



100 Enterprise Place, Suite 4
Dover, DE. 19904

State of Delaware
Carpet, Tile and Carpet Reclamation
Request for Proposal
Contract No. GSS11108-CARPET_TILE

March 7, 2011

- Deadline to Respond –
March 31, 2011
1:00 P.M. EDT

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Date: March 7, 2011

CONTRACT NO. GSS11108-CARPET_TILE

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for Carpet, Tile and Carpet Reclamation. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11108-CARPET_TILE

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
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 - a. Attachment 1 - No Proposal Reply Form
 - b. Attachment 2 - Non-Collusion Statement
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 - d. Attachment 4 – Company Profile and Capabilities
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 - g. Attachment 7 – Subcontractor Information Form
 - h. Attachment 8 – Monthly Usage Report
 - i. Attachment 9 – Subcontracting (2nd tier spend) Report
 - j. Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
 - k. Attachment 11 – Carpet Installation Certificate
 - l. Attachment 12 – Performance Bond
 - m. Appendix A – Scope of Work details
 - n. Appendix B – Pricing Form(s) and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by March 31, 2011 @ 1:00 P.M. EDT to be considered.

Proposals must be mailed to:

Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Vicki L. Macklin at 302-857-4553 or email Vicki.Macklin@state.de.us

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I. INTRODUCTION:

A. PURPOSE:

It is the goal of this Request for Proposal to identify a vendor and execute a contract to establish statewide coverage for the as needed purchase and installation of carpet and carpet tile products, installation and carpet reclamation for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

1. COMPETITIVE SEALED PROPOSAL:

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. 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.

3. MANDATORY USE CONTRACT:

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) 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, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

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5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid from June 1, 2011 through April 30, 2012. Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	March 7, 2011
Written Questions Due No Later Than (NLT)	March 15, 2011 @ 12:00 P.M. EDT
Written Answers Due/Posted to Website NLT	March 22, 2011 @ 3:00 P.M. EDT
Proposals Due NLT	March 31, 2011 @ 1:00 P.M. EDT
Public Proposal Opening	March 31, 2011 @ 1:00 P.M. EDT
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS:

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by March 15, 2011 @ 12:00 P.M. EDT. All questions will be answered in writing by March 22, 2011 P.M. EDT and posted on www.bids.delaware.gov website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Vicki Macklin
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904
Vicki.Macklin@state.de.us

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To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

E. Contact with State Employee

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

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II. SCOPE OF WORK:

A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for carpet, tile and carpet reclamation as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND:

Based on past usage, estimated annual purchases may approximate \$3.1 million. This estimate is provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as-needed basis.

The State of Delaware does not represent or guarantee any minimum purchase.

While the scope of this Contract contemplates carpeting, resilient flooring, and other incidentals, the primary utility is carpeting as it represents approximately 90 percent of the estimated spend on this objective.

Previously, school districts represented approximately 75 percent of the usage each while State agencies represented about 25 percent. The state does not represent this usage pattern will remain the same.

C. STATEMENT OF NEEDS:

The purpose of this Contract is to support the as-needed purchases of flooring materials and services by authorized purchasers, which include materials, delivery, on-site labor, disposal/recycling and other services as described herein.

This Contract is intended primarily for repair or replacement projects. While the intention of the state is to create a catalog of materials suitable for typical government, institutional and educational environments, the state acknowledges not all products may be represented by this Contract.

D. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

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III. FORMAT FOR PROPOSAL:

A. INTRODUCTION:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE:

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, 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, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor 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.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

E. COVER LETTER:

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

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F. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. DISCOUNT:

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

I. 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.

J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

K. BID BOND REQUIREMENT:

Bid Bond Waived.

L. PERFORMANCE BOND REQUIREMENT:

Contractors awarded contracts are required to furnish a 100% Performance Bond which will be prorated based on awarded vendors in the amount of \$3,000,000 in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Government Support Services with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee 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. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

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M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one (1) paper copies and two (2) electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on March 31, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Government Support Services
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE 19904

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on March 31, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through initial contract term. Delaware reserves the right to ask for an extension of time if needed.

O. WITHDRAWAL OF PROPOSALS:

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

P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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Q. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

R. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at www.bids.delaware.gov. By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

S. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

T. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

V. EXCEPTIONS:

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

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W. BUSINESS REFERENCES:

Business references are to be provided via Attachment 6.

X. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov/>.

Y. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

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Z. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

AA. ATTACHMENTS:

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Company Profile and Capabilities
- Attachment 5 – Confidentiality and Proprietary Information
- Attachment 6 – Business References
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- Attachment 9 – Subcontracting (2nd Tier Spend) Report
- Attachment 10 - Office of Minority and Women Business Enterprise Certification Application
- Attachment 11 – Carpet Installation Certificate
- Attachment 12 – Performance Bond
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE'S RIGHT TO REJECT PROPOSALS

Office of Management and Budget, Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

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4. DELIVERY OF PROPOSALS:

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

Government Support Services,
Contracting Section
100 Enterprise Place, Suite 4
Dover, DE. 19904

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

5. PUBLIC OPENING OF PROPOSALS:

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

Only the vendor's name and address will be read aloud during the bid opening process.

6. DISQUALIFICATION OF VENDORS:

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its 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 Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

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7. 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.

8. 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.

