTM D-1335-67.

**LEES
CARPET SPECIFICATION #3**

**FACULTY IV
BROADLOOM CARPET OR APPROVED EQUAL**

Construction:	Tufted
Surface Texture:	Multi-Level Loop
Gauge:	1/8"
Stitches:	8.3
Pile Height:	.156"-218"
Face Yarn:	Antron Legacy BCF Nylon by Dupont
Dye System:	Yarn Duracolor by Lees or approved equal
Face Yarn Weight:	26 oz./sq. yd.
Yarn Count:	1230/4; 1235/4; 1230/2/2
Backing Materials:	Unibond or approved equal
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	76.70 oz./sq. yd.
Width:	12'
Tile Availability:	DK162 18" x 18"
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES	
Backing Material Warranty:	Lifetime of Carpet.
Wear:	Lifetime of Carpet. No more than 10% face yarn loss by weight in normal use.
Static:	Lifetime of Carpet.
Edge Ravel:	Lifetime of Carpet. Guaranteed no edge ravel in normal use (no seam sealers required)
Delamination:	Lifetime of Carpet. Guaranteed no delamination in normal use for (no chair pads required)
Tuft Bind:	Lifetime of Carpet. Guaranteed 20 lbs. average tuft bind, wet or dry, as tested in accordance with ASTM D-1335-67.

LEES
CARPET SPECIFICATION #4

TRANSITION II
BROADLOOM CARPET OR APPROVED EQUAL

Construction:	Tufted
Surface Texture:	Cut Pile
Gauge:	1/8"
Stitches:	10.7
Pile Height:	.406"
Face Yarn:	Antron Legacy by Dupont
Dye System:	Piece Dyed
Face Yarn Weight:	36 oz./sq. yd.
Yarn Count:	2.70/2
Backing Materials:	Action Bac
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	83.8 oz./sq. yd.
Width:	12'
Tile Availability:	Not Available
PERFORMANCE	
Static:	3.0 kv when tested under the Standard AATCC 134-75 Test Method (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES:	
Wear:	No more than 10% face yarn loss by weight normal use ten years

**LEES
CARPET SPECIFICATION #5**

**ATTRIBUTE
BROADLOOM CARPET OR APPROVED EQUAL**

Construction:	Tufted
Surface Texture:	Loop Graphics
Gauge:	1/10"
Stitches:	11.1
Pile Height:	.187"
Face Yarn:	Antron Legacy by Dupont
Dye System:	Yarn Dyed Duracolor by Lees or approved equal
Face Yarn Weight:	26 oz./sq. yd.
Yarn Count:	1235/2; 1225/2
Backing Materials:	Unibond or approved equal
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	80.70 oz./sq. yd.
Width:	12'
Tile Availability:	DL452 18" x 18"
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES:	
Backing Material Warranty:	Lifetime of Carpet.
Wear:	Lifetime of Carpet. No more than 10% face yarn loss by weight normal use ten years.
Static:	Lifetime of Carpet.
Edge Ravel:	Lifetime of Carpet. Guaranteed no edge ravel in normal use (no seam sealers required)
Delamination:	Lifetime of Carpet. Guaranteed no delamination in normal use for (no chair pads required)
Tuft Bind:	Lifetime of Carpet. Guaranteed 20 lbs. average tuft bind, wet or dry, as tested in accordance with ASTM D-1335-67.

LEES
CARPET SPECIFICATION #6

RIVERA L1395
BROADLOOM CARPET OR APPROVED EQUAL

Construction:	Tufted
Surface Texture:	Cut Pile Graphics
Gauge:	1/10"
Stitches:	10.5
Pile Height:	.281"
Face Yarn:	Antron Legacy Nylon by Dupont
Dye System:	Piece Dyed
Fiber Technology:	Not Available
Face Yarn Weight:	40 oz./sq. yd.
Yarn Count:	2.90/2; 1232/3
Backing Materials	Action Bac
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	75.80 oz./sq. yd.
Width:	12'
Tile Availability:	Not Available
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES	
Wear:	No more than 10% face yarn loss by weight normal use ten years.

