

SUBMIT BID TO:
PROCUREMENT SERVICES
UNIVERSITY OF FLORIDA
971 ELMORE DRIVE

PO Box 115250
GAINESVILLE, FL 32611-5250

Phone: (352) 392-1331 - FAX: (352) 392-8837

Web Address: <https://procurement.ufl.edu/>



INVITATION TO BID

Commodity

Acknowledgment Form

Page 1 of 32 pages Plus Attachment A		BID WILL BE OPENED: January 6, 2022 at 3:00 PM local time and may not be withdrawn within 90 days after such date and time. Non-Mandatory Pre-bid: December 9, 2021 at 2:00 PM local time.		BID NO.: ITB22KO-123	
DATE: 11/30/2021		PROCUREMENT AGENT:		BID TITLE: Annual Contract for Floor Covering Purchase and Installation	
VENDOR NAME					
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID			
CITY - STATE - ZIP CODE		POSTING OF BID TABULATIONS Bid tabulations with intended award(s) will be posted electronically for review by interested parties at https://procurement.ufl.edu/ and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.			
AREA CODE	TELEPHONE NO.				
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the

University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.

AUTHORIZED SIGNATURE (MANUAL)

NAME AND TITLE (TYPED)

GENERAL CONDITIONS

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at <https://procurement.ufl.edu/>. Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.

(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.

(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and

services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. VENDOR OMBUDSMAN: The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to the Procurement Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be

considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

8 NOTICE OF BID PROTEST BONDING REQUIREMENT: Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. **FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.**

9. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

10. LEGAL REQUIREMENTS: Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

11. LOBBYING: Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

12. ADVERTISING: In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

13. ASSIGNMENT: Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. LIABILITY: The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

15. FACILITIES: The University reserves the right to inspect the vendor's facilities at any time with prior notice.

16. ADDITIONAL QUANTITIES: For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

17. SERVICE AND WARRANTY: Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

18. SAMPLES: Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

19. INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

21. CONFLICT BETWEEN DOCUMENTS: If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

24. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

25. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE: The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

(a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."

(b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.

(c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.

(d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.

(e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected

27. E-VERIFY COMPLIANCE: Agency is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Vendor affirms and represents that it is registered with the E-Verify system and are using same, and will continue to use same as required by Section 448.095, Fla. Statute.

END OF SECTION

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

1. **YEARLY CONTRACTS - Purpose and Scope:** To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities or services listed on the schedule of items. Commodities or services will be ordered from time to time in such quantities as may be needed to fill any requirements of the University of Florida. As it is impossible to determine the precise quantities that may be needed the contractor is obligated to deliver any of the items or combination of items contracted for in accordance with the General and Special Conditions of this bid.
 - a. **Term of Contract**—The effective period of contract resulting from this bid will be from date of award through December 31, 2022. The University of Florida shall have the option to renew this bid for two (2) additional one (1) year periods upon written notice to and acceptance by the contractor.
 - b. **Supply Requirements** – The contractor shall be able to deliver all items which may be requested during the contract term in accordance with the terms and conditions of this bid. In the event the contractor cannot supply any item for any reason, it will be the contractor’s responsibility to temporarily supply another item of equivalent quality at contract prices as an emergency measure, subject to prior approval of University Purchasing. Determination of equivalency of the item shall be the responsibility of University Purchasing, whose decision shall be final.
 - c. **Delivery Requirement** - Delivery will be made within 10 days to the "Ship To" address specified on each Purchase Order unless otherwise specified at the time of order.

If requested, sufficient time will be allowed the contractor to acquire adequate stock after award is made; such time should not exceed 30 days from the notice of award.

- d. **Placement of Orders** - The following office may issue purchase orders against any contract resulting from this bid:

University of Florida Procurement Services
PO Box 115250 / 971 Elmore Drive
Gainesville FL 32611-5250

Orders will be placed using one of the following:

- Purchase order for fixed quantities and delivery/installation.
 - Amount Only Purchase Order for items covered by the contract which will be ordered on an “as needed” basis. Each order will specify an estimated dollar amount to cover anticipated purchases, which may be increased or decreased by Change Order. Authorization to ship items may be in a verbal or written form.
 - UF Credit Card.
2. **AWARD** – Award will be made in the best interest of the university to a pool of vendors which meet the requirements specified herein. After award, it will be up to the discretion of the university which of the awarded vendors will be selected to quote individual projects or provide products under this contract. Award does not guarantee work.

3. **BID PRICING EVALUATION** – Bids will be evaluated on a points system. The Bidder's unit prices will be assigned points. The value of the points will be determined by the number of bidders, with the lowest bidder receiving highest point value and how the unit price compares to each corresponding unit price submitted by other bidders. If, for example, there are four bidders, the maximum number of points given to each unit price will be four points to the lowest bidder. The next lowest price will be assigned three points, and so on, down to the highest unit price which will be assigned one point. Unit price items answered by "no charge" (N/C) or Zero dollars (\$0.00) will be assigned the highest number of points. Unit price items answered by "not available" (N/A) or no response will be given zero points. It is to your advantage to fill in every line item. The Bidder's Overhead and Profit shall be included as a part of the unit price for each individual item.
4. **CANCELLATION** - University Purchasing, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.
5. **RIGHT TO TERMINATE** - In the event that any of the provisions of a contract resulting from the bid award are violated by the successful bidder, the University may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and unless within ten (10) days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction are made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of such bidder and his surety for any and all such violations(s) shall not be affected by any such termination.

NON-MANDATORY PRE-BID MEETING - A non-mandatory pre-bid meeting will be held on **December 9, 2021 at 2:00 PM**. This meeting will be held remotely, by Zoom, and is open to interested bidders, prospective subcontractors, and any other interested parties. Click [HERE](#) to join the meeting.

The purpose of this conference is to hear any and all questions arising from this Invitation to Bid. Answers to any questions that might arise will be in the form of an Addendum to the Invitation to Bid, prior to the bid opening. Addenda should be acknowledged by signing the cover page of the Addendum and returning with your bid.

