



Vendor Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

JACK BEACHAM, C.P.M., A.P.P.
PURCHASING AGENT

ROB COX, C.P.M., A.P.P.
ASSISTANT PURCHASING AGENT

BID NO. 2016-060

ANNUAL CONTRACT
FOR
CARPET, TILE AND MISCELLANEOUS
FLOORING MATERIALS AND SERVICES

BIDS DUE FEBRUARY 1, 2016
2:00 P.M.

BID NO. 2016-060

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

**ANNUAL CONTRACT FOR CARPET, TILE AND
MISCELLANEOUS FLOORING MATERIALS AND SERVICES**

PRE-BID CONFERENCE

All bidders are encouraged to attend a Pre-Bid Conference to be held:

DATE: WEDNESDAY, JANUARY 20, 2016

TIME: 10:00 A.M.

LOCATION: TARRANT COUNTY ADMINISTRATION BUILDING
PURCHASING DEPARTMENT CONFERENCE ROOM
100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102

RSVP: Vendors planning to attend the pre-bid conference should RSVP, in writing, via facsimile, no later than 5:00 p.m., Tuesday, January 19, 2016.

Send RSVPs to Melissa Lee at (817) 884-2629.

Questions from bidders will be addressed at the pre-bid conference. Any vendor who submits a bid without attending the scheduled pre-bid conference does so at his own risk. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

Tarrant County is soliciting bids for furnishing the merchandise, supplies, services, and/or equipment set forth in this Bid Proposal.

BY MAIL VIA US POSTAL SERVICE
ORIGINAL AND ONE (1) COPY

OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE FEBRUARY 1, 2016
AT 2:00 P.M.

BY COURIER, FEDERAL EXPRESS, UPS
ORIGINAL AND ONE (1) COPY

OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76102
ON OR BEFORE FEBRUARY 1, 2016
AT 2:00 P.M.

All bids, including a "NO BID", are due in the Purchasing Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise Tarrant County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Purchasing Agent and the approval of Commissioners' Court.

The Contractor is solely responsible for complying with the contents of the State of Texas House Bill 11, that became effective October 1, 1991, in regard to payment of taxes. Tarrant County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

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No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Requests from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

MELISSA LEE, C.P.M., A.P.P., SENIOR CONTRACTS ADMINISTRATOR
FAX: (817) 884-2629

All documents relating to this bid, including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Tarrant County website and available for download by bidders and other interested parties. It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents up to the Bid due date.

The deadline for receipt of all questions is 12:00 (Noon), Fort Worth time, Friday January 22, 2016. After the question deadline, all questions and their responses will be posted on the website and available for download by bidders.

CONSTRUCTION METHOD: Contractors will work under the direction and supervision of the Tarrant County Facilities Management Department who will act for the Owner as his representative in effecting the completion of the project.

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days' notice prior to cancellation.

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by the Owner, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Owner shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Owner a written appeal addressed to the Commissioners Court. The decision of the Commissioners Court or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Owner's decision.

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All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Purchasing Agent, the review, inspection, and processing procedures can be completed as specified.

Payments to Contractors and Suppliers will be prepared and processed by the Owner after the work and material have been approved by the Tarrant County Facilities Management Department and with Owner's voucher payable directly to the Contractor.

Invoices/Applications for Payment: Applications for payment shall be made on Conditional Waiver and Release on Progress Payment. Upon completion of work, the contractor shall submit Conditional Waiver and Release on Final Payment. It is the intention of Tarrant County to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided.**

SUBSTITUTIONS: Whenever a material, article, or piece of equipment is identified on the drawings or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner, of equal substance and function. All equals shall be submitted to the Owner five (5) working days prior to bidding and no equal shall be purchased or installed by the Contractor without the Owner's written approval.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, Tarrant County reserves the right to waive any irregularities and to make award in the best interest of the County.

Tarrant County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the County.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.

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6. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Tarrant County.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Successful vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Tarrant County Purchasing. At Tarrant County's option and approval by the vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the vendor for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation.
3. **COOPERATIVE PURCHASING:** Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among the governmental entities that are listed on pages 8-10; therefore it would be in the vendor's best interest to help Tarrant County facilitate this cooperative effort. **A "NO" answer could result in complete rejection of bid.**
 - A. Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

_____Yes _____No
 - 1) If you, the Bidder, checked yes, the following will apply:
 - a) Governmental Entities utilizing Inter-Governmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/services as needed.
 - b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the successful bidder and each governmental entity.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- c) Tarrant County utilizes County Purchase Orders as its primary means of encumbering funds and pays for goods and services utilizing vendor invoices. In the event Governmental Entities utilizing Inter-Governmental Contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the vendor.
- d) Vendor(s) awarded contract(s) resulting from Request for Bid (RFB) shall be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information shall be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County. Failure to provide the requested information when requested could delay the renewal process.

B. SECONDARY/ALTERNATE AWARD: Secondary or alternate vendors serve in a backup capacity only. In the event the primary is unable to honor the terms and conditions of the contract, the secondary vendor may be called. If the secondary vendor is unable to honor the terms and conditions of the contract the alternate may be called. The primary vendor is the first contact. Use of the secondary or alternate must be approved, in writing, by the Tarrant County Purchasing Agent or his designee.

- 1) In the event the secondary or alternate vendors are called upon, they will offer the goods and services at the bid prices, or better. Any attempt to increase the original bid price may be cause to remove the vendor from the contract. This in no way negatively affects the status of the primary vendor.
- 2) If the secondary or alternate vendor represents themselves as the primary vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the secondary or alternate vendor may be removed from the contract. Would you, the Bidder, be willing to accept a secondary/alternate award based on the above?