**LEES
CARPET SPECIFICATION #7**

**CHECK-UP
BROADLOOM CARPET OR APPROVED EQUAL**

Construction:	Tufted
Surface Texture:	Multi-Level Loop
Gauge:	5/64"
Stitches:	7.7
Pile Height:	.156"
Face Yarn:	Antron Legacy BCF Nylon by Dupont
Fiber Tech:	Duracolor MD by Lees or approved equal Stain/Bleach Resistant Technology
Face Yarn Weight:	20 oz./sq. yd.
Yarn Count:	1245/2
Backing Materials:	Unibond or approved equal
Primary:	Woven Polypropylene
Secondary:	Woven Polypropylene
Total Weight:	73.7 oz./sq. yd.
Width:	12'
Tile Availability:	DS292 18" x 18"
Broadloom Thermobond:	DS299 6" Width
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
WARRANTIES	
Backing Material Warranty:	Lifetime of Carpet.
Wear:	Lifetime of Carpet. No more than 10% face yarn loss by weight in normal use.
Static:	Lifetime of Carpet
Edge Ravel:	Lifetime of Carpet. Guaranteed no edge ravel in normal use (no seam sealers required)
Delamination:	Lifetime of Carpet. Guaranteed no delamination in normal use for (no chair pads required)
Tuft Bind:	Lifetime of Carpet. Guaranteed 20 lbs. average tuft bind, wet or dry, as tested in accordance with ASTM D-1335-67.

LEES
CARPET SPECIFICATION #8

CARPET TILE
GULFSTREAM II CARPET OR APPROVED EQUAL

Construction:	Tufted
Surface Texture:	Textured Loop Graphics
Gauge:	1/8" (31.5/10 cm)
Stitches:	10.6 per inch
Pile Height:	.167" avg. (41.73/10 cm)
Finished Pile Thickness:	.167" avg. (4.2mm)
Face Yarn:	Antron Legacy Nylon with DuraTech Soil protection by Dupont
Dye System:	Yarn dyed
Fiber Tech:	Duracolor MD by Lees or approved equal Stain Resistant System
Face Yarn Weight:	28 oz./sq. yd.
Backing Materials:	Thermabond Tile
Primary:	Reinforced synthetic
Bonding Agent:	PVC
Secondary:	Fiberglass reinforced, Thermoplastic composite
Total Weight:	148.45 oz./sq. yd. (5033.94gm/m)
Size:	18" x 18" (45.7 c.m x 45.7 cm)
Square Yards/Carton:	6.00 (5.02m)
PERFORMANCE	
Static:	3.0 kv when tested under the Standard Shuffle Test (70°F-20% R.H.)(21°C-20% R.H.)
Flammability:	
DOC-FF-1-70 Pill Test:	Passes
Flame Radiant Panel:	Meets NFPA Class 1 when tested under ASTM-E-648 glue down.
NBS Smoke Chamber NFPA-258:	Less than 450 Flaming Mode
Construction Materials:	100% man made materials for superior stability. Slight color variation may occur from dye lot to dye lot.
WARRANTIES	
Wear:	Lifetime of Carpet. No more than 10% face yarn loss by weight in normal use.
Static:	Lifetime of Carpet
Edge Ravel:	Lifetime of Carpet. Guaranteed no edge ravel in normal use (no seam sealers required)
Delamination:	Lifetime of Carpet. Guaranteed no delamination in normal use for (no chair pads required)
Tuft Bind:	Lifetime of Carpet.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

36. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the bid.

37. **PERSONNEL:**

- a. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under his direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

38. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

39. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

40. **ELECTRONIC COPIES**

Two (2) electronic copies (two (2) diskettes or CD), each on a separate diskette or CD, must be submitted with the completed Excel file, and must be received at 820 Silver Lake Blvd., Suite 100, Dover, DE 19904 by **1:00 p.m. EDT, Tuesday, March 14, 2006.**

Additional Guidelines:

- Write your company name on the label of the diskettes
- **Do not make any changes to the electronic Excel file formats, including adding rows or columns, changing column headers, and inputting text in numeric fields. Comments made on the spreadsheets will be ignored. The excel grids will be locked so that data can be input but format changes can not be made**
- Save your changes under the same filename.