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B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
 - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
 - b. It is unacceptable;
 - c. The proposed price is unreasonable; or
 - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
 - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
 - b. The offeror's record of performance and integrity;
 - c. Any record regarding any suspension or debarment;
 - d. Whether the offeror is qualified legally to contract with the State;
 - e. Whether the offeror supplied all necessary information concerning its responsibility; and
 - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsive, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

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C. PROPOSAL EVALUATION COMMITTEE:

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

D. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Insurance Certificate
- Descriptive Literature
- Dealer Authorization
- Certified Test Reports
- Carpet Manufacturer Warranty
- Acknowledgement from Recycling Facility

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E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Provide a brief history of your company's experience in performance of comparable specifications/scope of work. (Please provide written verification indicating number of years in business, job types, sizes, etc.)	15	15
2.	Explain how your company can assure excellent response times for customer inquiries, billing, and service calls/problems resolution for this Contract. Discuss your company's geographical coverage, branch office locations, showrooms, and warehouse facilities throughout the State.	20	20
3.	Describe the expertise and availability of key personnel that will be coordinating the work for this contract (provide names and titles).	15	15
4.	Describe your company's Reclamation/Recycling Program.	15	15
5.	Vendors who can supply the State with Environmentally Preferred Products will receive additional points, products should be listed in the Appendix B, Price Worksheet 9, C.	5	5
6.	Reference	10	10
7.	Price proposal/pricing structure	20	20
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

G. REFERENCES

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

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H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. MANDATORY PREBID MEETING:

A mandatory pre-bid meeting has not been established for this Request for Proposal.

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VI. DEFINITIONS AND GENERAL PROVISIONS

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

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

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

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

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

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

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

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.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

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

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.

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

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

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VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor 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 it.

B. GENERAL PROVISIONS

1. **INTERPRETATION OF ESTIMATES/QUANTITIES:**

- a. Unless stated otherwise, the quantities given in the RFP 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.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. **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.

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

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

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4. **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. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. **PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

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6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor 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 itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

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

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

- a. The Vendor 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 Vendor 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.

9. **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 Vendor 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.

10. **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 Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

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11. **INVOICING:**

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

12. **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 Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor 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 Vendor 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 Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor 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.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

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15. **PRICE ADJUSTMENT:**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial term from June 1, 2011 through April 30, 2012 period, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that 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.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

17. **FUNDING OUT :**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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18. **MANDATORY INSURANCE REQUIREMENTS:**

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

a. As a part of the contract requirements, the Vendor shall 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 Vendors shall carry Comprehensive General Liability and all other coverages listed below.

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

And

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

b. 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.

c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904**

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

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

Prior to receiving an award, the successful Vendor shall either furnish the Agency 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) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.
<https://onestop.delaware.gov/osbrlpublic/Home.jsp>

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.

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21. **INDEMNIFICATION:**

a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

22. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the 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.

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23. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

24. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf. The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

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25. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. 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 revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to vendorusage@state.de.us. It shall contain the six-digit department and organization code. 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, Vendors 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.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency’s Supplier Diversity Liaison found at http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe_liaisons.xls and the OMWBE at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

26. **ORDERING PROCEDURE:**

Successful Vendors 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. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

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27. **BILLING:**

The 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. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

28. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. 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 all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

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30. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

31. VENDOR RESPONSIBILITY:

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

32. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. PERSONNEL/EQUIPMENT/SERVICES:

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its 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 equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

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35. MINIMUM WAGE RATES:

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

36. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

a. Termination for Cause If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

b. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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37. TERMINATION OF CONTRACT:

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

a. Termination for Cause - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

b. Termination for Convenience - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c. Termination for Non-Appropriations In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

39. INTEREST OF VENDOR:

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

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40. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

41. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

42. ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

43. TESTING AND INSPECTION:

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

44. COVENANT AGAINST CONTINGENT FEES:

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

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45. GRATUITIES:

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

46. AFFIRMATION:

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

47. AUDIT ACCESS TO RECORDS:

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

48. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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49. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

50. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

51. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

53. ASSIGNMENT:

This contract shall not be assigned except by express prior written consent from the Agency.

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54. **NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Vicki Macklin, State Contract Procurement Officer II
100 Enterprise Place, Suite 4
Dover, DE 19904

55. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

56. **PETITION FOR EQUIVALENT PRODUCT:**

Questions, concerning the specifications or line item exceptions must be communicated in writing at least five days prior to the bid opening date. Additionally, any exceptions communicated are to be accompanied with a proposed alternative said to meet or exceed minimum mandatory specification requirements, and include supporting documentation. The Contract Officer will review the bidders' exceptions and supporting documentation in determining whether or not the proposed alternative will be acceptable. The decision as to whether or not the proposed alternative will be acceptable will be at the sole discretion of the Contract Officer. If the proposed alternative is determined to be acceptable then it will be communicated via an amendment. Otherwise, any bid that does not conform to the minimum mandatory specifications will be deemed non-responsive and therefore, ineligible for award. Only those bidders who propose a solution that meets or exceeds the minimum mandatory specifications will receive further consideration.

57. **BID PRICING:**

Bid pricing must include all associated cost components for the products and services described herein. All associated costs must be incorporated into the pricing of the Response to this RFP.

Failure to identify all costs in a manner consistent with the instructions in this RFP is sufficient grounds for rejection of bid.

The State makes no volume commitment in this solicitation. The proposed pricing of specifications should reflect the market provided by the Contract resulting from this solicitation.

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58. DESCRIPTIVE LITERATURE:

Bidder shall submit descriptive literature and/or technical specifications that clearly describe how the product is equal in quality, function and performance to the Bid specifications identified herein.

Provide color cut sheets on each carpet and carpet tile style you offer for a look at design, style and full color bank, provide all specifications, warranties, maintenance instructions, etc. for each option offered in an organized binder by product section (i.e.: "Category 1 – Broadloom"/ "Category 1 - Tile"). No hard samples required.

Failure to provide sufficient description literature may render the Bid non-responsive and cause the Bid to be rejected.

59. BID SAMPLES:

The State reserves the right to ask for samples at Bidder's expense. **DO NOT SUBMIT SAMPLES WITH BID.** Samples may be requested at any time after Bid opening and prior to Bid award. Failure to provide requested samples or literature within ten days after request may result in Bid rejection.

If not destroyed in testing or required for quality control, Bidders may request return of samples at their expense. Bidder must provide desired method of returning and exact postage or a call tag for samples to be returned. Each sample must be labeled with return address. If Bidder does not request return within sixty (60) calendar days of contract award, samples will be considered property of the state.