☐ Yes ☐ No

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

1. Alamo Heights ISD	51. City of Bridge City	103. City of Galena Park
2. Allen ISD	52. City of Bridgeport	104. City of Galveston
3. Alvord ISD	53. City of Brownwood	105. City of Ganado
4. Anna Fire Department	54. City of Bryan	106. City of Garland
5. Arlington ISD	55. City of Burkburnett	107. City of Gatesville
6. Armstrong County	56. City of Burleson	108. City of Georgetown
7. Atascosa County	57. City of Caddo Mills	109. City of Glen Heights
8. Bastrop County	58. City of Canton	110. City of Godley
9. Bell County	59. City of Carrollton	111. City of Granbury
10. Benbrook Water Authority	60. City of Castle Hills	112. City of Grand Prairie
11. Bethany Special Utility District	61. City of Cedar Hill	113. City of Grand Saline
12. Bexar County	62. City of Cedar Park	114. City of Grapevine
13. Birdville ISD	63. City of Celeste	115. City of Greenville
14. Blue Ridge Fire Department	64. City of Celina	116. City of Haltom City
15. Bosque County	65. City of Cibolo	117. City of Heath
16. Branch Fire Department	66. City of Cleburne	118. City of Horizon City
17. Brazoria County	67. City of Cockrell Hill	119. City of Hudson Oaks
18. Brazos County	68. City of Colleyville	120. City of Huntsville
19. Briar Volunteer Fire Department	69. City of Combine	121. City of Hurst
20. Brooks County Constables, Precincts 1-4	70. City of Commerce	122. City of Hutchins
21. Brown County	71. City of Converse	123. City of Hutto
22. Bulverde Police Department	72. City of Coppell	124. City of Irving
23. Burnet County	73. City of Copperas Cove	125. City of Italy
24. Cameron County	74. City of Corinth	126. City of Jefferson
25. Carroll ISD	75. City of Corsicana	127. City of Keene
26. Carrollton-Farmers Branch ISD	76. City of Crowley	128. City of Keller
27. Castleberry ISD	77. City of Cumby	129. City of Kennedale
28. Cedar Hill ISD	78. City of Dalworthington Gardens	130. City of Killeen
29. Chambers County	79. City of De Leon	131. City of Krum
30. Cherokee County	80. City of Decatur	132. City of Kyle
31. City of Aledo	81. City of Deer Park	133. City of La Vernia
32. City of Allen	82. City of Denison	134. City of Lake Worth
33. City of Alvord	83. City of Denton	135. City of Lancaster
34. City of Amarillo	84. City of DeSoto	136. City of League City
35. City of Anna	85. City of Diboll	137. City of Leander
36. City of Arlington	86. City of Duncanville	138. City of Lewisville
37. City of Athens	87. City of Early	139. City of Lindale
38. City of Aubrey	88. City of Eastland	140. City of Little Elm
39. City of Austin	89. City of El Paso	141. City of Littlefield
40. City of Azle	90. City of Electra	142. City of Live Oak
41. City of Balch Springs	91. City of Emory	143. City of Lubbock
42. City of Bangs	92. City of Euless	144. City of Lucas
43. City of Baytown	93. City of Everman	145. City of Lufkin
44. City of Bedford	94. City of Farmers Branch	146. City of Lumberton
45. City of Bells	95. City of Farmersville	147. City of Mansfield
46. City of Benbrook	96. City of Ferris	148. City of Marshall
47. City of Blue Mound	97. City of Floresville	149. City of McAllen
48. City of Bovina	98. City of Forest Hill	150. City of McKinney
49. City of Bowie	99. City of Forney	151. City of Melissa
50. City of Boyd	100. City of Fort Worth	152. City of Merkel
	101. City of Frisco	153. City of Mesquite
	102. City of Gainesville	154. City of Midlothian
		155. City of Morgan's Point Resort
		156. City of Murphy

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

157.	City of Nacogdoches	211.	City of Westworth Village	257.	Freestone County
158.	City of Nederland	212.	City of White Settlement	258.	Frisco ISD
159.	City of New Braunfels	213.	City of Whitesboro	259.	Grandview Police Department
160.	City of North Richland Hills	214.	City of Whitewright	260.	Grapevine\Colleyville ISD
161.	City of Odessa	215.	City of Wills Point	261.	Grayson County
162.	City of Palestine	216.	City of Wilmer	262.	Gregg County
163.	City of Pasadena	217.	City of Wylie	263.	Guadalupe County
164.	City of Pelican Bay	218.	Clay County	264.	Hardin County
165.	City of Pharr	219.	Clear Creek ISD	265.	Harris County Emergency Services District
166.	City of Plano	220.	Cochran County	266.	Harrison County
167.	City of Pottsboro	221.	Collin County	267.	Hays County
168.	City of Port Isabel	222.	Collin County Community College	268.	Heart of Texas Region MHMR Center
169.	City of Princeton	223.	Comal County	269.	Henderson County
170.	City of Ralls	224.	Cooke County	270.	Hood County
171.	City of Red Oak	225.	Coryell County	271.	Hopkins County
172.	City of Richardson	226.	Cottdale Volunteer Fire Department	272.	Housing Authority of the City of Austin
173.	City of Richland Hills	227.	Crowley ISD	273.	Hunt County
174.	City of River Oaks	228.	Dallas County	274.	Hurst Euless Bedford ISD
175.	City of Roanoke	229.	Dallas/Fort Worth International Airport Board	275.	Hutchinson County
176.	City of Rockwall	230.	Dallas ISD	276.	Idea Public Schools
177.	City of Round Rock	231.	Decatur ISD	277.	Jasper County
178.	City of Rowlett	232.	Denison ISD	278.	Jefferson County
179.	City of Royse City	233.	Denton County	279.	Jim Wells County
180.	City of Runaway Bay	234.	Denton County Fresh Water Supply Dist No. 1-A	280.	Johnson County
181.	City of Sachse	235.	Denton ISD	281.	Johnson County Special Utility District
182.	City of Saginaw	236.	DeSoto ISD	282.	Karnes County
183.	City of San Angelo	237.	Diana Special Utility District	283.	Kaufman County
184.	City of San Benito	238.	Duncanville ISD	284.	Kaufman ISD
185.	City of San Marcos	239.	Duval County	285.	Keller ISD
186.	City of Sanger	240.	Eagle Mountain-Saginaw ISD	286.	Kennedale ISD
187.	City of Sansom Park	241.	East Texas Council of Governments	287.	Kinney County
188.	City of Seagoville	242.	Ector County	288.	Krum ISD
189.	City of Sherman	243.	Ector County ISD	289.	Lake Dallas ISD
190.	City of Sour Lake	244.	Eddy County, NM	290.	Lake Worth ISD
191.	City of Southlake	245.	Education Service Center Region XI	291.	Lamar County
192.	City of Southmayd	246.	El Paso County	292.	Lamb County
193.	City of Springtown	247.	El Paso County Hospital District dba University Medical Center of El Paso	293.	Lampasas County
194.	City of Stephenville	248.	Electra ISD	294.	Lavon Police Department
195.	City of Sulphur Springs	249.	Ellis County	295.	Leon County
196.	City of Taft	250.	Erath County	296.	Lewisville ISD
197.	City of Taylor	251.	Everman ISD	297.	Limestone County
198.	City of Temple	252.	Fannin County	298.	Little Elm ISD
199.	City of Terrell	253.	Fort Bend County	299.	Lovejoy ISD
200.	City of Texarkana	254.	Fort Worth Housing Authority	300.	Lowry Crossing Vol Fire Dept
201.	City of Texarkana, AR	255.	Fort Worth ISD	301.	Lubbock County
202.	City of The Colony	256.	Fort Worth Transportation Authority	302.	Mansfield ISD
203.	City of University Park			303.	Marilee Special Utility District
204.	City of Van Alstyne			304.	McKinney ISD
205.	City of Venus			305.	McLennan County
206.	City of Vernon				
207.	City of Waco				
208.	City of Watauga				
209.	City of Waxahachie				
210.	City of Weatherford				