6. **INQUIRIES** - The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by bidders must be requested of UF Procurement Services, in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum. Direct all inquiries to Karen Olitsky, Procurement Agent III, kolitsk@ufl.edu.

The University will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within five (5) University business days.

All addenda will be posted to UF Procurement Services' web site only:

<https://procurement.ufl.edu/vendors/schedule-of-bids/>

Bidders who want the addenda supplied to them in another form must notify the Procurement Agent listed above of that request. Otherwise, it will be the bidder's responsibility to check the web site for any additional information and addenda concerning this ITB. Addenda should be acknowledged by signing the cover page of the Addendum and returning with your bid.

The University may not respond to any questions/requests for clarification that require addenda, if received by the University after **December 16, 2021 at 5:00 PM**.

- 7. BID SUBMITTAL** – All bids should include a completed and signed University of Florida Invitation to Bid Commodity Acknowledgement Form, Attachment A - Price Page, Attestation of Principal Place of Business, and any Addenda. Submit one (1) complete original bid and one (1) complete electronic copy, on flash drive or CD/DVD, in a sealed envelope, with the following information on outside of the envelope: bid number, date and time of bid opening, and company name.

Bids are due no later than January 6, 2022 at 3:00PM.

Late bids, emailed bids or faxed bids will not be accepted.

- 8. BID DELIVERY** - If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.

If the bid will be hand delivered or if the bid will be delivered by a service other than the U.S. Postal Service regular mail, i.e., Federal Express, United Parcel Service, Courier, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgment form.

Display the following information on outside of the envelope: bid number, date and time of bid opening, and company name.

- 9. ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Request for Proposal.
- 10. CONFIDENTIALITY** – From the date of issuance of this ITB, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the University Purchasing Authority, in writing, for purposes of clarification only.
- 11. VENDOR'S EXPENSE** – All proposals submitted in response to the ITB must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Bid. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.

- 12. QUALIFICATIONS OF BIDDERS** - This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified. If the bidder has not been pre-qualified with University Purchasing within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:
- a. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
 - b. Experience record showing bidder's training and experience in similar work.
 - c. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.
- 13. AVAILABILITY OF FUNDS** - The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.
- 14. F.O.B. POINT** – The F.O.B. Point shall be destination. Exact delivery point will be indicated on the Purchase Order.
- 15. DELIVERY COSTS** - All costs for delivery, storage, freight, and packing are to be prepaid by the contractor, FOB, University of Florida or address as listed in the Invitation to Bid.
- 16. AS SPECIFIED** - A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be returned to the vendor, at no expense to the University, and vendor will be required to deliver items meeting specifications or be held in default in accordance with General Condition #22 of this bid.
- 17. WARRANTY** - The successful bidder shall furnish factory warranty on all equipment furnished against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the University. Should any defect in material or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the University immediately upon written notice from University Purchasing. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or neglect by the University, acts of God, fires, floods, and hurricanes.
- 18. DEBRIS** - Successful bidder shall be responsible for the prompt removal of all debris which is a result of delivery, assembly, or installation.
- 19. CHANGES IN THE WORK - CONSTRUCTION** - The University may order in writing extra work or make changes by altering, adding to or deducting from the work, the Contract Sum and Time of Performance being adjusted accordingly. The value of any such change shall be determined by estimate and acceptance of a lump sum. Claims by the Contractor for extra cost must be made in writing before executing the work involved.
- 20. NOTICE TO CONTRACTORS OF ASBESTOS-CONTAINING MATERIALS IN UNIVERSITY BUILDINGS** - Asbestos containing materials (ACM) can be found in almost any building in the United States more

than 10 years old. The University of Florida is no exception. The types of asbestos most commonly found are pipe and boiler insulation, fireproofing, hard panels known as "Transite", floor tile, and spray or trowel-applied ceiling finishes. ACM is generally not hazardous if left undisturbed.

The University has implemented an Asbestos Program to assure safe management and removal of ACM. Contractors, consultants, and other vendors providing service to the University may encounter ACM and must, therefore, comply with the following instructions:

- a. Avoid disturbing suspected ACM. Exercise caution and watch for possible ACM.
- b. If it is necessary to disturb ACM, first notify the appropriate Division Asbestos.
- c. Representative listed in this notice, or the University of Florida Asbestos Coordinator, before proceeding with your work. You shall take whatever precautions are necessary to protect humans' health and the environment, and comply with all applicable Federal, State, and Local laws pertaining to asbestos.
- d. If you require additional information on possible locations of ACM in a particular building, contact the Asbestos Representative from the Division for which you are working.

<u>Division</u>	<u>Asbestos Representative</u>	<u>Telephone</u>
Facilities Services	Assistant Director	(352) 392-6351
Health Center	Assistant Director	(352) 273-5991
Housing	Assistant Director	(352) 846-4795
IFAS	Associate Director	(352) 294-3821
Reitz Union	Maintenance Superintendent	(352) 392-1617

- 21. INSURANCE**— The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire.

Contractors Liability Insurance - The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$1,000,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment. Please note that the University of Florida Board of Trustees must be named "additional insured" on general liability policies.

Automobile Liability - The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence. Please note that the University of Florida Board of Trustees must be named "additional insured" on automobile liability policies.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

22. PROTECTION OF PROPERTY - The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

23. OSHA REGULATIONS - It is the responsibility of the contractor to ensure that ALL OSHA regulations applying to this job are adhered to at all times.

24. SECURITY REQUIREMENTS – The following list of requirements are to be met by awarded contractor and their employees, while they are engaged in projects at UF.