Labeling and warranty: All samples provided to the state shall be identical to products quoted by Bidder and shall be labeled with Bidder's name, stock number, Bid number, Bid line item number. All samples are an express warranty, which shall also apply to all products provided under this contract. Failure to comply with this requirement may result in rejection of Bid or termination of Contract.

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60. DEALER AUTHORIZATION:

Bidders, if other than the manufacturer, shall furnish a current, dated, and signed authorization from the manufacturer(s) that the Bidder is an authorized distributor, dealer, or service representative and is authorized to sell/install the manufacturer's products. **Failure to comply with this requirement shall result in Bid rejection.**

61. 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.

62. 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 shall be cause for declaring the bid as non-responsive.**

63. 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.

64. SITE SECURITY:

Personnel may be required to pass a criminal background check before site access is granted. The Purchaser is to coordinate this activity with Contractor and provide the Contractor sufficient advance notification of this requirement.

Contractors or subcontractors providing service at a DOC facility may be required to attend a brief "DOC Security Briefing" prior gaining access to a facility for the first time.

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65. INSTALLATION:

Unless otherwise specified, all flooring materials shall be installed in accordance with the manufacturer's installation procedures using the manufacturer-required adhesives and techniques where applicable.

Contractor shall:

1. Be responsible for the acts or omissions of all his or her employees and agents, all other persons performing any of the work, and shall not employ any person to perform the work who is not qualified for the task assigned to him or her.
2. Perform all installation work in a professional workmanlike manner.
3. Provide all manufacturer approved tools necessary for a complete installation at no additional charge to Purchaser.
4. Provide manufacturer-approved adhesives no additional charge to Purchaser.
5. Protect carpet and flooring materials against damage and soiling from construction operations and placement of equipment and furnishings during the course of installation. This shall include but not be limited to; providing caution tape and barriers to keep normal traffic off of floors during installation until the area is turned over to the occupant. This does not include permanent protection.
6. Coordinate with Purchaser for the closure of installation spaces to traffic, during and after installation as recommended by the manufacturer.
7. Take all steps necessary to prevent damage to walls, doors, and equipment. To this end, the Contractor shall be responsible for damage to walls, doors, equipment resulting from installation. Touch up painting shall be the responsibility of the Purchaser.
8. Install carpet bars or reducer strips for adjoining other dissimilar floors and/or all other materials and accessories required for a complete installation.
9. Receive no additional compensation for lost, broken, and/or abandoned equipment/tools utilized in the progress of the work. Purchaser shall under no circumstances be responsible for the use, maintenance or damage of Contractor's equipment.
10. Advise Purchaser on proper installation procedures and effect on warranties when a Purchaser chooses to perform their own installation.
11. Meet with Purchaser upon completion to identify any Punch List items. Any Punch List items shall be completed within thirty (30) calendar days after notice to Contractor, unless the Purchaser grants more time. Final payment may be withheld until all punch list items are completed to the satisfaction of the Purchaser.

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A. Carpet

All carpeting products shall be installed in accordance with the manufacturer's installation procedure using the manufacturer-required adhesives. In the absence of a carpet manufacturer's installation procedure, follow the Carpet and Rug Institute's Carpet Installation Standard.

Install carpet per pattern and color diagrams flat and tight on sub-floor, well fastened at edges, with a uniform appearance. Install with pile inclination in one direction. The manufacturer will mark each module as to pile direction. Cut and fit carpet neatly into or around breaks, recesses, against bases, casings, door jams, permanent cabinets, equipment, etc.

The Contractor shall vacuum entire carpet installation as required by the manufacturer.

1. **Installation Method:** The direct-glue installation method shall be considered standard installation and included in the material price. Pricing for all other installation methods requiring additional costs and materials (i.e. pad) will be considered on a case-by-case basis and must be approved by the Purchaser.
2. **Inset & Border Work:** Contractor shall provide carpet inset and border work. Pricing for inset and border work shall be determined on a case-by-case basis and the Contractor shall provide Purchaser with an estimate/quote. All inset and border work and costs must be approved by the Purchaser prior to commencing work.

B. Resilient Flooring

All resilient flooring products shall be installed in accordance with the manufacturer's installation procedure using the manufacturer-required adhesives (includes wall base, transitions and stair materials).

Install per pattern and color diagrams. Cut and fit all joints neatly into or around breaks, recesses, against bases, casings, door jambs, permanent cabinets, and equipment. Ensure all joints and fits to casings, cabinets, or equipment and ensure all cuts are tight, clean and neat.

1. **Standard Installation Patterns:** Contractor shall provide standard installation patterns at no additional charge to the Purchaser.
 - a) Tile: Purchaser may choose up to two colors per area or room.
 - b) Sheet: Purchaser may choose only one color per area or room.
2. **Pattern Work:** Contractor shall provide patterned installation work for resilient materials. Pricing for patterned work will be determined on a case-by-case basis and the Contractor shall provide Purchaser with an estimate/quote. All patterned work must be approved by the Purchaser prior to commencing any such work.
 - a) Tile: More than two colors in one area or room.
 - b) Sheet: More than one color in one area or room.

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3. **Integral Flash Coving:** The Contractor shall provide flash coving (integral cove) of sheet flooring, by extending the flooring no more than six (6) inches up the wall to form a wall base. This can be accomplished by one-piece flash coving, border flash coving or two-piece flash coving. All Seams in the flash cove area shall be treated the same as seams throughout the rest of the installation.

All integral flash coving must be installed and performed according to manufacturer's instructions using manufacturer-required tools.

The Contractor shall provide all required trims and manufacturer-required adhesives.

Unit Pricing: Price to be provided on a per lineal running foot unit cost.

4. **Integral Flash Cove Corners:** The Contractor shall provide (Flash Cove) inside and outside corners.

All integral flash cove corners must be installed and performed according to manufacturer's instructions using manufacturer-required tools.

The Contractor shall provide all required trims and manufacturer-required adhesives.

All Seams in the flash cove and flash cove corners shall be treated the same as seams and cove throughout the rest of the installation.