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Entities Currently Participating in Cooperative Purchasing Program with Tarrant County

306. McLennan Comm. College	349. South Texas College	390. University of North Texas
307. MHMR of Tarrant County	350. SPAN, Inc.	Health Science Center
308. Midland County	351. Tarleton State University	391. University of Texas at
309. Midway ISD	352. Tarrant Appraisal District	Arlington
310. Milam County	353. Tarrant County 9-1-1	392. University of Texas at Dallas
311. Mills County	Emergency Assistance	393. University of Texas MD
312. Montgomery County	District	Anderson Cancer Center
313. Montgomery County Hospital	354. Tarrant County College	394. Upper Trinity Regional Water
District	District	District
314. Nacogdoches County	355. Tarrant County Emergency	395. Upshur County
315. Navarro County	Services District 1	396. Upton County
316. Nevada Volunteer Fire	356. Tarrant County Hospital	397. Van Alstyne ISD
Department	District	398. Van Zandt County
317. Nolan County	357. Tarrant County Workforce	399. Victoria County
318. North Central Texas Council	Development Board	400. Waco ISD
of Governments	358. Tarrant Regional Water	401. Walker County
319. North Texas Municipal Water	District	402. Ward County
District	359. Taylor County	403. Weatherford College
320. North Texas Tollway	360. Terrell ISD	404. Westminster Fire Dept.
Authority	361. Texas A&M University at	405. Weston Volunteer Fire
321. Northwest ISD	Commerce	Department
322. Nueces County	362. Texas Alcoholic Beverage	406. White Settlement ISD
323. Olton Police Department	Commission	407. Williamson County
324. Orange County	363. Texas Dept. of Parks &	408. Williamson County Emg
325. Palo Pinto County	Wildlife	Services District #3
326. Panola County	364. Texas Dept. of Public Safety	409. Wilson County
327. Paradise ISD	365. Titus County	410. Wise County
328. Parker County	366. TML MultiState	411. Wood County
329. Parker County Emergency	Intergovernmental Employee	412. Zapata County
Services District 1	Benefits Pool	
330. Potter County	367. Tom Green County	
331. Public Transit Service of	368. Town of Addison	
Mineral Wells	369. Town of Argyle	
332. Rancho Viejo Police	370. Town of Edgecliff Village	
Department	371. Town of Fairview	
333. Randall County	372. Town of Flower Mound	
334. Red Oak ISD	373. Town of Hickory Creek	
335. Red River County	374. Town of Highland Park	
336. Region 9 Education Service	375. Town of Lakeside	
Center Wichita	376. Town of Little Elm	
337. Rockwall County	377. Town of Northlake	
338. Round Rock ISD	378. Town of Pantego	
339. Sam Rayburn ISD	379. Town of Ponder	
340. San Jacinto College District	380. Town of Prosper	
341. San Patricio County	381. Town of Sunnyvale	
342. Schleicher County	382. Town of Trophy club	
343. Senior Center Resource and	383. Town of Westlake	
Public Transit, Inc. of Hunt	384. Town of Westover Hills	
County	385. Travis County	
344. Seven Points Fire Rescue	386. Travis County Healthcare	
345. Sherman ISD	District	
346. Smith County	387. Trinity River Authority	
347. Springtown ISD	388. United States Marshals	
348. South Montgomery Fire	Service	
Department	389. University of North Texas	

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4. BID ORGANIZATIONAL, FINANCIAL AND INSURANCE INFORMATION:

A. Respondents/Proposers shall address the following five (5) major components in this section of their bid.

1) Organization. The Bidder shall provide the following organizational information in their bid submittal package:

- a) If a Corporation, include the following:
 - i) State of incorporation and date of incorporation.
 - ii) Privately/publicly held.
 - iii) Names, titles, addresses and positions of each director, officer, and principal shareholder.
 - iv) Certification of license to do business in Texas.
- b) If a sole proprietorship, partnership, or joint venture, include the following:
 - i) Date of organization.
 - ii) Name, title, address and position of each partner.
 - iii) Ownership share of each partner.
 - iv) Individual financial statement for each partner or participant.
 - v) Certification of license to do business in Texas.

2) Licensed in the State of Texas.

- a) The Bidder shall provide proof that the Bidder is licensed to conduct business in the State of Texas, and most of the information can be found at www.sos.state.tx.us.

3) Financial.

- a) The Bidder shall submit the past two (2) fiscal years' financial statements prepared in accordance with generally accepted accounting principles and with an Audited Financial Statements certified by a CPA attached. At a minimum, the proposer shall submit the following:
 - i) Balance Sheet.
 - ii) Statement of Changes in Fiscal Position.
 - iii) Income Statement.
 - iv) Cash Flow Statement
 - v) All footnotes to the above.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

4) Default Notices/Lack of Payment

- a) The Bidder shall provide a statement detailing any cancellation, default or notice of default for lack of payment of rents/fees (over sixty [60] days only) or for any other reason at any location or city in the United States within the past five (5) years.

5. **EXAMINATION OF EXISTING PREMISES:** It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.

6. **RISK:** The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

7. **EXECUTION, CORRECTION, AND INTENT OF DOCUMENTS:** The intent of the contract documents, plans and specifications is to describe the complete work to be performed under such contract. Unless otherwise provided, it is also the intent of the plans and specifications and contract documents that the respective Contractor(s) shall furnish all materials, supplies, tools, equipment, machinery, labor and supervision necessary for the prosecution and completion of the work in full compliance with the proposal, plans, specification and other documents.

8. **INSURANCE:**

A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

- 1) Workers' Compensation/Employer's Liability
 - a. Workers' Compensation — statutory
 - b. Employer's liability — \$500,000
- 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury/Property Damage —
\$1,000,000 per occurrence/\$2,000,000 aggregate
- 3) Automobile Liability: — minimum \$500,000 combined single limit

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

- 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street.
- 2) All certificates shall provide Tarrant County will receive an unconditional thirty days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 6) The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

9. **LABOR:** Perform labor in a workmanlike manner by skilled mechanics of their respective trades.

10. **TIME OF COMPLETION:** Each Bidder shall state in his bid, in the space provided, the number of calendar days required from the date of receipt of "Notice to Proceed" to complete the work.

11. **WORKMEN'S SAFETY:** The Contractor shall meet all safety and health regulations required by the Occupational Safety and Health Administration, Department of Labor and all state regulations dealing with occupational safety.