- a. Any work area located on UF Campus comes under the jurisdiction of the University of Florida Police Department (UFPD). Any incident requiring police service should be immediately reported to UFPD at 352-392-1111.
- b. All employers are prohibited from allowing employees to work on campus who have been convicted of violent crimes. Contractor is required to take adequate measures to ensure that the employees working on campus are not wanted for criminal offenses.
- c. Contractor and their employees are to park their business and personal vehicles in authorized areas only. Parking permits are required for all personal and business vehicles and are obtainable from Transportation and Parking Services located at 1273 Gale Lemerand Drive, Gainesville, FL. It is the responsibility of the contractor and employees to know the parking rules and regulation of UF. Further information can be found at <https://taps.ufl.edu/decals/>.
- d. Contractor's employees are not permitted to enter UF buildings unless it is directly related to their job duties. Restrict activities of employees to authorized areas. Employees shall not be allowed to mingle in student or public areas.
- e. Students, faculty and staff of UF are not to be harassed, disturbed or in any way disrupted in their lawful pursuits. Sexual harassment shall be reported to UF's Title IX Coordinator and Deputy Title IX Coordinator for Students as per the following policy: <https://hr.ufl.edu/forms-policies/policies-managers/sexual-harassment/>
- f. Contractors and employees are to obey all laws and rules of the State of Florida and the University of Florida when they are on UF property.
- g. Contractor and employees shall secure all property to reduce theft or damage to equipment or property. Contractor is expected to work with UFPD as necessary and participate in crime prevention efforts.

- h. Awarded contractor shall provide identification badges for all personnel working on the site and shall require continuous use (wearing) of same at all times. Badge shall display photograph, name of employee and company for which employee works.
- i. Awarded contractor shall keep a daily log of all employees, visitors and other personnel that enter the jobsite. Said log shall be accessible to UFPD upon request.
- j. Awarded contractor shall submit the names and date of birth of their employees to UFPD, Special Events Coordinator, Building 51, Museum Road, PO Box 112150, Gainesville, FL 32611. All contractors who employ work release employees must also be reported to UFPD and be specifically noted as such. Periodic updates are required as employees terminate and are employed.

25. PRICE ESCALATION – For the first term of the contract, prices shall be fixed. Request for increases must be submitted in writing to procurement@ufl.edu, 30 days prior to the end of the current term, for review by UF Procurement Services. The appropriateness of increase requests must be supported by documentation of increases in key cost drivers supplied and analysis of changes in the Producer Price Index (PPI) Commodity Code for manufacturing industries (PCUOMFG-OMFG). Changes will be assessed for the 12 months prior to the request. Annual price increases will be limited to a maximum of four percent (4%) per year.

26. QUARTERLY REPORTS – The successful bidder agrees to furnish quarterly summary of total sales made under this contract.

27. PUBLIC ENTITY CRIME - A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime (Section 287.133 Florida Statutes).

28. FEDERAL DEBARMENT - By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5).

29. DISCRIMINATION – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as

a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

30. EQUAL OPPORTUNITY - University of Florida is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability. **The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), (or for construction contractors, 41 CFR § 60-4.3(a)), 60-300.5(a) and 60-741.5(a), and Executive Order 11246, as amended. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to the aforementioned protected groups.**

31. PRISON REHABILITATIVE INDUSTRIES - IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERSITY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD).

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE CONTRACTOR CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this CONTRACT and can satisfy the terms of this CONTRACT with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.

- 32. USE OF TERMS:** - The terms University of Florida, University, UF, and any UF Department Name (i.e. Department of Housing and Residence Education, Planning Design and Construction, Facilities Services, etc.) are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.
- 33. OTHER PURCHASERS** – With the consent and agreement of the successful bidder(s) purchases may be made under this ITB by other state universities, community colleges, district school boards, other educational institutions, and other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the solicitation.
- 34. SMALL BUSINESS PROGRAM** - University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive, and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University's Small Business Program contact Dwan Courtney, Director of Small Business and Supplier Diversity, 352-392-0380.
- 35. AMERICANS WITH DISABILITY ACT** - If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact 352-392-1331 or email procurement@ufl.edu, three (3) business days prior to either Pre-Proposal meeting or Proposal opening.
- 36. NOTICE TO CONTRACTOR: - E-VERIFY COMPLIANCE; UNAUTHORIZED ALIEN WORKERS.** By entering into a contract with UF, Vendor is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Vendor affirms and represents that it is registered with the E-Verify system and are using same and will continue to use same as required by Section 448.095, Florida Statutes. The Vendor's employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized alien workers, such violation shall be cause for UF'S unilateral cancellation of the Agreement.
- 37. CONTRACTOR SHALL IMPLEMENT** - a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.
- 38. TOBACCO-FREE CAMPUS POLICY** – As of July 1, 2010 the University of Florida campus has been tobacco-free. The use of cigarettes or other tobacco products in UF buildings, parking lots, or in vehicles in these areas is prohibited. The successful vendor is expected to respect this smoke free policy and fully comply with it.
- 39. ITB INTERPRETATION** – Interpretation of the wording of this document will be the responsibility of the University and that interpretation will be final and binding.

40. LIMITATION OF REMEDIES - Contractor's entire liability and the State's exclusive remedy shall be as follows:

In all situations involving performance or non-performance of machines or programming furnished under this Agreement, the State's remedy is (a) the adjustment or repair of the machine or replacement of its parts by Contractor, or at Contractor's option, replacement of the machine or correction of programming errors, or (b) if, after repeated efforts, Contractor is unable to install the machine or a replacement machine, model upgrade of feature in good working order, or to restore it to good working order, or to make programming operate, all as warranted, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition. For any other claim concerning performance or non-performance the Contractor pursuant to, or in any other way related to the subject matter of, this Agreement or any order under this Agreement, the State shall be entitled to recover actual damages to the limits set forth in this Special Condition.

Contractor shall hold and save the State harmless for any and all suits and judgments against the State for personal injury or damage to real or personal property caused by Contractor's tortious conduct in the performance of this Agreement provided that, (a) the State promptly notified Contractor in writing of any claim, and (b) Contractor shall be given the opportunity, at its option, to participate and associate with the State in the control, defense and trial of any claims and any related settlement negotiations and, provided further, that with respect to any claim or portion thereof for which Contractor agrees at the initiation of such claim that Contractor shall save and hold the State harmless.

In no event, however, will Contractor be liable for (a) any damages caused by the State's failure to reform the State's responsibilities, or for (b) any lost profits or other consequential damages, even if Contractor has been advised of other party, except as provided in the hold harmless provision of the preceding paragraph of this Special Condition and except as provided in the General Condition entitled "Patents and Royalties", or for (c) any damages caused by performance or non-performance of machines or programming located outside the United States or Puerto Rico.