Unit Pricing: Price for Flash Cove inside and outside corners to be provided on a per each corner unit cost.

66. **INSTALLATION DAMAGES:**

The state reserves the right to require Contractor to repair all damages to Purchaser's facilities or provide full compensation as determined by the state as pertaining to installation under this Contract.

67. **CLEANUP:**

Contractor shall:

1. The Contractor shall remove all rubbish resulting from installation at the end of every day; the premises shall be left in a clean condition.
2. Remove excess adhesive, seam sealer and other surface blemishes from floor, base and wall surfaces using manufacturer's recommended cleaner without damage.
3. Sweep and vacuum entire floor space after installation as recommended by the manufacturer.
4. Leave the work area in clean, safe and operable condition upon project completion.

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68. MAINTENANCE:

Upon request, the Contractor shall provide written instructions and/or on-site maintenance training for custodial staff at no additional charge to the Customer.

69. 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.

70. 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

71. PRODUCT AND INSTALLATION WARRANTY:

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions and those included in the IFB's specifications shall prevail; except, to afford the state maximum benefits, the state may avail itself of the Contractor's warranty if deemed more beneficial to the state.

1. Warranties shall be non-prorated and cover all related costs of replacement including material, freight and labor.
2. Installation warranty shall be for a minimum period of two (2) years from the date of substantial completion as acknowledged by the Purchaser and shall cover repair or replacement due to defects in the workmanship and shall include all material and labor, including, but not limited to, delivery, installation, removal, reclamation and other related services for all projects which fall within the scope of this Contract. See also [Section 16](#) of Attachment E – Service Requirements/Specifications.

All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

3. Material warranty resolution shall include a full room floor surface (tile replacement may not apply to a full room floor surface) or up to 100 times the affected area, which ever results in reasonable appearance and proper installation, to the satisfaction of the Purchaser.
4. Contractor reserves the right to inspect any claim, request photographs and/or samples prior to approving such claim.
5. Warranty support shall be timely and complete within 30 calendar days of initial notification to the Contractor, unless otherwise mutually agreed upon through a written notice to cure from the Purchaser to the Contractor. If resolution is not feasible within 30 calendar days, Contractor shall propose a schedule with bench marks for resolution to the Customer within 30 calendar days of initial notification.

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72. COST OF REMEDY:

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

73. LIFT SERVICE:

Contractor shall offer a furniture lift service and may charge a fee for this service. Lift System equipment allows installation of Modular Tiles without moving, packing, or disconnecting system furniture. Contractor will be responsible for any damage to the system furniture during the lifting process. All equipment and labor are included in the price.

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74. DELIVERY AND HANDLING:

A. Overall

Contractor shall transport all materials in a manner that prevents damage and distortion. All materials shall have packaging label listing manufacturer's name, product name, identification number and related information. Delivery shall be made in accordance with instructions on the Purchase/Field Order from each Purchaser. Contractor shall seek clarification from the ordering agency for any delivery instructions.

B. Equipment

Contractor shall provide all necessary equipment and personnel for unloading at the Purchaser's site. To the extent available, Purchaser may provide equipment and personnel to assist the Contractor in this activity, but ultimately the Contractor is responsible for unloading. Contractor shall ascertain the availability of Purchaser's equipment or personnel at the time of order placement or prior to scheduled pick-up.

C. Notice

Contractor shall provide an advance four (4) weeks delivery notice before shipping, and then follow-up with a three (3) working day final delivery notification. Purchaser shall immediately notify the Contractor of any delays in the schedule and coordinate a new mutually agreeable delivery schedule.

D. Additional Costs

There shall be no additional costs to the Purchaser for delivery with the exception of extraordinary situations as defined herein. Extraordinary situations shall be defined as situations in which the nature of the service requires the use special equipment, supplies, or subcontractors, (e.g. barges, airlift, cranes, etc.) that are outside typical or normal delivery/installation parameters. In these rare cases, the Contractor shall obtain prior approval from Purchaser for reimbursement and provide verification of costs upon request.

Special Road Permits/Fees or bridge restriction may impact delivery charges for a location. Any fees and permit costs necessary for transportation shall be direct pass through with no additional fees or charges to the Purchaser.

E. Restocking Fees

A restocking fee may only be charged on products ordered and that have been delivered to Purchaser's site. Restocking fee covers the cost of delivery and pick-up. Restocking fees may be waived, at the option of the Contractor.

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75. REMOVAL, RECYCLING AND DISPOSAL SERVICES:

Contractor shall provide services to remove existing flooring and related materials.

Contractor shall provide for dust control and property protection during the removal process. Purchaser shall pre-approve Contractor's dust control and property protection plans. Contaminants from removal activities may be contained by sealing doors and other openings with tape at head, jamb, and sill. Window exhaust systems to establish negative pressure in contaminant-producing work area, ensuring continuous flow of air into work area may be used. Seal exhaust system ductwork that might leak into building or mechanical systems.

Room surfaces (walls, ceilings and floors) shall be left free from dust, dirt and old adhesives, and be left in a condition appropriate to accept new materials.

Subfloors (Wood or Concrete) shall be free from dust, dirt and old adhesives in a condition appropriate to accept new flooring (in accordance with the floor preparation requirements described herein). Walls shall be left free from dust, dirt and old adhesives and be left in a condition appropriate to accept new wall base (if applicable). Touch up painting shall be the responsibility of the Customer.

Contractor shall dispose of all waste in accordance with federal, state and local laws, permits and regulations. All removed materials shall be removed from the site by the Contractor and disposed of properly. Contractor shall employ best efforts to recycle all materials and to minimize landfills and/or incineration disposal of materials.

Contractor agrees to keep written records of its material management at its corporate headquarters so that Purchasers may audit those records upon request, to ensure proper handling and disposition.

To the extent allowable by rules and laws, Contractor shall take responsibility and title to all waste materials when the material is in the sole possession of the Contractor.

Note on Asbestos: Purchaser shall provide testing for asbestos-containing materials if necessary. Any asbestos abatement will be the responsibility of the Purchaser. All carpet removed within the scope of this contract should not contain asbestos.