12. **SALES TAX:** Contracts or subcontracts let on this project are exempt from the "Limited Sales Tax" of the State of Texas, and no provisions should be made in any bid for an amount to be used to pay such tax, either directly or indirectly.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

13. **MATERIAL SUBSTITUTION:**

- A. Where several materials are specified by name for one use, select for use of those specified. Wherever item or class of material is specified exclusively by trade name, manufacturer's name or catalog reference, use only such item unless written approval for substitution is secured.
- B. The Specifications specify the quality of the materials to be used. The method of fabrication and incorporation into the building shall be governed by the best known practices in each of the respective trades.

14. **CODE REQUIREMENTS:** The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction, the National Board of Fire Underwriters, Factory Mutual Insurance, and Texas Engineering and Fire Prevention Bureau, and the local utility companies which are in force at the time of the execution of the work.

15. **PROTECTION:** The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed and shall make good any loss, damage, or injury without cost to the owner.

16. **SUSTAINABILITY:** The Contractor shall provide literature with bid supporting the manufacturer's sustainability policies and practices for the product(s) bid.

17. **INDEMNIFICATION.** The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

18. **CRIMINAL BACKGROUND CHECK:**

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, Tarrant County Sheriff's Department, Tarrant County Courts, Tarrant County District Attorney's Offices, Tarrant County Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- a. The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Tarrant County property.
- b. Vendor personnel who perform work on Tarrant County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- c. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- d. Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

Note: The Criminal Background Check applies to the individual and not the Company.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

19. **BOND REQUIREMENTS:**

A. Bid Bond

1. THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT!!!

B. Power of Attorney

1. Attorney-in-fact who signs bids or contract bonds must file with each bond a certified and current copy of the power of attorney.

C. Payment Bond and Performance Bond shall be as follows:

1. For a contract in excess of \$100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Tarrant County.
2. For a contract in excess of \$25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.
3. The cost for Bond premiums must be included in the Bid Price.

<p><i>Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.</i></p>

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

SPECIAL CONDITIONS

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

<p>Note: TWCC Rule 110.110 applies to Building and Construction projects for Governmental Entities and is included in this bid for Information Purposes Only.</p>

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) – Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

**TWCC Rule 110.110
Workers' Compensation Insurance Coverage**

- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate ends during the duration of the project;

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

TWCC Rule 110.110

Workers' Compensation Insurance Coverage

- (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7)., with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

WEATHER TABLE

MONTH	AVERAGE DAYS RAIN (1)	INCHES RAINFALL (2)	SNOW/ICE PELLETS (3)
JANUARY	6.4	1.84	.01
FEBRUARY	6.3	2.81	1.5
MARCH	8.1	3.53	0.2
APRIL	6.4	3.09	0
MAY	7.6	4.49	0
JUNE	6.2	4.49	0
JULY	6.2	3.07	0
AUGUST	5.1	1.97	0
SEPTEMBER	6.1	2.36	0
OCTOBER	7.3	4.76	0
NOVEMBER	6.8	2.74	0.1
DECEMBER	5.9	2.65	0.3
ANNUALLY	80.8	37.80	2.1

- (1) Normal number of days rainfall per month, .01" or more
- (2) Normal monthly precipitation, in inches
- (3) Mean number of days per month.

This table is provided by the National Oceanic and Atmospheric Administration, for the period of 1981-2010.

ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

WAGE RATES

- A. Attention is called to the Texas Government Code, Title 10 General Government, Subtitle F, Chapter 2258. This Article requires the Contractor and any subcontractor under him to pay not less than the prevailing rates per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Bidders should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their bids.
- B. In accordance with this Article, the Owner has established a schedule of prevailing wage rates which is published in paragraph F of this section, and not less than these established rates must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.
- C. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.
- D. The Contractor shall forfeit as a penalty of the Owner the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract, by him or by any subcontractor under him.
- E. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.
- F. The following hourly wage rates represent the minimum that may be paid for each classification listed.

Description	2009 Median Hourly Earnings
Electrical and Electronic Engineering Technicians	\$28.31
Brickmasons and Blockmasons	\$19.56
Stonemasons	\$19.87
Carpenters	\$19.11
Carpet Installers	\$17.88

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

Description	2009 Median Hourly Earnings
Floor Layers, Except Carpet, Wood, and Hard Tiles	\$18.93
Tile and Marble Setters	\$17.64
Cement Masons and Concrete Finishers	\$15.00
Construction Laborers	\$13.20
Drywall and Ceiling Tile Installers	\$15.19
Tapers	\$18.85
Electricians	\$19.02
Glaziers	\$17.16
Insulation Workers, Floor, Ceiling, and Wall	\$14.43
Painters, Construction and Maintenance	\$18.34
Plumbers, Pipefitters, and Steamfitters	\$20.22
Plasterers and Stucco Masons	\$15.89
Reinforcing Iron and Rebar Workers	\$14.76
Roofers	\$16.60
Sheet Metal Workers	\$15.00
Structural Iron and Steel Workers	\$17.16
Helpers, Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	\$12.20
Helpers, Carpenters	\$14.26
Helpers, Electricians	\$13.01

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

Description	2009 Median Hourly Earnings
Helpers, Painters, Paperhangers, Plasterers, and Stucco Masons	\$11.69
Helpers, Pipe Layers, Plumbers, Pipefitters, and Steamfitters	\$13.15
Helpers, Roofers	\$11.07
Helpers, Construction Trades, All Other	\$11.64
Elevator Installers and Repairers	\$24.06
Construction and Related Workers, All Other	\$15.72
Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$17.51
Millwrights	\$15.93
Helpers--Installation, Maintenance, and Repair Workers	\$9.68
Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	\$12.08
Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	\$17.06
Welders, Cutters, Solderers, and Brazers	\$15.77
Helpers--Production Workers	\$8.87
Truck Drivers, Heavy and Tractor-Trailer	\$15.75
Crane and Tower Operators	\$17.36
Hoist and Winch Operators	--
Industrial Truck and Tractor Operators	\$12.42

ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

SAMPLE CONTRACT

THE STATE OF TEXAS
COUNTY OF TARRANT

 ∞

KNOW ALL MEN BY THESE PRESENTS:

That this agreement made and entered into this ____ day of _____, 2016, by and between the Owner, Tarrant County, and _____, hereinafter called the "Contractor."

WITNESSETH: That said parties have agreed as set forth below:

1. That the Contractor hereby contracts with the Owner in connection with the project to do the following work required by the Contract Documents' as per contract documents titled _____, Tarrant County Bid No. 2016-____. The Contractor shall complete the _____ no later than _____ (__) calendar days after start date agreed upon by the Owner and Contractor.
2. That the work herein contemplated shall consist of the Contractor furnishing, as an independent contractor, all labor, tools, appliances and materials necessary for the completion of said project in accordance with the specifications heretofore prepared by the Facilities Department in response to Tarrant County Bid No. 2016-____, and are hereto attached and made a part of this contract the same as if written herein.
3. The Contractor hereby agrees and binds himself to commence work within ten (10) days after "Notice to Proceed" issued by Tarrant County.
4. The Owner shall pay the Contractor for the performance of the work, subject to additions and deductions by Change Order, the contract sum of _____ Dollars (\$_____).