41. FLORIDA PREFERENCE—Preference for Florida Based Vendors for Purchases of Personal Property in accordance with 287.084 Florida Statute; a preference shall be provided to vendors with a principal place of business in Florida. If the lowest responsible and responsive bid for personal property is from a vendor whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase of personal property to a vendor in such state or political subdivision, as applicable, then the University shall grant the same preference to the Florida based vendor with the lowest responsible and responsive bid received pursuant to this Invitation to Bid.

If the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase of personal property to a vendor in such state, then the University shall grant a preference in the amount of 5 percent to the lowest and responsive Florida base vendor.

For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, provide a written opinion from a licensed attorney in its state specifying (a) the preference(s) granted by the state or political subdivision and (b) how the preference(s) is/are calculated.

The attached Attestation of Principal Place of Business must be completed and returned with your ITB response.

- 42. PUBLIC RECORDS** - All proposal information submitted and opened becomes subject to the public records law set forth in Chapter 119 Florida Statutes.

Any resulting Agreement may be unilaterally canceled for refusal by the vendor to allow public access to all documents, papers, letters, or other materials made or received by the Successful Vendor in conjunction with the Agreement and subject to the provisions of Chapter 119. Florida Statutes.

Attestation of Principal Place of Business**University of Florida ITB22KO-123, Annual Contract for Floor Covering Purchase and Installation**

Name of Bidder: _____ Business Name: _____

Identify the State in which the Bidder has its principal place of business: _____

Bidder's Signature: _____ Title: _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply may be considered as non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**(To be completed by the Attorney for an Out-of-State Bidder)**

NOTICE: §287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also § 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**(Please Select One)**

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that State: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**Please Select One)**

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney: (_____) _____ - _____

Email address of out-of-state Bidder's attorney: _____

Attorney's states of bar admission: _____

SCOPE OF WORK

The University of Florida (UF) is seeking a pool of vendors to provide all materials, supplies, equipment and labor necessary to provide and install floor coverings, as specified in the attached floor covering specifications, in UF buildings including but not limited to dormitories, offices, conference rooms and classrooms. This contract is for various types of carpet, vinyl composite tile, luxury vinyl tile, and ceramic, porcelain and quartz tiles, with associated accessories.

For bid purposes, it should be noted that UF expects to commit \$500,000+ per year for this contract, however the contract does not guarantee a specific quantity of business.

Bid pricing shall include all removal and proper disposal of current flooring as required for job installation. Contractor will be responsible for removing and/or moving and replacement of all furniture as necessary for the completion of each job.

RECYCLING: Contractor shall be responsible for the recycling/removal of all existing carpet, pad, scraps, and debris from UF campus.

UF is striving to be a leader in sustainability through innovative sustainable practices and as such we are encouraging our contract vendors to do the same.

The vendor agrees to abide by all state and local carpet disposal regulations.

Failure to follow through with these requirements shall be considered defaulting on the contract requirements and could be subject to termination of the agreement.

The contract will be effective from the date of award through December 31, 2022 with the option to renew for two (2) additional one (1) year periods.

Vendor must provide a cell phone number that can be used to request emergency service. Vendor must be able to respond to all emergency requests within 12 hours. A local telephone and/or cell phone number for easy accessibility during working hours is also required. Complete Vendor Information on Page 32 and return with your bid.

FLOORING SPECIFICATIONS

CARPET FLOOR COVERING – TYPE 1

2B103/Rule Breaker 26/Weldlok Unitary Back

Style	2B103 Rule Breaker 26
Pile Yarn Content	Envirostrand SD PET
Construction	Tufted
Fabric Type	Level Loop
Gauge	1/10"
Density	5305
Certified Pile Weight	26.00
Primary backing	Woven Polypropylene
Secondary backing	Weldlok Unitary
Pattern Repeat	None
Stain Release Technology	Mohawk Protection Plus Stain
Soil Release Technology	Mohawk Protection Plus Soil
Dye Method	100% Solution Dyed
Static (AATCC 134)	3.5 KV
Indoor Air Quality	GLP #0350
Flammability	(ASTM E-648) Class I
Warranty	10 Year Limited Warranty

CARPET FLOOR COVERING – TYPE 2

Aladdin/Mohawk Style: 1Y09 Major Factor

Style	1Y09 Major Factor
Construction	Tufted
Surface Appearance	Textured Loop
Gauge	1/8 (31.5/10cm)
Fiber Type	Colorstrand SD Nylon
Dye Type	100% Solution Dyed
Density	6545
Stain Release Technology	Mohawk Protection Plus Stain
Soil Release Technology	Mohawk Protection Plus Soil
Primary Backing	Woven Polypropylene
Secondary Backing	Weldlok
Pattern Repeat	None
Indoor air Quality	GLPC #8216
Static	Under 3.5 KV – AATCC 134
Radiant Panel	Class II – ASTM E-648
Smoke Density	Under 450 (flaming) – ASTM E-662
Flammability	ASTM 648 Class 1
Warranty	Lifetime Limited Warranty

CARPET FLOOR COVERING – TYPE 3**Aladdin Collections by Mohawk Star Style: SP197**

Color	05
Pile Yarn Content	100% Polyester
Yarn Twists per Inch	4.75S
Fiber Treatment	Everstrand Revive Poly W/SGP
Gauge	3/16
Certified Pile Weight	25.30 oz
Total weight	55.32 oz.
Density	1419
Dye Method	Fluidye
Primary Backing	Woven Polypropylene
Secondary Backing	Woven Polypropylene
Pattern Repeat	None
Indoor Air Quality	GLPC #7678
Flammability	ASTM E-648 Class II

Padding (for Type 3 Carpet)**EcoFiberTouch**

Thickness	0.30"
Density	8.9 lbs.