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A. Carpet

Contractor shall provide a recycling program for worn/used carpet and installation scraps. All waste carpet material generated within the scope of this Contract regardless of manufacturer, fiber type or construction must be shipped to a material recovery facility for recycling with exceptions for bio-contamination or hazardous waste which requires proper disposal in accordance with EPA guidelines on hazardous waste disposal.

For each order in which carpet is removed, the Contractor shall:

1. Remove used carpet and installation scraps and deposit into a container supplied by a licensed transporter of recyclable materials in accordance with the material recovery facility's requirements to assure that all materials will be recovered. (Adhesives shall be removed in accordance with the recommendations of the Carpet and Rug Institute (CRI). Adhesive removal solvents shall comply with Carpet and Rug Institute CRI Carpet Installation Standard 2009.
2. Provide the Customer with a certification of product recycling identifying the materials removed, quantities (estimated weight) and disposition of recovered materials (recycled, energy recovery, landfill), and may include identifying specific product components such as fiber type and backing materials. The certificate shall be sent to the Purchaser within sixty (60) days from the date of recycling/disposal, but in no case shall this exceed 365 days from the date of removal.

Bid Submittal: Bidder shall submit a detailed account of its recycling program and a signed, notarized acknowledgement from the Material Recovery Facility that the Bidder will utilize.

B. Resilient Flooring and Other Materials

Contractor shall remove and legally dispose of existing resilient flooring and other materials (wall base). When feasible, Contractor shall provide recycling of these materials to the greatest extent possible.

C. Reporting Requirements

The Contractor shall coordinate with OSP to formulate a mutually-acceptable reporting format for the purpose of monitoring Contractor's waste management program and tracking material status and disposition within 90 days of award.

76. FLOOR PREPARATION:

Floors shall be prepared in accordance with the manufacturer requirements for the product(s) to be installed. Sub-floors/underlayment shall be dry, clean, and smooth per manufacturer requirements. They shall be free from paint, varnish, solvents, wax, oil, and other foreign matter. Installation shall not proceed until sub-floor meets all manufacturer requirements.

In the absence of manufacturer requirements for floor preparation, use the CRI Carpet Installation Standard.

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A. Standard Floor Preparation

Contractor shall provide standard floor preparation at no additional charge to the Customer. Standard floor preparation includes the following:

1. Filling of sporadic hairline cracks 1/8" or less.
2. Filling sporadic small chips and depressions of 1/4" deep or less than 3/4" in diameter.
3. On wood floors, it includes the filling of sporadic nail or screw holes, and sporadic joints in the plywood substrate of 1/8" or less.
4. Broom sweeping of subfloors that are to receive new flooring.

B. Additional Floor Preparation

Circumstances such as structural damage and unusual floor problems which require work beyond the scope of floor preparation as described above shall be identified as Additional Floor Preparation on the Customer's estimate/quote and will be charged on a case-by-case basis. The time component shall be at the rate for [General Labor](#) quoted herein. All Additional Floor Preparation must be approved by the Customer before any charges may be assessed. Purchaser reserves the right to contract for Additional Floor Preparation separate from this contract. Additional Floor Preparation includes:

1. Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
2. Filling or floating rain-damaged concrete slabs.
3. Leveling or skim coating floors.
4. Repair to depressed or raised graining on wood surfaces.
5. Cutting and patching voids or bad wood plugs on wood surfaces.
6. Repairing or re-nailing defective underlayment.

77. MOISTURE TESTING:

A successful Bond and Moisture Test and/or Calcium Chloride Test for moisture shall be completed prior to starting all flooring installations at no additional charge to the Customer. These tests shall be performed in accordance with the manufacturer's requirements and/or [ASTM E-1907-04](#) Standard Practices for Determining Moisture-Related Acceptability of Concrete Floors to Receive Moisture-Sensitive Finishes and [ASTM F-1869-04](#) Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.

Testing shall be completed at no additional charge to the Customer, except if project conditions require more than two site visits or additional testing. In this case, Contractor is to provide Purchaser with an estimate/quote on a case-by-case basis.

Installation shall not proceed until sub-floor meets all manufacturer requirements for moisture.

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78. PROJECT ENVIRONMENT:

The ambient temperature, humidity conditions, and ventilation requirements shall be maintained in accordance with manufacturer requirements before, during and after installation.

All flooring materials shall be conditioned to room temperature as required by the manufacturer prior to starting the installation.

Purchaser is to provide as necessary access to water connections, electrical power and lighting to ensure service work can be performed in a safe environment. Purchaser shall provide adequate heating and cooling.

79. CLEANUP:

Contractor shall:

5. The Contractor shall remove all rubbish resulting from installation at the end of every day; the premises shall be left in a clean condition.
6. Remove excess adhesive, seam sealer and other surface blemishes from floor, base and wall surfaces using manufacturer's recommended cleaner without damage.
7. Sweep and vacuum entire floor space after installation as recommended by the manufacturer.
8. Leave the work area in clean, safe and operable condition upon project completion.

80. MAINTENANCE:

Upon request, the Contractor shall provide written instructions and/or on-site maintenance training for custodial staff at no additional charge to the Customer.

81. GENERAL LABOR:

Contractor shall provide an on-site labor charge for general labor. General labor includes but is not limited to additional floor preparation as described herein, miscellaneous repairs, carpet re-stretch services, etc.

82. WORK HOURS:

Installation shall be available during standard work hours (6:00 am to 7:00 p.m., Monday - Friday) (not to exceed an 8 hour work shift) and non-standard working hours (evenings, weekends, or holidays). The state anticipates that a majority (approximately 85%) of installations will occur during Non-Standard Hours. Bidders should submit pricing accordingly to accommodate such time frames. Contractor is to coordinate the appropriate hours for installation.