Materials	\$ _____
Services	\$ _____
Bonds	\$ _____
Total	\$ _____

5. Based upon applications for payment submitted to the Facilities Department, the Owner shall make progress payments on account of the contract sum to the contract as follows: There will be due and payable on Contract, approximately each thirty (30) days, an amount equal to 95% of the value of the work completed. The Owner reserves the right to withhold 5% of the contract price for thirty (30) days after final acceptance of the work.

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

**SAMPLE CONTRACT
PAGE 2**

6. The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.
7. The Contract Documents consist of this agreement and any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), specifications, all addenda issued prior to execution of this agreement and all modifications issued subsequent thereto. These form the contract, and all are as fully a part of the contract as if attached to this agreement or repeated herein.

This agreement executed the day and year first written above.

COUNTY OF TARRANT
OWNER

CONTRACTOR

(SIGNATURE)

(SIGNATURE)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Funds Available, Certified By:

S. Renee Tidwell, CPA
County Auditor

Approved as to form*:

Assistant District Attorney

**** By law, the District Attorney's Office may only approve contracts for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.***



TARRANT COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County may recognize other agencies' certification processes recognized by the State of Texas. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide copies of bid specifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Bid Proposal Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, TX 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606

If your company is already certified, attach a copy of your certification to this form and return with bid.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO . _____

Indicate all that apply:

- _____ Minority-Owned Business Enterprise
- _____ Women-Owned Business Enterprise
- _____ Disadvantaged Business Enterprise

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DISADVANTAGED ENTERPRISE PARTICIPATION

Prime Contractor shall make a commitment to utilize a minimum of 20% DBE firms as sub-contractors on this project. Usage will be documented and submitted to D. W. Roberson, Contracts Administrator, on the first day of each month. The total usage percent with summary data will be submitted with the request for final payment.

DBE documentation shall include:

- Name of DBE Company(s)
- Scope of Work Performed by each DBE
- Total Dollars Awarded to each DBE
- Total Dollars Paid to Date

In the chart on the following page, list all areas of this project which may be subcontracted. Indicate the estimated dollar value of each area, if any portion of it will be subcontracted to DBE firm(s), and if so, what percentage.

Contractors unable to locate local DBE firms may request assistance from the Purchasing Department. Request must be in writing and must state the specific trade or service (SIC code) for which assistance is requested. Requests may be faxed to (817) 884-2629, Attention: Melissa Lee or delivered/mailed to:

Melissa Lee
Senior Contracts Administrator
100 E. Weatherford St., Suite 303
Fort Worth, TX 76196

Brokers will not be considered in meeting the DBE participation under this contract.

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Sub-Contractors

Bidders shall list below **all** work that will be subcontracted under this contract. Provide the company name of all sub-contractors identified by the bid due date in the space provided. Bidders should also indicate which areas will be subcontracted to DBE firms and the percentage to be subcontracted to DBE firms.

AREA TO BE SUBCONTRACTED	COMPANY NAME OF SUB-CONTRACTOR	DOLLAR VALUE	DBE PARTICIPATION		
			CHECK ONE		DBE %
			YES	NO	
TOTAL					

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ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

VENDOR REFERENCES

Please list five (5) references, **other than Tarrant County**, who can verify your performance as a vendor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine your firm's ability to provide the intended goods or service of this bid. The County prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem your bid/response as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Tarrant County or their designee will conduct reference checks. Any deviation to this will result in rejection of the bid/response.

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

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**ANNUAL CONTRACT FOR CARPET, TILE AND
MISCELLANEOUS FLOORING MATERIALS AND SERVICES**

VENDOR REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE FOUR

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

REFERENCE FIVE

GOVERNMENT/COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON AND TITLE: _____
TELEPHONE NUMBER: _____
E-MAIL ADDRESS: _____
SCOPE OF WORK: _____
CONTRACT PERIOD: _____

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**ANNUAL CONTRACT FOR CARPET, TILE AND
MISCELLANEOUS FLOORING MATERIALS AND SERVICES**

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Tarrant County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Tarrant County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Tarrant County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____ **X**
Authorized Representative

NAME AND ADDRESS OF COMPANY:

_____	Date _____
_____	Name _____
_____	Title _____
Tel. No. _____	FAX No. _____
E-Mail Address: _____	

AFTER HOURS EMERGENCY CONTACT:

Name: _____ Tel. No. _____

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID.



Did you provide references,
sign your bid and/or your
addendum?

If not, your bid will be
rejected.

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

COMPANY IS:

Business included in a Corporate Income Tax Return? ☐ YES ☐ NO

☐ Corporation organized & existing under the laws of the State of _____

☐ Partnership consisting of _____

☐ Individual trading as _____

☐ Principal offices are in the city of _____

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

**The following information applies ONLY
to an awarded Bidder/Respondent**

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Tarrant County Purchasing Agent, the completed Form 1295 **must** be submitted to Tarrant County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Tarrant County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

**BY SIGNING ON THE "COMPLIANCE PAGE"
YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE.**

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COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____X

THIS FORM MUST BE SIGNED.

THE ORIGINAL WITH ORIGINAL SIGNATURE AND ONE (1) COPY MUST BE RETURNED WITH BID.

<p align="center">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

BID FORMS/DOCUMENTS CHECKLIST

✓Indicates Compliance	A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.
	1. <u>Sub-Contractor List.</u> Bidder has included list of areas of work to be sub-contracted under this contract and indicated which areas will be sub-contracted to DBE firms.
	2. <u>Vendor References.</u> Bidder has provided five (5) references, other than Tarrant County. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
	3. <u>Signatures.</u> All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	4. <u>Bid Proposal Forms.</u> All sections of Bid Proposal Forms have been completed.
	5. <u>Insurance Certificates (If required).</u> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.
	6. <u>Addenda.</u> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.
	7. Organizational, License, and Financial Information is included as specified in this Request for Bid.
	8. It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide a signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.
	9. Bidder has read, understands, and agrees to Tarrant County's Criminal Background Check requirements.