Made from 100% recycled, post-industrial synthetic fibers. Class II – heavy traffic (i.e., 32-oz, weight). The 32-ounce FiberTouch is recommended for Class II residential, the toughest residential classification, and this weight is ideal for use on stairs. The 32-ounce version also exceeds the class II commercial minimum requirements and is suitable for use in dormitories, classrooms, lobbies, and corridors with moderate traffic.

Installation and Inventory Requirements (for Type 3 Carpet)

The Department of Housing and Residence Education requires the contractor must keep a minimum of 120 yards of Type 3 in inventory for installations to be delivered within 48 hours. A minimum order for Type 3 is 40 yards. The 120-yard requirement will be subject to change at the discretion of DHRE.

CARPET FLOOR COVERING – TYPE 4**Aladdin Collection by Mohawk 1Y13/Major Factor Carpet Tile**

Style	1Y13 Major Factor
Construction	Tufted
Surface Appearance	Textured Loop
Fiber Type	Colorstrand SD Nylon
Gauge	1/8
Density	6207
Dye Method	100% Solution Dyed
Primary Backing	Non-Woven Synthetic
Secondary Backing	Ultrasat
Stain Release Technology	Mohawk Protection Plus Stain
Soil Release Technology	Mohawk Protection Plus Soil
Recycle Content	39%
Indoor Air Quality #	GLP #1098
Flammability	(ASTM E-648) Class
Warranty	Lifetime Limited Warranty

CARPET FLOOR COVERING – TYPE 5**Cubic by Interface Flooring Product No: 1380102500**

Product Construction	Tufted Textured Loop
Standard Color line	18
Yarn System	Aquafil Struttur
Dye Method	100% Solution Dye
Recycled Content	Post Industrial 42%-44%
Soil Protection	Protekt ² [®]
Antimicrobial	(AATCC 138 Washed) (AATCC 174 Parts 2&3 Intersept [®])
Tufted Yarn Weight	18 oz./yd ²
Machine Gauge	1/12 in
Pile Height	0.145 in
Pile Thickness	0.093 in
Stitches	8.16 /in
Pile Density	6968
Total Thickness	0.275 in
Size	19.69 in X 19.69 in
Radiant Panel	(ASTM E-648) Class 1
Smoke Density	(ASTM E-662) ≤450
Lightfastness	(AATCC 16-E) ≥ 4.0 @ 60 AFU's
Static	(AATCC-134) ≤ 3.0 KV
Dimensional Stability	AACHEN Din 54318 <.10%
Standard Backing	GlasBac [®] Tile (50 cm X 50 cm)

CARPET FLOOR COVERING – TYPE 6**Furrows by Interface Flooring Product No: 1670502500**

Product Construction	Tufted Textured Loop
Standard Color line	12
Yarn System	Invista® Type 6, 6 Nylon
Dye Method	63% Solution Dye, 37% Yarn Dye
Recycled Content	Post Industrial 40%
Soil/Stain Protection	Protekt ² ® with Zonyl® 8779 Fluorochemical
Tufted Yarn Weight	18 oz/yd ²
Machine Gauge	1/12 in
Pile Height	0.15 in
Pile Thickness	0.113 in
Stitches	8/in
Pile Density	5735
Total Thickness	0.280 in
Size	19.69 in X 19.69 in
Standard Backing	GlasBac® Tile (50 cm X 50 cm)

CARPET FLOOR COVERING – TYPE 7**Kinetex Flash or Pop Modular Tile**

Wear layer	Solution Dyed Polyester
Backing	Polyester Felt Cushion
Total Weight	4.5 – 5.2 oz/square foot
Total Thickness	0.205 inches
Dimensions	24" x 24" inch modules
Packaging	Eighteen (18) modules per box / 72 square feet
Recyclability	100% Closed-loop Recyclable
Recycled Content	>55% (post-consumer/industrial)
LEED Scorecard	IEQ 4.1 and IEQ 4.3
NSF/ANSI 140 Certification	Platinum
Indoor Air Quality Certification	CRI Green Label Plus™

CARPET FLOOR COVERING – TYPE 8**Kinetex Umbra or Velocity Modular Plank or Tile**

Wear layer	Universal Fibers solution dyed polyester
Backing	Polyester Felt Cushion
Total Weight	4.5 – 5.2 oz/square foot
Total Thickness	0.205 inches
Dimensions	18" x 36" or 24" x 24" inch modules
Packaging	Eighteen (18) modules per box or sixteen (16) / 72 square feet
Recyclability	100% Closed-loop Recyclable
Recycled Content	>55% (post-consumer/industrial)
LEED Scorecard	IEQ 4.1 and IEQ 4.3
NSF/ANSI 140 Certification	Platinum
Indoor Air Quality Certification	CRI Green Label Plus™

CARPET FLOOR COVERING – TYPE 9**Mannington Blueprint Collection
Sketch, Script, Outline**

Construction	Textured Patterned Loop
Face Fiber	Econyl 100% regenerated Type 6 Nylon
Dye Method	100% Solution Dyed
Backing	Infinity Modular
Gauge	5/64
Weight	14oz/square yard
Density	5538
Dimensions	24" x 24"
Stain Resistance	XGuard
Warranty	Lifetime Limited Wear & Backing Warranty
Recyclability	100% Closed-loop Recyclable
Recycled Content	75% (post-consumer/industrial)
Certifications	NSF/ANSI-140 & NSF/ANSI-332
Indoor Air Quality Certification	CRI Green Label Plus™

CARPET FLOOR COVERING – TYPE 10**Mannington Good Form 2 Collection
TNS, Range, Radius**

Construction	Patterned Loop
Face Fiber	Econyl 100% regenerated Type 6 Nylon
Dye Method	100% Solution Dyed
Backing	Infinity Modular
Gauge	5/64
Weight	14oz/square yard
Density	5538
Dimensions	24" x 24"
Stain Resistance	XGuard
Warranty	Lifetime Limited Wear & Backing Warranty
Recyclability	100% Closed-loop Recyclable
Recycled Content	75% (post-consumer/industrial)
Certifications	NSF/ANSI-140 & NSF/ANSI-332
Indoor Air Quality Certification	CRI Green Label Plus™