BID QUOTATION REPLY SECTION

CONTRACT NO. 06-108-JS

CARPET, TILES AND CARPET RECLAMATION

Please fill out the attached forms fully and completely and return with your bid in an envelope clearly displaying the contract number to Government Support Services by Tuesday, March 14, 2006 at 1:00 p.m., EST at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD., - SUITE 100
DOVER DE 19904**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

CONTRACT NO. 06-108-JS

SPECIFICATION #1

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #2

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #3

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #4

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

CONTRACT NO. 06-108-JS

SPECIFICATION #5

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #6

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #7

	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>	<u>TILE PRICE</u>
GLUE DOWN	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
WITH PADDING	\$ _____ Sq. Yd.	\$ _____ Sq. Yd.	
Style/Pattern			
Carpet Tile (If applicable)			\$ _____
Style/Pattern			

SPECIFICATION #8

Carpet Tile	\$ _____
Style/Pattern	

Carpet Manufacturer

Padding Manufacturer

Delivery & Installation _____ Days A.R.O.

ADDITIONAL:

CONTRACT NO. 06-108-JS

STATEWIDE

Continued:

<u>CATEGORY</u>	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>
4" BASEBOARD COVING LINEAR FT	_____	_____

<u>CATEGORY</u>	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>
6" BASEBOARD COVING LINEAR FT	_____	_____

<u>CATEGORY</u>	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>
LABOR UPCHARGE FOR HOLIDAYS AND WEEKENDS SQ. YD.	_____	_____

<u>CATEGORY</u>	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>
LABOR UPCHARGE FOR EVENING HOURS (AFTER 4:30 P.M.) SQ. YD.	_____	_____

<u>CATEGORY</u>	<u>UP TO 125 SQ YDS</u>	<u>OVER 125 SQ YDS</u>
FURNITURE REMOVAL AND REPLACEMENT PER MAN HOUR	_____	_____

RECLAMATION COST PER SQUARE YD	\$_____
--------------------------------	---------

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET
GOVERNMENT SUPPORT SERVICES
CONTRACTING SECTION
820 SILVER LAKE BLVD. – SUITE 100
DOVER, DELAWARE 19904

NO BID REPLY FORM

BID #06-108-JS

BID TITLE: Carpet, Tiles and Carpet Reclamation

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: 06-108-JS
TITLE: Carpet, Tiles and Carpet Reclamation
OPENING DATE: Tuesday, March 14, 2006

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Government Support Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____

Check one)	
<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO. _____	(circle one)		(circle one)		(circle one)	
	<u>Women Business Enterprise (WBE)</u>	Yes No	<u>Minority Business Enterprise (MBE)</u>	Yes No	<u>Disadvantaged Business Enterprise (DBE)</u>	Yes No

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

GOVERNMENT SUPPORT SERVICES

DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Contracting State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10% of the total value of his bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

State of Delaware
Office of Management and Budget
Government Support Services
Contracting Section
820 Silver Lake Blvd. – Suite 100
Dover, DE 19904

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B - AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY:

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT:

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. REQUIREMENT OF CONTRACT BOND:

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract by providing 60 days written notice to the vendor.

SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take his exemption into account in calculating his bid for his work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

SECTION D - EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 11/28/05

State of Delaware Minority and Women Business Enterprise Application

All completed applications must be returned with the appropriate requested documents listed.

Type or Print Clearly

If you require assistance completing this form call (302) 739-7830.

1. **Federal Employee Identification Number:** (EIN) _____

Social Security Number: (If no EIN) _____

2. **Name of Business** _____

Street Address of Business: (P.O. Box alone is not acceptable) _____

County: _____ City _____ State: _____ Zip Code: _____

Business Telephone: _____ Business Fax: _____

Business E-mail: _____

3. **Contact Person:** _____ Title: _____

(Materials will be mailed in the name of the Contact Person to the Business Address)

Contact Telephone: _____ Fax: _____

4. **To qualify as a M/WBE, the business must be least 51% owned, controlled and actively managed by owners of one or more of the following ethnic groups:** (Indicate percent of ownership)

Minority Business Enterprise

Woman Business Enterprise

_____ % African American

_____ % Asian-Indian

_____ % Native Hawaiian/Polynesian

_____ % Hispanic

_____ % American Indian

_____ % Asian Pacific

_____ % Other

5. **Legal Structure of Business:** (Check one)

Sole Proprietorship

Partnership

Corporation

LLC

Other _____

6. Describe in detail, what product(s) and/or service(s) your firm provides. Attach additional page(s) and/or the company's catalog.