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ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

BID FORMS/DOCUMENTS CHECKLIST

✓Indicates Compliance	<p>A check mark (✓) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.</p>
	<p>10. Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Tarrant County will not be responsible for errors made by the bidder.</p>
	<p>11. Bidder's company is registered on TVORS (Tarrant On-Line Vendor Registration System).</p>
	<p>12. <u>Examination of Site and Bidding Documents (Specifications):</u> Bidders are responsible for reading the entire bid package and complying with all specifications, including those not specifically listed in this checklist. It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions.</p> <p>Before submitting a bid proposal, the bidder is required to carefully examine the Bidding Documents (drawings and specifications), visit the site, note existing facilities, conditions and limitation affecting the work to be performed under this contract.</p> <p>By submitting a bid proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information or because of any misunderstanding, or because of misinterpretation of the requirements of the contract.</p>
	<p>13. Literature describing the manufacturer's sustainability policies and practices is included with bid.</p>
	<p>14. Bidder has sealed and marked the envelope with the Bid Number, Bid Title, and due date.</p>
	<p>15. Failure to comply with the requirements set forth in this Request for Bid may result in rejection of bid and/or cancellation of contract after award.</p>

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ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

BID PROPOSAL

Having read and understood the Instructions to Bidders and Specification, we submit the following bid:

Item No.	Description	Discount Schedule	Discount Off Retail
1.	Carpet and Tile, meeting specifications, Manufacturer: Lees		
A.	Carpet Tile	_____	_____ %
B.	Broadloom Carpet	_____	_____ %
2.	Carpet and Tile, meeting specifications, Other Manufacturers		
A.	Carpet Tile		
	Manufacturer: _____	_____	_____ %
	Manufacturer: _____	_____	_____ %
	Manufacturer: _____	_____	_____ %
B.	Broadloom Carpet		
	Manufacturer: _____	_____	_____ %
	Manufacturer: _____	_____	_____ %
	Manufacturer: _____	_____	_____ %
3.	Explain in detail if your company buys back old carpet, or submit information from the manufacturer's line that you will be representing? ____ Yes ____ No If yes, explain your policy/procedure in detail. _____ _____ _____ _____ _____		

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ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

BID PROPOSAL

4. Explain in detail the procedure if Tarrant County experiences any problems with carpet that has been installed (i.e. shrinking carpet tile):

5. Provide a link or white papers from the carpet manufacturer on how to calculate LEED points:

6. Does your company or other manufacturer offer rebates? ☐ Yes ☐ No

If yes, explain your policy/procedure in detail.

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BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE
7.	Wall Carpet Install	\$_____/YD
8.	4" Rubber Cove Base	\$_____/LF
9.	4" Cove Base, Furnish and Install	\$_____/LF
10.	6" Cove Base, Furnish and Install	\$_____/LF
11.	Cove Base Adhesive	\$_____/Pail
12.	After Hours Labor	\$_____/YD
13.	Ardex Feather Finish, Furnish and Install	\$_____/Bag
14.	Armstrong VCT	\$_____/SF
15.	Armstrong VCT, Furnish and Install	\$_____/SF
16.	Demo VCT	\$_____/SF
17.	Carpet Demo	\$_____/YD
18.	Carpet Install	\$_____/YD
19.	Carpet Tile Adhesive	\$_____/Pail
20.	Carpet (Broadloom) Adhesive	\$_____/Pail
21.	Ceramic Install	\$_____/SF
22.	Ceramic Install with Epoxy Grout	\$_____/SF
23.	Demo Ceramic	\$_____/SF

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BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE
24.	Demo Cove Base	\$_____/LF
25.	Demo Wood Flooring	\$_____/SF
26.	Double Stick Carpet Install	\$_____/YD
27.	F&I Transition	\$_____/LF
28.	Furniture Lift	\$_____/YD
29.	Furniture Moving	\$_____/YD
30.	Install Wood Flooring	\$_____/SF
31.	Install Rubber Flooring	\$_____/SF
32.	Scrape Away Old Glue	\$_____/SF
33.	Border Labor	\$_____/SF
34.	Install Static Dissipated Tiles	\$_____/SF
35.	Install Vinyl Wood Plank	\$_____/SF
36.	Vinyl Wood Plank Adhesive	\$_____/GAL
37.	Apply Clear Sealer Concrete	\$_____/SF
38.	Journeyman Installer	\$_____/HR
39.	Journeyman Helper	\$_____/HR
40.	Sand and Refinish Wood Floor	\$_____/SF
41.	F&I Epoxy Quartz Floor	\$_____/SF

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ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE
42.	Wall Tile Installation	\$_____/SF
43.	Install Sheet Vinyl	\$_____/YD
44.	Heat Weld	\$_____/LF
45.	Minimum Charge for Sm. Repair	\$_____
46.	Mark Up on Wholesale Materials furnished to Tarrant County	_____%
47.	Take Back and Recycling of Old Carpet Products	\$_____/SY
48.	Moisture Test	\$_____

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TECHNICAL SPECIFICATIONS

I. GENERAL:

- A. The work consists of the following:
 - 1. Contractor shall be responsible for moving all furniture before demolition and installation of new carpet and for returning all furniture back to original locations after installation is complete.
 - 2. Contractor shall be responsible for any dust control methods required.
 - 3. Contractor shall be responsible for protecting all items to remain, i.e., furnishings, equipment, etc.
- B. Use of Premises:
 - 1. Use of Existing Building: Repair damage caused by construction operations. Protect building and its occupants during construction period.
- C. Owner's Occupancy Requirements:
 - 1. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.
- D. Submittals:
 - 1. Samples: For each type of product indicated, in manufacturer's standard-size Samples but not less than twelve (12) inches long, of each resilient product color, texture, and pattern required.
- E. Delivery, Storage, and Handling:
 - 1. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.
- F. Project Conditions:
 - 1. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F, in spaces to receive floor tier during the following time periods:
 - a. 48 hours before installation.
 - b. During installation.
 - c. 48 hours after installation
 - 2. After post-installation period, maintain temperatures within range recommended by manufacturer, but not less than 65 deg F or more than 90 deg F.

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TECHNICAL SPECIFICATIONS, continued

II. EXAMINATION:

- A. Examine substrates, with installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Preparation:
 - 1. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
 - 2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
 - 3. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
 - a. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 4. Clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. Resilient Wall Base Installation:
 - 1. Apply wall base to walls, columns, plasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
 - 2. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
 - 3. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - 4. Do not stretch wall base during installation.
 - 5. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.

ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

TECHNICAL SPECIFICATIONS, continued

D. Job-Formed Corners:

1. Outside Corners: Use straight pieces of maximum lengths possible. Form without producing discoloration (whitening) at bends. Shave back of base at points where bends occur and remove strips perpendicular to length of base that are only deep enough to produce a snug fit without removing more than half the wall base thickness.
2. Inside Corners: Use straight pieces of maximum lengths possible. Form by cutting an inverted V-Shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce a snug fit to substrate.

E. Cleaning and Protection:

1. Perform the following operations immediately after completing resilient product installation:
 - a. Remove adhesive and other blemishes from exposed surfaces.
 - b. Damp-wash surfaces to remove marks and soil.
 - 1) Do not wash surfaces until after time period recommended by manufacturer.
2. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

F. Submittals:

1. Samples: For each of the following products and for each color and texture required. Label each sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.
 - a. Carpet: 9" x 9" Samples.
 - b. Exposed Edge, Transition, and other Accessory Stripping: 12-inch-long samples.