CARPET FLOOR COVERING – TYPE 11**Mannington Glitch Art Collection
Mainboard, Hub, Cross Talk, Circuit**

Construction	Patterned Loop
Face Fiber	Antron Lumena Type 6,6 Nylon
Dye Method	100% Solution Dyed
Backing	Infinity Modular
Gauge	5/64
Weight	20oz/square yard
Density	6667
Dimensions	24" x 24"
Stain Resistance	XGuard
Warranty	Lifetime Limited Wear & Backing Warranty
Recyclability	100% Closed-loop Recyclable
Recycled Content	75% (post-consumer/industrial)
Certifications	NSF/ANSI-140 & NSF/ANSI-332
Indoor Air Quality Certification	CRI Green Label Plus™

CARPET FLOOR COVERING – TYPE 12**Interface The Standard**

Construction	Tufted Textured Loop
Yarn System	Post-Consumer Content Nylon
Yarn Manufacturer	Universal
Dye Method	100% Solution Dyed
Stain Resistance	Protekt ² ®
Preservative Protection	Intersept®
Tufted Yarn Weight	15 oz/square yard
Machine Gauge	1/12"
Pile Height	.12"
Pile Thickness	.074"
Stitches	7.7"
Pile Density	7297
Dimensions	20" x 20"
Backing	GlasBac®
Warranty	15 Year Standard Carpet Warranty
Recycled Content (Pre-Consumer)	63%
Recycled Content (Post-Consumer)	1%
Indoor Air Quality Certification	Green Label Plus #GLP0820

CARPET FLOOR COVERING – TYPE 13**Mohawk Iconic Earth Drifted Ground**

Construction	Tufted
Surface Texture	Texture Patterned Loop
Gauge	1/12"
Tufted Pile Weight	16 oz/ square yard
Finished Pile Thickness	.139"
Total Thickness	.216"
Stitches per Inch	11
Density	4143
Weight Density	66,302
Dye Method	Solution Dyed
Fiber Type	Colorstrand® SD Nylon
Stain Release Tech	EcoSentry Plus Stain Protection
Backing	EcoFlex NXT
Alternate Backing	EcoFlex AIR – Min Sy Required
Dimensions	12" x 36"
Warranty	Lifetime Limited Carpet Tile Warranty
Recycled Content (Pre-Consumer)	46%
Indoor Air Quality Certification	CRI Green Label Plus GLP1171

CARPET FLOOR COVERING – TYPE 14**Shaw Contract Diffuse 24x24 EcoLogix**

Product Type	Carpet Tile
Collection	Diffuse + Disperse
Style Number	5T233
Construction	Multi-Level Pattern Loop
Fiber	Ecosolution Q® Nylon
Dye Method	100% Solution Dyed
Primary Backing	Synthetic
Secondary Backing	Ecologix® Tile
Protective Treatments	SSP® Shaw Soil Protection
Product Size	24 in x 24 in
Gauge	1/12 in
Stitches	8.5 per in
Finished Pile Thickness	0.106 in
Average Density	5434 oz/yd ³
Total Thickness	0.362 in
Tufted Weight	16 oz/yd ²
Recycled Content (Pre-Consumer)	24%
Recycled Content (Post-Consumer)	25%
Indoor Air Quality Certification	CRI Green Label Plus GLP9968

CARPET FLOOR COVERING – TYPE 15**Shaw Contract Diffuse 24x24 Ecworx**

Product Type	Carpet Tile
Collection	Diffuse + Disperse
Style Number	59575
Construction	Multi-Level Pattern Loop
Fiber	Ecosolution Q® Nylon
Dye Method	100% Solution Dyed
Primary Backing	Synthetic
Secondary Backing	Ecologix® Tile
Protective Treatments	SSP® Shaw Soil Protection
Product Size	24 in x 24 in
Gauge	1/12 in
Stitches	8.5 per in
Finished Pile Thickness	0.092 in
Average Density	6261 oz/yd ³
Total Thickness	0.230 in
Tufted Weight	16 oz/yd ²
Recycled Content (Pre-Consumer)	38%
Indoor Air Quality Certification	CRI Green Label Plus GLP9968

CARPET FLOOR COVERING – TYPE 16**Shaw Contract Diffuse 9x36**

Product Type	Carpet Tile
Collection	Diffuse + Disperse
Style Number	5T185
Construction	Multi-Level Pattern Loop
Fiber	Ecosolution Q® Nylon
Dye Method	100% Solution Dyed
Primary Backing	Synthetic
Secondary Backing	Ecoworx® Tile
Protective Treatments	SSP® Shaw Soil Protection
Product Size	9 in x 36 in
Gauge	1/12 in
Stitches	8.5 per in
Finished Pile Thickness	0.092 in
Average Density	6261 oz/yd ³
Total Thickness	0.230 in
Tufted Weight	16 oz/yd ²
Recycled Content (Pre-Consumer)	38%
Indoor Air Quality Certification	CRI Green Label Plus GLP9968

CARPET FLOOR COVERING – TYPE 17**Shaw Contract Disperse 9X36**

Product Type	Carpet Tile
Collection	Diffuse + Disperse
Style Number	5T184
Construction	Multi-Level Pattern Loop
Fiber	Ecosolution Q® Nylon
Dye Method	100% Solution Dyed
Primary Backing	Synthetic
Secondary Backing	Ecologix® Tile
Protective Treatments	SSP® Shaw Soil Protection
Product Size	9 in x 36 in
Gauge	1/12 in
Stitches	8.5 per in
Finished Pile Thickness	0.094 in
Average Density	6128 oz/yd ³
Total Thickness	0.226 in
Tufted Weight	16 oz/yd ²
Recycled Content (Pre-Consumer)	38%
Indoor Air Quality Certification	CRI Green Label Plus GLP9968

CARPET FLOOR COVERING – TYPE 18**Shaw Contract Disperse 24x24**

Product Type	Carpet Tile
Collection	Diffuse + Disperse
Style Number	59576
Construction	Multi-Level Pattern Loop
Fiber	Ecosolution Q® Nylon
Dye Method	100% Solution Dyed
Primary Backing	Synthetic
Secondary Backing	Ecologix® Tile
Protective Treatments	SSP® Shaw Soil Protection
Product Size	24 in x 24 in
Gauge	1/12 in
Stitches	8.5 per in
Finished Pile Thickness	0.094 in
Average Density	6128 oz/yd ³
Total Thickness	0.226 in
Tufted Weight	16 oz/yd ²
Recycled Content (Pre-Consumer)	38%
Indoor Air Quality Certification	CRI Green Label Plus GLP9968

VINYL FLOOR COVERING (VCT) – TYPE 1**Azrock Industries, Inc.**

Pattern	Cortina
Tile size	12" X 12" X 1/8"

Installation requirements for Azrock Ind. VCT must be within 10 working days. Colors of floor tile must be selected from those available in this pattern.

