



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

March 5, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4553

SUBJECT: **AWARD NOTICE – ADDENDUM 2**
CONTRACT NO. GSS11108-CARPET_TILES
Carpet, Tiles and Carpet Reclamation

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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

2. CONTRACT PERIOD:

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

This contract has been extended through June 30, 2013.

3. VENDORS:

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GSS11108-CARPET_TILES01 Tri State Carpet, Inc. 2 South Poplar Street Wilmington, DE 19801 Contact: Tom Hicken Phone: (302) 654-8193 Fax: (302) 654-6918 Email: thicken@tristatecpt.com FSF ID: 0000026143	GSS11108-CARPET_TILES02 Carpet Resources, Inc. 801 Wincrest Place Great Falls, VA 22066-2736 Contact: H. Clif Saylor Phone: 703-757-7605 Fax: 703-757-7606 Email: clifsaylor@cox.net FSF ID: 0000084247
GSS11108-CARPET_TILES03 Flooring Solutions, Inc. PO Box 30000 Wilmington, DE 19805 Contact: Dominic A. Marra Phone: (302) 655-8001 Fax: (302) 655-7213 Email: dmarra@flooringsolutions.org FSF ID: 0000028899	GSS11108-CARPET_TILES04 Corporate Interiors, Inc. 223 Lisa Drive New Castle, DE 19720 Contact: Fred Leone Phone: (302) 323-9100 Fax: (302) 323-9251 Email: fleone@corporate-interiors.com FSF ID: 0000018235

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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As negotiated by vendor and Agency per project.

6. PRICING:

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Prices will remain firm for the term of the contract year.

See attached Pricing Spreadsheet.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

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

8. PAYMENT:

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

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

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

11. HOLD HARMLESS:

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

12. NON-PERFORMANCE:

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

13. FORCE MAJEURE:

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

14. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

15. 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.

16. 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.

Contract No.: GSS11108-CARPET_TILES

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 jams, 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.
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

4. 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.

5. **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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

22. 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, whichever 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.

23. 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.

24. 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.

25. 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.

26. 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.

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.

27. 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.

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.

28. 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.

29. 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.

30. CLEANUP:

Contractor shall:

The Contractor shall remove all rubbish resulting from installation at the end of every day; the premises shall be left in a clean condition.

Remove excess adhesive, seam sealer and other surface blemishes from floor, base and wall surfaces using manufacturer's recommended cleaner without damage.

Sweep and vacuum entire floor space after installation as recommended by the manufacturer.
Leave the work area in clean, safe and operable condition upon project completion.

31. 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.

32. 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.

33. 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.

34. 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.

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)	

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: • Wear • Static Charge • Dimensional Stability • Edge Ravel • Delamination • Tuft Bind • Adhesion to Subfloor • Stain Resistance • Colorfastness	15 years against: • Wear • Static Charge • Dimensional Stability • Edge Ravel • Delamination • Tuft Bind • Adhesion to Subfloor • Stain Resistance • Colorfastness	10 years against: • 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.

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

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.

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

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.

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.

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

STATE OF DELAWARE
CARPET INSTALLATION CERTIFICATE

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

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

Date: _____ Signature _____
Print or Type Name