G. Quality Assurance:

1. Installer Qualifications: An experience installer with not less than five (5) consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section.
FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSALS WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM IS AN APPROVED INSTALLER FOR THIS PROJECT.

ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES

TECHNICAL SPECIFICATIONS, continued

2. Measurement Verifications: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicted and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
 3. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirement; no additional compensation shall be allowed for shortage of materials.
 4. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
 5. Fire-Test-Response Characterizes: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
 6. Pre-Installation Conference: Conduct conference at Project site. Review methods and procedures related to demolition and carpet installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review dust control procedures.
 - d. Review requirements/procedures for protecting items to remain, i.e. furnishings, equipments, etc.
- H. Delivery, Storage, and Handling:
1. Comply with CRI 104, Section 5, "Storage and Handling".
 2. Deliver carpeting materials in original mill protective package with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well ventilated area, protected from weather, moisture and soiling.
 3. Cutting: Before roll carpet is cut, it shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet shall be rolled to insure that carpet rolls are from the same dye lot.
 4. **Deliver all required overages and maintenance stock to Owner's specified location prior to beginning installation.**

<p style="text-align: center;">ANNUAL CONTRACT FOR CARPET, TILE AND MISCELLANEOUS FLOORING MATERIALS AND SERVICES</p>

TECHNICAL SPECIFICATIONS, continued

- I. Projection Conditions:
 - 1. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."
 - 2. Environmental Limitations: Maintain temperatures in space in accordance with carpet manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation. Sub-floor temperature should be a minimum of 60 degrees F for 24 hours prior to and after installation.
 - 3. Precondition: All of the carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees F with humidity between 35% to 65%.
- J. Seaming Requirements:
 - 1. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - a. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by Owner's Representative.
 - b. No cross seams shall be allowed in drops of 10 feet or less.
 - c. Seams shall be inconspicuous to visual inspection. No seams shall occur perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
 - d. No carpet pieces less than 12 inches in width shall be used in the work.
 - e. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring contractor.

III. CARPET REMOVAL:

- A. Remove and dispose of all existing carpet and materials to make sub-floor acceptable for installation if applicable.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

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TECHNICAL SPECIFICATIONS, continued

B. Examination:

1. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Unroll all goods to verify all goods for type, color, pattern, and potential defects against the approved samples prior to installation.
2. Concrete Sub-Floors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - a. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet manufacturer.
 - b. Sub-floors are free of cracks, ridges, depressions, scale, and foreign deposits.
3. In the event of discrepancy, notify Owner. Do not proceed with installation in areas of discrepancy until all such unsatisfactory conditions have been corrected. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.

C. Preparation, General:

1. General: Comply with CRI 104, section 7.3, "Site Conditions; Floor Preparation", and with carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
2. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet manufacturer.
3. Prepare sub-floor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by Manufacturer.
4. Broom and vacuum clean substrates to be covered immediately before installing carpet.

D. Installation, General:

1. General: Comply with CRI 104 and carpet manufacturer's written installation instructions for the following:

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TECHNICAL SPECIFICATIONS, continued

- a. Direct-Glue-Down Installation: Comply with CRI 104, Section 9, "Direct Glue-Down Installation."
 - b. Stair Installation: Comply with CRI 104, Section 13, "Carpet on Stairs" for glue-down installation.
 2. Installation Method: As recommended in writing by carpet manufacturer.
 3. Maintain dye lot integrity. Do not mix dye lots in same area.
 4. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
 5. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
 6. Carpet shall be installed with pile lying in the same direction (monolithic). Cut carpet evenly and accurately to fit neatly at walls, columns and projections.
 7. Install carpet shall be free from ripples, ravel, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the carpet installer's responsibility to trim all edges to eliminate fuzzy seams.
 8. Expansion Joints: Do not bridge building expansions joints with continuous carpeting, provide for movement.
- E. Cleaning and Protection:
1. Remove and dispose of debris and unusable scraps:
 2. Perform the following operations immediately after installing carpet.
 - a. Remove yarns that protrude from carpet surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
 - b. Remove yarns that protrude from carpet surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
 - c. Vacuum carpet using two motor, top loading, upright commercial machine with brush only element, utilizing a high filtration dust bag.
 3. Following cleaning and vacuuming carefully protect the carpeting from soiling and damage until final acceptance.
 4. Maintenance Materials: Deliver usable, scraps to Owner's designated storage space, properly packed and identified. Useable scraps are defined to include roll ends of less than 9 feet in length and pieces of more than 2 feet wide. Dispose of smaller pieces as construction waste.

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TECHNICAL SPECIFICATIONS, continued

F. Submittals:

1. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

G. Quality Assurance:

1. Installer Qualifications: An experience installer with not less than five (5) consecutive years of experience in installation of commercial carpeting of type, quantity and installation methods similar to work of this section. FLOORING CONTRACTOR SHALL SUBMIT WITH BID PROPOSALS WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM IS AN APPROVED INSTALLER FOR THIS PROJECT.
2. Measurement Verifications: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicted and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
3. Flooring Contractor shall be totally responsible for the accuracy of his measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirement; no additional compensation shall be allowed for shortage of materials.
4. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
5. Fire-Test-Response Characterizes: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
6. Pre-Installation Conference: Conduct conference at Project site. Review methods and procedures related to demolition and carpet installation including, but not limited to, the following:
 - a. Review delivery, storage, and handling procedures.
 - b. Review ambient conditions and ventilation procedures.
 - c. Review dust control procedures.
 - d. Review requirements/procedures for protecting items to remain, i.e. furnishings, equipments, etc.

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TECHNICAL SPECIFICATIONS, continued

- H. Delivery, Storage, and Handling:
1. Comply with CRI 104, Section 5, "Storage and Handling".
 2. Deliver carpeting materials in original mill protective package with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well ventilated area, protected from weather, moisture and soiling.
 3. Cutting: Before roll carpet is cut, it shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to the Owner. Carpet shall be rolled to insure that carpet rolls are from the same dye lot.
 4. Deliver **all required overages and maintenance stock to Owner's specified location prior to beginning installation.**
- I. Projection Conditions:
1. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."
 2. Environmental Limitations: Maintain temperatures in space in accordance with carpet manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation. Sub-floor temperature should be a minimum of 60 degrees F for 24 hours prior to and after installation.
 3. Precondition: All of the carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees F with humidity between 35% to 65%.
- J. Seaming Requirements:
1. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - a. Seaming layout shall enable future replacement, especially in large open areas and traffic paths. Seaming shall run parallel to major traffic flow whenever possible, unless specifically indicated in writing by Owner's Representative.
 - b. No cross seams shall be allowed in drops of 10 feet or less.
 - c. Seams shall be inconspicuous to visual inspection. No seams shall occur perpendicular to doors or entries. Seams occurring at doors, parallel to doors, shall be centered directly under the closed door.
 - d. No carpet pieces less than 12 inches in width shall be used in the work.
 - e. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring contractor.