Armstrong-Standard Excelon Pattern: Imperial Texture Tile size: 12" X 12" X 1/8" Installation requirements for Armstrong Ind. VCT must be within 10 working days. Colors of floor tile must be selected from those available in this pattern.

Adhesives	Mapei, Eco 711 or equal
Floor Patch	Webpatch™ 90 Durabond
Self-Leveling	Duralevel 83P – Durabond

General VCT Installation Requirements: All floor tiles and adhesives must be asbestos free. All VCT tiles must be 12" x 12" x 1/8". Vendor is required to examine substrate areas and conditions and prepare them free of cracks, voids, ridges, scale and foreign deposits. Contractor must prepare all VCT tile floor installations in accordance with the manufacturer's recommendations.

VINYL FLOOR COVERING (LVT) – TYPE 2**Shaw Contract Cove**

Collection	Unite
Style	Cove 0927V
Size	9" x 48"
Finish	ExoGuard™
Construction	Heavy Commercial Luxury Vinyl Tile with Fiberglass
Wear Layer Thickness	.02"
Overall Thickness	.197"
Edge Profile	Squared Edge
Installation	Direct Glue Or Perimeter Glue
Warranty	15 Year Commercial Limited Warranty

VINYL FLOOR COVERING (LVT) – TYPE 3**Shaw Contract Inlet**

Collection	Unite
Style	Inlet 0926V
Size	9" x 48"
Finish	ExoGuard™
Construction	Heavy Commercial Luxury Vinyl Tile with Fiberglass
Wear Layer Thickness	.02"
Overall Thickness	.197"
Edge Profile	Squared Edge
Installation	Direct Glue Or Perimeter Glue
Warranty	15 Year Commercial Limited Warranty

VINYL FLOOR COVERING (LVT) – TYPE 4**Patcraft Timber Grove II**

Style	1420V (12 MIL)
Size	5.96"x48"
Finish	ExoGuard™
Construction	Commercial Luxury Vinyl Tile
Warranty	7 Year Commercial Limited

VINYL FLOOR COVERING (LVT) – TYPE 5**Patcraft Timber Grove II**

Style	1421V (20MIL)
Size	5.96"x48"
Finish	ExoGuard™
Construction	Commercial Luxury Vinyl Tile
Warranty	15 Year Commercial Limited

VINYL FLOOR COVERING (LVT) – TYPE 6**Patcraft Timber Grove II**

Style	1438V (30MIL)
Size	5.96"x48"
Finish	ExoGuard™
Construction	Commercial Luxury Vinyl Tile
Warranty	15 Year Commercial Limited

SHEET FLOOR COVERING – TYPE 1**Shaw Contract Naturelife Wood II**

Style	Naturelife Wood II 0002V
Size	6' x 75'
Finish	ExoGuard™
Backing Class	4-ply Fused Backing System
Construction	Commercial Heterogeneous Sheet with Fiberglass
Wear Layer Thickness	.02"
Overall Thickness	.087"
Installation	Direct Glue
Warranty	15 Year Commercial Limited Warranty

QUARTZ COLOR TILE – TYPE 1**Rickett Quartz Tile**

Style	Camo
Size	24" x 24"
Thickness	2.0 mm
Construction	Homogeneous Through-Color Qtz Tiles w/ UV Cured PUR
Warranty	3 Year Pro-rated Product Defect. 20 Year Ltd. Wear

QUARTZ COLOR TILE – TYPE 2**Rickett Quartz Tile**

Style	Classic
Size	24" x 24"
Thickness	2.0 mm
Construction	Homogeneous Through-Color Qtz Tiles w/ UV Cured PUR
Warranty	3 Year Pro-rated Product Defect. 20 Year Ltd. Wear

QUARTZ COLOR TILE – TYPE 3

Style	Medley
Size	24" x 24"
Thickness	2.0mm
Construction	Homogeneous Through-Color Qtz Tiles w/ UV Cured PUR
Warranty	3 Year Pro-rated Product Defect. 20 Year Ltd. Wear

QUARTZ COLOR TILE – TYPE 4

Style	Rain
Size	24" x 24"
Thickness	2.0mm
Construction	Homogeneous Through-Color Qtz Tiles w/ UV Cured PUR
Warranty	3 Year Pro-rated Product Defect. 20 Year Ltd. Wear

PORCELAIN TILE – TYPE 1

DCOF AcuTest	Passed
Recycled Content	40%
Surface Hardness	7 Mohs
Thickness	10mm
Break Strength	≥ 510 lbf. avg.
Intended Use	Residential & Light Commercial
Water Absorption	≤ 0.5%
Edge	3.75x12 (Rectified), 12x24 (Pressed)

PORCELAIN TILE – TYPE 2

DCOF AcuTest	Passed
Surface Hardness	7 Mohs
Thickness	10mm (Polished), 10.5mm (Natural)
Break Strength	≥ 510 lbf. avg.
Intended Use	Residential, Light Commercial & Heavy Commercial
Water Absorption	≤ 0.5%
Edge	Rectified

PORCELAIN TILE – TYPE 3**Florida Tile Streamline**

DCOF AcuTest	Not Passed
Recycled Content	62%
Surface Hardness	5 Mohs
Thickness	7.3mm (3x6 & 4x4), 8mm (4x16)
Break Strength	≥ 150 lbf. avg.
Water Absorption	10%
Edge	Pressed