83. INSTALLATION WARRANTY:

The installation warranty shall be for a minimum period of two (2) years from the date of substantial completion and shall cover repair or replacement due to defects in the workmanship and shall include all material and labor, including, but not limited to, delivery, installation, removal, reclamation and other related services for all projects which fall within the scope of this Contract.

All materials or equipment provided shall be new, unused, of the latest model or design and of recent manufacture.

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84. **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.

85. **INQUIRIES & QUESTIONS:**

Any questions with regard to any aspect of this ITB should be e-mailed to Vicki.Macklin@state.de.us , faxed to Vicki Macklin at (302) 739-3779. Any questions pertaining to this ITB must be forwarded in writing either via e-mail or fax no later than March 15, 2011 at 12:00 p.m. EDT. All questions will be posted on the bids portal www.bids.delaware.gov by March 22, 2011.

86. **NUMBER OF COPIES WITH MAILINGS:**

One (1) copy of the Bid shall be submitted in a sealed package clearly marked with the name of the offeror and labeled GSS11108-CARPET_TILE, "CARPET, TILE & CARPET RECLAMATION". The one copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The offeror must also submit their response (completed Word and Excel) on one (1) CD's or diskettes **Failure to submit the required CD with all completed Word and Excel files will be rejected. PDF version of the bid will not be acceptable.**

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

C. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek 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 Vendor 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 ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. EXECUTION OF CONTRACT:

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

5. WARRANTY:

The successful Vendor(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.

6. THE CONTRACT(S):

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

7. INFORMATION REQUIREMENT:

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11108-CARPET TILES

Carpet, Tile and Carpet Reclamation

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Office of Management and Budget, Government Support Services by March 31, 2011 @ 1:00 P.M. EDT at which time bids will be opened.

NO MANDATORY PRE-BID MEETING

Proposals must be mailed to:

Office of Management and Budget
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

PUBLIC PROPOSAL OPENINGS

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

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

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

Office of Management and Budget
Government Support Services
100 Enterprise Place, Suite 4
Dover, DE 19904

NO PROPOSAL REPLY FORM

CONTRACT #GSS11108-CARPET_TILES CONTRACT TITLE: Carpet, Tile and Carpet Reclamation

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, 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 Vendor's List by so indicating below, or do not return this form or bona fide proposal.

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

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal 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 Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

STATE OF DELAWARE
Issuing Agency Name

CONTRACT NO.: GSS11108-CARPET_TILES TITLE: Carpet, Tile and Attachment 2
Carpet Reclamation
OPENING DATE: March 31, 2011 @ 1:00 P.M. EDT

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor 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 proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Office of Management and Budget, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal 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, Office of Management and Budget, 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 WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

CONTRACT NO. **GSS11108-CARPET_TILES**
Contract Name **Carpet, Tile and Carpet Reclamation**
PROPOSAL REPLY SECTION

COMPANY PROFILE & CAPABILITIES

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

1.	

2.	

3.	

CONTRACT NO. **GSS11108-CARPET_TILES**
Contract Name **Carpet, Tile and Carpet Reclamation**

Business References

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

2. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

3. Business Name/Mailing Address:
Contact Name/Phone Number:
Number of years doing business with :
Describe type of work performed:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
SUBCONTRACTOR INFORMATION FORM

ATTACHMENT 7

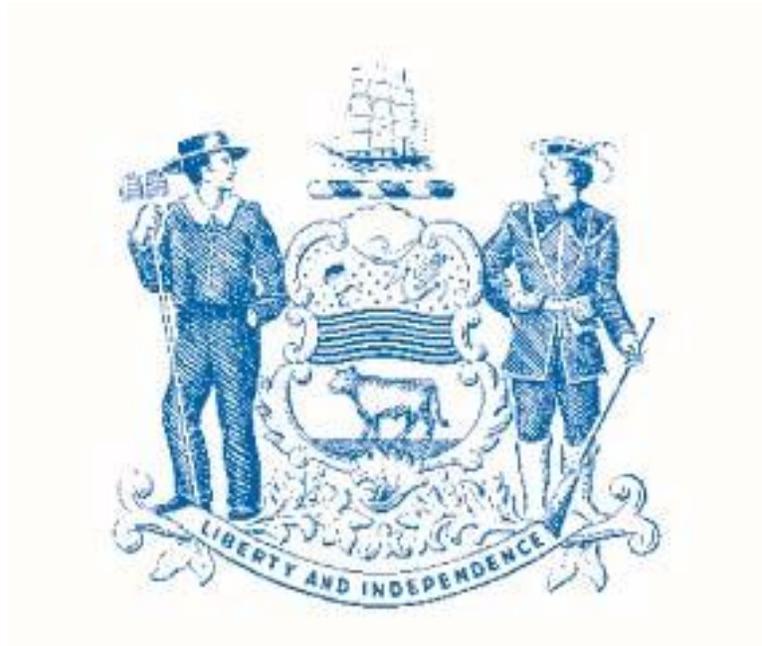
PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. Insert Contract Number	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Insert most recent OMWBE Certification Application found here:
http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf

State of Delaware

Office of Minority and Women Business Enterprise Certification Application



Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us
Website: www.state.de.us/omwbe
Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

ATTACHMENT 11

STATE OF DELAWARE
CARPET INSTALLATION CERTIFICATE

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

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

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

Attachment 12

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“**Principal**”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the _____ (“**Owner**”) (*insert State agency name*), in the amount of _____ (\$ _____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

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Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

SURETY

Name: _____

Witness or Attest: Address: _____

Name:

(Corporate Seal)

By: _____(SEAL)
Name:
Title:

STATE OF DELAWARE
Office of Management and Budget
Government Support Services
APPENDIX A
SCOPE OF WORK
TECHNICAL SPECIFICATIONS

1. SPECIFICATIONS COMPLIANCE:

Bidders must acknowledge specification compliance for each item submitted by checking the box on the Appendix B, Pricing Forms next to each specification. By submitting Bid and checking the box next to the line item, Bidder expressly warrants all products and services bid are at least equal in quality, performance and use to the specification or standard of quality identified in the solicitation. Any Bid containing a product that is not compliant with the specifications or of equal quality, performance and use to standard of quality identified in the solicitation shall be rejected as non-responsive.