7. Five digit North American Industry Classification System (NAICS) Code(s):
(To assist you in determining your NAICS Code(s) go to www.logisticsworld.com)

1. _____ 2. _____ 3. _____

8. Date firm was established: Month ____ Day ____ Year ____

9. Date current primary owner acquired controlling interest in firm: Month ____ Day ____ Year ____

10. Date incorporated (if firm is a corporation): Month ____ Day ____ Year ____

11. Dates of corporation amendments (if firm is a corporation): ____/____/____; ____/____/____

12. List the three largest or principal customers/accounts/contracts/projects:

Name of Company	Address, City, State	Phone/Fax
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

13. Is the Business certified as a M/W/BE with any other certifying agency?

* If you answer yes to this question and are certified through any other certifying entity, please enclose a copy of your certification, complete #13 and go to page 6. Complete page 6 and mail to our office for processing.

No Yes

Name	Date Certified	Expiration Date
a. _____	_____	_____
b. _____	_____	_____
c. _____	_____	_____

14. Identify persons or firms who provide Accounting, Legal and Banking services:

Accountant: _____ **Contact:** _____

Address: _____ **Phone:** _____

Attorney: _____ **Contact:** _____

Address: _____ **Phone:** _____

Bank: _____ **Contact:** _____

Address: _____ **Phone:** _____

15. If the business is a corporation or LLC, please list the following information:

a. Total shares authorized: _____

b. Total shares issued to date: _____

c. Are there any restrictions that limit the voting rights of ethnic minority group members, who are shareholders, within the By-laws or Articles of Incorporation, or any other documents?

No Yes *(If yes, please explain)*

16. List the current Board of Directors. (If additional space is required, submit an attached sheet)

Name	Title	Ethnicity	Gender	Appointment Date
a. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
b. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
c. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
d. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____
e. _____			<input type="checkbox"/> M <input type="checkbox"/> F	_____

17. Is any owner or board member of the business, an owner or former owner of another firm engaged in the same or similar type of enterprise?

No Yes *(If yes, identity below)*

18. List names and titles of primary persons who perform the following functions:

Estimating: _____

Marketing & Sales: _____

Hiring/Firing: _____

Purchase of major items: _____

Office management and administration: _____

Financial: _____

19. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: No Yes

20. Provide the following ownership information for all owners.

Owner's Name: _____

Street Address: _____

City: _____ County: _____

State: _____ Zip Code: _____ Telephone: _____

Sex: M F Ethnic Group: _____

Ownership is by: An Individual Person Other (*Describe Other*) _____

Date of Initial Ownership: _____ (Date)

% Ownership: _____ %

Number of Shares Owned: _____

U.S. Citizen: No Yes

21. Are there any written, oral, or implied agreements between persons associated in any manner with the firm concerning its ownership and/or operation? (check one)

No

Yes

22. How did you hear about the Office of Minority and Women Business Enterprise:

08/20/03 DRR

DOCUMENT REQUEST CHECKLIST

- **To be sure you have provided all requested information, please mark “x” on the items you have submitted.**
- **Unless otherwise indicated, copies of documents are sufficient.**
- **Any deficiency may delay the Certification process.**
- **Certification generally takes 4 to 6 weeks.**
- **An on-site visit.** *(The M/WBE office may schedule an on-site visit once the completed application and appropriate supporting documentation have been received.)*

A. ALL BUSINESSES

- Birth Certificate or Green Card or Passport or Tribal Memberships, etc.
- Business Tax Returns for the past year. *(All tax returns will be returned after certification)*
- Relevant business licenses and permits.

B. Partnerships Only

- Partnership Agreement, including any amendments, buy-out rights as well as any profit sharing arrangements.

C. Corporations and Limited Liability Corporations Only

- Articles of Incorporation with all amendments.
- Minutes of the last annual shareholders meeting.
- By-laws and By-law Amendments.
- Copy of most recent Stock Ledger.