CERAMIC TILE – TYPE 1**Daltile Affinity Series Glazed Porcelain Floor, Glazed Ceramic Wall & Mosaic with Reveal Imaging**

• 18"X18" Floor Tile	5/16 Thickness	17.60 Sq. Ft. per carton	8 pieces per carton
• 12"X24" Floor Tile	3/8 Thickness	15.60 Sq. Ft. per carton	8 pieces per carton
• 12"X12" Floor Tile	5/16 Thickness	14.55 Sq. Ft. per carton	15 pieces per carton
• 10"X14" Wall Tile	5/16 Thickness	14.25 Sq. Ft. per carton	15 pieces per carton
• 2"X2" Mosaic	¼ Thickness	24.00 Sq. Ft. per carton	12 pieces per carton
• 3"X12" Bull Nose		Trim P-43C9	30 pieces per carton
• 3"X10" Wall Bull Nose		Trim S-4310	54 pieces per carton
• 3"X3" Wall Bullnose Corner		Trim SN-4310	32 pieces per carton

Test Results

Water Absorption	ASTM C373	Result = < 20.0% Wall, <0.5% Floor, <3.0% Mosaic
Breaking Strength	ASTM C648	Result = 120-230 lbs Wall, >275 Floor, >250 Mosaic
Scratch Hardness	ASTM MOHS	Result = 4.0-6.0 Wall, 8.0 Floor, 8.0 Mosaic
Chemical Resistance	ASTM C650	Result = Resistant all

CERAMIC TILE – TYPE 2**Daltile Esta Villa Series Glazed Porcelain Floor, Glazed Ceramic Wall & Mosaic**

• 18"X18" Field Tile	5/16 Thickness	17.60 Sq. Ft. per carton	8 pieces per carton
• 12"X24" Field tile	3/8 Thickness	15.60 Sq. Ft. per carton	8 pieces per carton
• 12"X12" Field Tile	5/16 Thickness	14.55 Sq. Ft. per carton	15 pieces per carton
• 10"X14" Wall Tile	5/16 Thickness	14.58 Sq. Ft. per carton	15 pieces per carton
• 2"X4" Mosaic	1/4 Thickness	10.00 Sq. Ft. per carton	12 pieces per carton
• 3"X12' Floor Bullnose		Trim P-43C9	
• 3"X10" Wall Bullnose		Trim S-4310	
• 3"X3" Wall Bullnose Corner		Trim SN-4310	

Test Results

Water Absorption	ASTM C373	Result = < 20.0% Wall, <0.5% Floor, <3.0% Mosaic
Breaking Strength	ASTM C648	Result = 120-230 lbs Wall, >275 Floor, >250 Mosaic
Scratch Hardness	ASTM MOHS	Result = 4.0-6.0 Wall, 8.0 Floor, 8.0 Mosaic
Chemical Resistance	ASTM C650	Result = Resistant all

WALL FINISHING SYSTEM – TYPE 1**Tarkett Millwork Wall Finishing System**

Style	Reveal
Size	4 ¼"
Length	8'

WALL FINISHING SYSTEM – TYPE 2**Tarkett Millwork Wall Finishing System**

Style	Reveal
Size	6"
Length	8'

WALL FINISHING SYSTEM – TYPE 3*Vinyl Wall Base (for all floor types)***Burke/Mercer, Johnsonite or approved equal**

Height	4", 4.5", 6"
Thickness	1/8"

There are some areas in Housing that have existing vinyl wall base which will need to be replaced when floor covering replacement occurs in those areas. The vendor will be required to use proper wall base adhesive and the installation must be according to manufacturer's guidelines.

GROUTS FOR TILES TYPE 1&2**MAPEI's Specialty Grouts**

- ***Ultracolor*** – Ultra premium rapid setting colorfast sanded grout
 - For Joint widths 1/8" to 1" ASNI A118.7 – ISO 13007 CG-2WAF
- ***Kerapoxy*** – Commercial-grade, stain-free, 100%-solids, epoxy grout and mortar
 - For joint widths 1/16" to 3/8" ANSI A118.3 – ISO 13007 R2T-RG

MAPEI Traditional Grouts

- ***Keracolor U*** – Premium-grade, polymer-modified unsanded grout
 - For joint widths 1/16" to 1/8" ANSI 118.6 – ISO 13007 CG-2WA
- ***Keracolor S*** – Premium-grade, polymer modified sanded grout
 - For joint widths 1/8" to 5/8" ANSI A118.6 13007 CG2WA

Self-Leveling Floor Preparation (for all floor types)**Duralevel 83P by Durabond or approved equal**

Self-Leveling Cement-Based - underlayment must be used to smooth and level concrete. Thickness - featheredge to 1" thick/or ½" up to 5" thick when mixed as designed with pea gravel.

Floor Patch Preparation (for all floor types)**Webpatch 90 – Durabond**

Fast-setting, gypsum-based material designed for interior installations may be used to patch floors, walls, and other surfaces. Floor covering can be installed after just 1 hour from patch application. Webpatch 90 may be used to fill up to 1/2" deep over properly prepared concrete, masonry, cementitious backer board and structurally sound exterior grade plywood (interior/dry use only).

Vinyl Wall Base (for all floor types)**Burke/Mercer, Johnsonite or approved equal**

Height	4", 4.5", 6"
Thickness	1/8"

There are some areas in Housing that have existing vinyl wall base which will need to be replaced when floor covering replacement occurs in those areas. The vendor will be required to use proper wall base adhesive and the installation must be according to manufacturer's guidelines.

SUBMIT THIS PAGE WITH YOUR BID:**ITB22KO-123 Annual Contract for Floor Covering Purchase and Installation****VENDOR INFORMATION**

Account Manager: _____

Cell Phone: _____

Office Phone: _____

Email Address: _____

Deliveries will normally be made as follows:

Vendor Owned Equipment: _____ Frequency: _____

Commercial Carrier: _____ UPS: _____ Other: _____

Servicing Warehouse that will make deliveries:

Name of Manager: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____