To validate Bidder specification compliance, the state reserves the right to randomly sample Bidder submittals and investigate for compliance and/or disclose the Apparent Successful Bidder's proposed product information to other Bidders in the "Intent to Award" award notice to allow other Bidders an opportunity to scrutinize and challenge specification compliance. The state will then in its sole discretion decide if specification compliance has been satisfied and reserves the right to not entertain Bidder specification compliance challenges following contract award.

2. STANDARD OF QUALITY:

Specifications that include a brand/trade name are only intended to establish a standard of quality against which other brand will be evaluated. Specifications contained in this solicitation are intended solely to clearly describe type, quality, performance and use, and are not intended to be restrictive. So as not to misrepresent the requirements of this solicitation, brand/type references other than those specified will be considered on the basis of whether products bid are at least equal to quality, performance and use of the standard of quality identified in the solicitation.

Upon request, Bidder shall submit complete documentation with bid sufficient to establish all products and services are at least equal in quality, performance and use to the standard of quality identified in the solicitation. Failure to do so may result in rejection of the bid as being non-responsive.

By submitting bid, bidder expressly warrants all products and services bid are at least equal in quality performance and use to the standard of quality identified in the solicitation. Any bid containing a brand this is not of equal quality, performance and use to the standard of quality identified in this solicitation may be rejected as non-responsive.

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3. ADHESIVES AND SEALANTS:

Volatile Organic Compound (VOC) content must be less than the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, and all aerosol adhesives must meet the Green Seal Standard GS-36 requirements in effect on October 19, 2000.

4. REILIENT MATERIALS:

Must meet CHPS 01350 IAQ Test; passes and listed. Third party certified under the FloorScore IAQ testing program.

Must meet the requirements of the Americans with Disabilities Act Guidelines for static coefficient of friction as manufactured.

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1 CARPET

A. BROADLOOM	
Category A – “Moisture Barrier Broadloom”	(Best)
For heavy to severe traffic areas and demanding environments that encounter frequent exposure to moisture (e.g. walk off water and high frequencies of wet cleanings and spills) such as building entrances, public spaces, corridors, and heavily-used offices (may include walk off mats). (Requirements)	
Category B – “Performance Broadloom”	(Better)
For moderate to heavy traffic areas and spaces subject to multiple wet cleanings such as commercial office and administrative spaces. (Requirements)	
Category C – “Latex Broadloom”	(Good)
For light to moderate traffic areas and limited-use spaces such as private offices, conference rooms, some administrative areas and residential facilities. Upgraded designs and styles may be requested for these spaces. May also include short-term tenant improvement and budget-driven projects. (Requirements)	
B. MODULAR TILE	
Category A – “High Performance Modular Tile”	(Best)
For heavy to severe traffic areas and demanding environments that encounter frequent exposure to moisture (e.g. walk off water and high frequencies of wet cleanings and spills) such as building entrances, public spaces, corridors, and heavily-used offices (may include walk off mats). (Requirements)	
Category B – “Standard Performance Modular Tile”	(Better)
For moderate to heavy traffic areas and spaces subject to multiple wet cleanings such as commercial office and administrative spaces. (Requirements)	
Category C – “Light Duty Modular Tile”	(Good)
For light to moderate traffic areas and limited-use spaces such as private offices, conference rooms, some administrative areas and residential facilities. Upgraded designs and styles may be requested for these spaces. May also include short-term tenant improvement and budget-driven projects. (Requirements)	

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MINIMUM REQUIREMENTS

	<u>Category A</u>	<u>Category B</u>	<u>Category C</u>
A. Broadloom	Moisture Barrier Broadloom	Performance Broadloom	Latex Broadloom
B. Modular Tile	High Performance Modular Tile	Standard Performance Modular Tile	Light Duty Modular Tile
Warranty Minimums	25 years against: <ul style="list-style-type: none"> • Wear • Static Charge • Dimensional Stability • Edge Ravel • Delamination • Tuft Bind • Adhesion to Subfloor • Stain Resistance • Colorfastness 	15 years against: <ul style="list-style-type: none"> • Wear • Static Charge • Dimensional Stability • Edge Ravel • Delamination • Tuft Bind • Adhesion to Subfloor • Stain Resistance • Colorfastness 	10 years against: <ul style="list-style-type: none"> • Wear • Static Charge • Dimensional Stability • Edge Ravel • Delamination • Tuft Bind
Sustainability	NSF 140-2007 Gold	NSF 140-2007 Gold	NSF 140-2007 Gold
Indoor Air Quality (Includes Adhesives)	CRI Green Label Plus	CRI Green Label Plus	CRI Green Label Plus
Static Charge	≤ 3.5 kV; in accordance with AATCC 134	≤ 3.5 kV; in accordance with AATCC 134	≤ 3.5 kV; in accordance with AATCC 134
Flammability	Passes DOC-FF-1-70 Pill Test	Passes DOC-FF-1-70 Pill Test	Passes DOC-FF-1-70 Pill Test
Radiant Panel Test	Meets NFPA Class 1; when tested per ASTM E-648 glue down	Meets NFPA Class 1; when tested per ASTM E-648 glue down	Meets NFPA Class 1; in accordance with ASTM E-648 glue down
Smoke Density	NBS Smoke Chamber NFPA-258 - Less than 450 flaming mode	NBS Smoke Chamber NFPA-258 - Less than 450 flaming mode	NBS Smoke Chamber NFPA-258 - Less than 450 flaming mode
Dimensional Stability (Tile Only)	Passes AACHEN Test	Passes AACHEN Test	Passes AACHEN Test
Appearance Retention	CRI ARR ≥ 3.5	CRI ARR ≥ 3.0	CRI ARR ≥ 2.5
Construction	Tufted; 100 % Synthetic	Tufted; 100 % Synthetic	Tufted; 100 % synthetic
Surface Texture	Loop	Loop	Cut , Loop, or Cut & Loop
Design, Coloration, and Pattern	Multi-colored; Patterns or Non-Patterns	Multi-colored; Patterns or Non-Patterns	Solid or Multi-colored; Patterns or Non-Patterns
Dye Method	Solution, Yarn, or a blend thereof	Solution, Yarn, or a blend thereof	Solution, Yarn, or a blend thereof
Yarn Type	100% Nylon, Type 6 or 6,6.	100% Nylon, Type 6 or 6,6.	100% Nylon, Type 6 or 6,6.