State of Delaware Minority and Women Business Enterprise Affidavit

Hereafter, "the Business" refers to

Business Name

I understand the illegal nature of receiving public or private funds or other property as a consequence of false representation as to the minority status of the business and do herein certify under penalty imposed by Delaware Statutes that the information provided is correct and said information herein may be used for the purposes of certifying the business as a Minority and/or Women Business Enterprise. Any false representation will be grounds for denying certification or initiating decertification in the future.

I agree to make available for inspection to the M/WBE office any such materials that may be required to substantiate the degree of minority and women ownership and control of the business. I agree to arrange for on-site inspections of the business' facilities in order to verify information provided in this document.

I agree to provide written information relative to any future change in ownership and/or management of the business to the M/WBE office within two weeks of the occurrence of the change. I acknowledge that failure to timely submit required change of status documentation might result in the decertification of the business.

I understand that the certification expiration is three years following the initial date of certification. I further understand that the business must apply for recertification prior to the expiration.

Type or Print Name of Owner

Signature of Owner

Date

Title

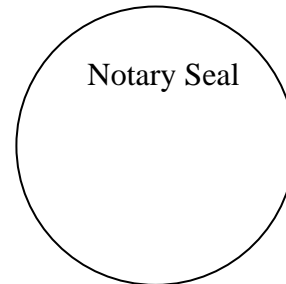
Subscribed and sworn to before me this _____ day of _____ a.d.
Month, Year

Signed _____
NOTARY PUBLIC IN AND FOR THE

County of _____

State _____

My Commission Expires _____
Date



DELAWARE CERTIFICATION GUIDELINES AND INFORMATION

PURPOSE:

To increase the opportunity for minority firms to sell their products and services to the State of Delaware. These tasks support the continued growth and vitality of businesses to ensure a level playing field.

CERTIFICATION APPLICATION

The following is the application for Minority and Women Business Enterprise (M/WBE) certification with the State of Delaware. All questions must be answered. Please type or print clearly.

Questions that do not apply to your firm should be marked N/A in the space provided.

On page 5 is the checklist of specific documents pertinent to the business that must be submitted along with the application. Please include these documents to avoid processing delays. If you have additional documentation that will show your business is eligible for certification, attach it to your application.

The Affidavit on page 6 must be signed, notarized by a Notary Public and mail with the complete application, faxed copies of the affidavit will not be accepted.

Please be prepared to provide access to your business facilities and key personnel during the review.

Please return the completed application with signature and required notarization to the address below:

**Office of Management and Budget
Office of Minority and Women
Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901**

Phone: (302) 739-7830

Fax: (302) 739-7839

Website: www.state.de.us/omwbe

MINORITY AND WOMEN BUSINESS DEFINITION

A Minority and Women Business Enterprise is a business that is at least 51 percent owned, controlled and actively managed by minority group members who are United States citizens or persons lawfully admitted to the United States for permanent residence. The business must currently be performing a useful function. A useful business function is one, which results in the provision of materials, supplies, equipment or services to consumers in the state. A business acting as a conduit to transfer funds to a non-minority business does not constitute a useful business function unless doing so is a normal industry practice. A minority group member is one of the following:

- a. AMERICAN INDIAN** means a person who is enrolled as a member of federally recognized American Indian tribe or band, and who possesses documentation of at least one-fourth American Indian ancestry, and documentation of tribal recognition as an American Indian;
- b. ASIAN-INDIAN** means a person whose ancestors originated in India, Pakistan or Bangladesh;
- c. AFRICAN AMERICAN** means a person whose ancestors originated in any of the black racial groups of Africa;
- d. HISPANIC** means a person of any race whose ancestors originated in Mexico, Puerto Rico, Cuba, Central America or South America or whose cultural origin is Spanish;
- e. ASIAN-PACIFIC** means a person whose ancestors originated in Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas;
- f. NATIVE HAWAIIANS AND POLYNESIANS;**
- g. ESKIMOS**

OWNERSHIP AND CONTROL

“Owned and controlled” means:

- A. A sole proprietorship legitimately owned by and individual who is a minority person;
 - B. A corporation, a limited liability corporation, a partnership or joint venture controlled by minority persons and in which at least 51 percent of the beneficial ownership interests are legitimately held by minority persons, and in which at least 51 of the voting interests are legitimately held by minority person.
- The minority ownership; interest in the firm must be real, substantial and continuing. Such interest may include:
 - a. A risk of loss/share of profit commensurate with the proportional ownership;
 - b. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
 - A minority owner must have and exercise the authority to independently control the business. The minority owner need not be continually present to be deemed in control. Characteristics of control may include:
 - Authority to sign bids and contracts
 - a. Making decisions in price negotiations;
 - b. Incurring liabilities for the firm;
 - c. Making final staffing decisions;
 - d. Policy-making; and
 - e. Making general company management decisions.
 - The minority or women owners must possess the power to make to make day-to-day and long-standing decisions on matters of management, policy and operations. The firm must be under formal or informal restrictions (such as bylaws, partnership agreement, etc.) that limit authority of the minority and/or women owners to make decision and determine the future of the business. Minority or women owners must hold the highest officer position in their companies, example chief executive officer or president.
- Only those firms performing a useful business function according to custom and practice in the industry are qualified as M/WBE. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a “useful business function according to custom and practice in the industry”.
 - The minority and women owners shall also possess the power to direct or cause the direction of the management and policies of the firm and make day-to-day as well as major decisions on matters of management, policy and operations. The firm shall not be subject to any formal or informal restrictions through, for example through, by-laws provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevents the minority and women owners, without the cooperation or vote of any owner who is not a minority or women for making a business decision of the firm.
 - The minority and/or women must demonstrate that they possess the experience, expertise and knowledge to operate their particular types of business. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the company is insufficient to demonstrate control. Women and/or minority owners must also verify that they hold any licenses or certification required by the type of business in which they are engaged. While persons other than the owner(s) may have supervisory responsibilities within the company, ultimate supervision must rest in the hands of the minority and/or women owner.
 - If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities and shall not be considered as M/WBE within the meaning of the definition. Where the actual management of the firm is contracted out to individuals other than the owner, those person who have the ultimate power to hire and fire the managers, can, for the purpose of this definition be considered as controlling the business.

All securities, which constitute ownership and/or control of a corporation for the purpose of establishing it as a M/WBE, shall be held directly by minorities or women. No securities held in trust, or by a guardian for a minor, shall be considered as held by a minority or women in determining the ownership or control of a corporation.

The contributions of capital or expertise by the minority and women owners to acquire their interests in the firm shall be real and substantial.

- C. A business located in a state other than Delaware must first obtain state-level certification in its home state, if such certification is available. "Home state" is defined as the state the company's headquarters are located.
- D. Even when the company documents support the basic certification criteria, certification can be denied if the business operations do not reflect the ownership shown on paper.
- E. a) Be a for-profit business (non-profits cannot become certified)
b) Provide and be qualified to provide the goods and services for which it is being certified.
- F. If your business does not supply OMWBE with the required documentation for certification, in other words the application was submitted incomplete, the office will contact you by phone and send you a letter requesting required documentation. If you do not respond within 30 days your application will be placed in a pending file for 6 months and returned to your business as inactive. A business may resubmit the certification application at any time.
- G. If your business is certified through another Certifying organization such as the Department of Transportation, you need to complete #'s 1-7 and #14 on the Delaware Certification Application and complete page 6. You must also attach a copy of your certification and mail all documents to the OMWBE.

BENEFITS:

- Certified minority-owned firms are eligible to be listed in the State of Delaware Directory of Minority and Women Owned Businesses which is circulated to all state and local government agencies.

ELIGIBILITY:

A minority and women owned business (sole proprietorship, partnership, corporation or joint venture) must meet the following criteria:

- Belong to a minority group: Native American, Black, Hispanic, Asian Indian, Asian Pacific, Eskimo or Native Hawaiian;
- At least 51 percent owned, controlled and actively managed by minority group members or by women;
- Serving a "useful business function" and have customers other than the State of Delaware.

HOW TO APPLY:

- Applications and additional information are available by calling the Office of Minority and Women Business Enterprise at (302) 739-7830.
- Complete an application for certification and provide required documentation (ethnic status of minority owner(s), financial records, ongoing business activity, etc....)
- Provide access to its business facilities and key personnel for state certification on-site visit.

WHERE TO APPLY:

Submit completed applications to:

Office of Management and Budget
Office of Minority and Women Business Enterprise
Margaret O'Neill Building
410 Federal Street, Suite 1
Dover, DE 19901
(302) 739-7830
<http://www.state.de.us/omwbe>