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Primary Backing	Woven Polypropylene or equal	Woven Polypropylene or equal	Woven Polypropylene or equal
Bonding Agent	Impervious to moisture (Unaffected by water); No Latex	Impervious to moisture (Unaffected by water); No Latex	Latex
Secondary Backing: Broadloom	Moisture barrier required	Performance backing system (No Action Back or Unitary)	Action Back or Unitary
Secondary Backing: Modular Tile	Closed cell thermoplastic or vinyl	Closed cell thermoplastic or vinyl	Closed cell thermoplastic or vinyl

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WARRANTIES AND DEFINITIONS

Warranties shall be non-prorated and cover all related costs of replacement including material, freight and labor where the carpet has been installed and maintained in accordance with CRI's recommended guidelines.

Contractor shall be not responsible for damage resulting from (1) abnormal use, (2) water, storm or flood damage, (3) use of improper cleaning agents, and (4) exposure to substances or contaminants which degrade or destroy the face fiber or color of the carpet.

Wear	Carpet will lose no more than 10% of the face fiber, by weight, during the warranty period.
Static Charge	Carpet will not generate static build up in excess of 3.5 kV, during the warranty period.
Dimensional Stability: Broadloom	Carpet shall not shrink or stretch during the warranty period.
Dimensional Stability: Modular Tile	Carpet shall not shrink, stretch, cup, buckle, bubble, edge curl, dome or dish during the warranty period.
Edge Ravel	Carpet will not unravel along seams during the warranty period. (no seam sealers required)
Delamination	Carpet will not delaminate from the secondary backing during the warranty period. (chair pads are not required)
Tuft Bind	Carpet backing compound will securely encapsulate the tuft base during the warranty period. (no zippering during the warranty period)
Adhesion to Subfloor	Carpet will bond to a properly prepared subfloor during the warranty period. (Subfloor must meet CRI's recommended floor preparation protocols)
Stain Resistance	Carpet will resist common stains at conventional pH levels during the warranty period (i.e. common stains may be cleaned with water and mild detergent or by following CRI-recommended protocols). Excludes exposure to substances or contaminants which degrade or destroy nylon yarn or the color of the carpet.
Colorfastness	Carpet will not lose color due to (1) ozone fading, (2) light fading, or (3) wet/dry crocking during the warranty period.

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2 RESILIENT FLOORING AND ACCESSORIES

Walk Off Mats, Vinyl Composition Tile (VCT), Sheet Vinyl, Linoleum, Wall Base, Stair Materials, and Transitions are to be bid as per the brands shown on this bid.

A. VCT

1. Standard Grade

Armstrong Standard Excelon Imperial Texture (1/8 inch thickness); Mannington Essentials or Designer Essentials (1/8 inch thickness); or equal

2. Premium Visual Grade

Armstrong Migrations, Stonetex, or Art Effects (1/8 inch thickness); Mannington Brushworks, Solid Point, or Color Point (1/8 inch thickness); or equal

B. RUBBER WALL BASE

1. 4"

4" Coved toe profile Johnsonite TP series; Roppe 700 Series; or equal

2. 6"

6" Coved toe profile Johnsonite TP series; Roppe 700 Series; or equal

3 ADDITIONAL FLOORING OPTIONS

Bidder may include additional products appropriate to the scope of this IFB here. This category is intended to provide customers with options for additional or special applications. Submittals for this category will not affect the outcome of the bid evaluation. Only the Apparent Successful Bidder's submittals for this category will be considered. The state reserves the right to not award any items in this category.

A. OTHER FLOORING MATERIALS

While the scope of this solicitation contemplates carpeting, resilient flooring, and typical accessories, the state recognizes the occasional need and in some cases a growing demand for other flooring materials. (i.e. Rubber flooring, safety/specialty flooring, Luxury Vinyl Tile options, entry system options, etc.).

All submittals must meet standard industry specifications and warranty requirements and will be reviewed for indoor air quality and sustainability attributes.

B. SPECIALTY CARPET

The state recognizes the availability of carpet products that accommodate additional or special applications (i.e. enhanced spill/stain resistance or static protection, additional entry system options, healthcare requirements, gym/multipurpose applications, etc.). This category is intended to provide solutions for Purchasers that have requirements for functionality beyond that specified herein.

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Must be Green Label Plus certified, meet standard industry specifications and warranty requirements and will be reviewed for sustainability attributes.

C. ENVIRONMENTALLY PREFERABLE CARPET

The intent of this category is to provide users with environmentally preferable carpet options. Includes Broadloom and Carpet Tile.

Bidder shall indicate the [category](#) for which each EPP submittal is intended on the [Price Worksheet](#). Must meet minimum requirements as set forth [herein](#) and must meet the following requirements:

- Minimum NSF/ANSI 140-2007e Platinum
- Non-PVC Backing
- Face fiber must be recyclable back into carpet face fiber

D. ADDITIONAL CARPET BACKING OPTIONS

The state recognizes the availability of additional carpet backing options.

Finished product must meet minimum requirements as set forth [herein](#).

E. OTHER INCIDENTALS

Includes patching/self-leveling material, sealants & membranes, specialty adhesives, etc.

All submittals must meet standard industry specifications and warranty requirements and will be reviewed for indoor air quality and sustainability attributes.

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APPENDIX B
Pricing Forms

Office of Management and Budget, Government Support Services needs to delete this page and add, if applicable, their Appendix B spreadsheet for vendor use in pricing of RFP.