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TECHNICAL SPECIFICATIONS, continued

IV. CARPET TILE REMOVAL:

- A. Remove and dispose of all existing carpet and materials to make sub-floor acceptable for installation if applicable.
- B. Examination:
 - 1. Examine substrates, areas, and conditions for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance. Examine carpet tile for type, color, pattern, and potential defects against the approved samples prior to installation.
 - 2. Concrete Sub-Floors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - a. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by carpet tile manufacturer.
 - b. Sub-Floors are free of cracks, ridges, depressions, scale, and foreign deposits.
 - 3. In the event of discrepancy, notify Owner. Do not proceed with installation in areas of discrepancy until all such unsatisfactory conditions have been corrected. Start of carpet installation indicates acceptance of sub-floor conditions and full responsibility for completed work.
- C. Preparation, General:
 - 1. General: Comply with CRI 104, section 6.2, "Site Conditions; Floor Preparation", and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.
 - 2. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.
 - 3. Prepare sub-floor to insure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by Manufacturer.
 - 4. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

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TECHNICAL SPECIFICATIONS, continued

D. Installation, General:

1. General: Comply with CRI 104, Section 14, "Carpet Modules," and with carpet tile manufacturer's written installation instructions for the following:
2. Installation Method: As recommended in writing by carpet tile manufacturer.
3. Maintain dye lot integrity. Do not mix dye lots in same area.
4. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture, cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
5. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
6. Carpet shall be installed with pile lying in the same direction. Cut carpet evenly and accurately to fit neatly at walls, columns and projections.
7. Install carpet shall be free from ripples, ravel, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the carpet installer's responsibility to trim all edges to eliminate fuzzy seams.
8. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

E. Cleaning and Protection:

1. Remove and dispose of debris and unusable scraps:
2. Perform the following operations immediately after installing carpet.
 - a. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet tile manufacturer. Replace carpet where spots cannot be removed.
 - b. Remove yarns that protrude from carpet tile surface using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.
 - c. Vacuum carpet tile using two motor, top loading, upright commercial machine with brush only element, utilizing a high filtration dust bag.
3. Following cleaning and vacuuming carefully protect the carpeting from soiling and damage until final acceptance.
4. Maintenance Materials: Deliver usable, uncut carpet tiles to Owner's designated storage space, properly packaged and identified. Dispose of smaller pieces as construction waste.

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TECHNICAL SPECIFICATIONS, continued

V. PRODUCT: CARPET: Broadloom and Carpet Tile

- A. Carpet shall meet the following minimum requirements:
1. Construction: Tufted
 2. Surface Texture: Multilevel or level loop pile, cut pile
 3. Pile Thickness: .094" avg.
 4. Gauge: 1/8" minimum
 5. Yarn Weight: 20 oz. per sq. yd., minimum
 6. Face Yarn: Type 6, 6 environmentally preferred product, Antron Legacy
 7. Dye System: Solution Dyed or Duracolor® by Lees
 8. Dry Soil Retardant: DuraTech by Invista
 9. Primary Backing: Woven Polypropylene
 10. Secondary Backing: Woven Polypropylene
 11. Bonding Agent: 100% renewable Bio-Based Resource (no latex)
 12. Width: 12' and 24"x24"
 13. Tuft Bind: 20 lb avg tuft bind wet or dry per ASTM D-1335-67
 14. Static Control: 3.0 kv when tested under Standard Shuffle test (70 degrees, 20% RH)
 15. Flammability:
 - a. DOC-FF-1-70 Pill Test: Passes
 - b. Floor Radiant Panel: Meets NFPA class 1 when tested per ASTM-E-648 glue down
 16. NBS Smoke Chamber NFPA 258: Less than 450 Flaming Mode.
 17. Color Fastness:
 - a. Light fastness – AATCC 16E-1982 – Dark color; Gray scale rating of 4 or better after 160 standard fading hours as compared to AATCC Gray Scale for evaluation change in color.
 - b. Ozone and Gas – AATCC 129-1981 – Rating 3 or better per color AATCC transference scale.
 18. Indoor Air Quality: Manufacturer must demonstrate that carpet is certified under the CRI Green Label Plus Program.
 19. Carpet Manufacturers: Subject to compliance with specifications, the following manufacturers and products are approved; **Lees Carpets.**

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TECHNICAL SPECIFICATIONS, continued

20. Pattern and Color: Understanding the importance of pattern and color for aesthetics, as well as appearance retention and maintainability, owner reserves the right to reject any product or manufacturer based solely on pattern and color considerations.

B. Warranties:

1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the owner removes them from service.
2. Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
 - Edge Ravel – wet or dry. (no seam sealer required)
 - Black delamination – wet or dry.
 - Loss of 20 lb. average tuft bind – wet or dry.
 - Static protection as stated above.
 - Wear – no more than 10% Face Yarn Loss.
 - Adhesive Failure.
 - Zippering – wet or dry.
 - Moisture Barrier: Carpet must provide 100% moisture barrier. Flooding will not void warranty.
3. Installation Warranty, lifetime warranty, non-prorated, against any installation related failure covering all costs including freight, labor, and material co-signed by flooring contractor and the manufacturer.

C. Stain Resistance:

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under GSA requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent. All carpets submitted must have at least a five year written history of successfully passing the GSA testing protocol for Stain Resistance. Carpet must resist acid type spills for the life of the product.

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TECHNICAL SPECIFICATIONS, continued

****NOTE REGARDING LEES CARPET:**

All Lees Carpets made with the Duracolor technology carry a lifetime warranty regarding acid-type spills. Carpets not conforming to this warranty will be repaired or replaced to owner's satisfaction. Upon purchase of a Lees Carpet, owner will automatically receive a lifetime warranty on the carpet in reference to staining. **This warranty states that the carpet will resist permanent staining from all acid-type spills for as long as owner owns the carpet.** Acid-type spills are food based spills. No other chemical other than water will be necessary to remove these types of spills. Acid-type spills constitute about 97% of all the spills within a facility. The other 3% of the spills are either paint, oil, and grease derivatives or are unknown. For these type spills, furnish a neutral pH cleaner that will remove these spills at no charge. 97% of the time nothing more than water is needed for cleaning.

If there is ever a situation that an acid-type stain cannot be removed with water, the carpet will be repaired or replaced at no cost to the owner.

The only thing that can harm this carpet is to clean it with a chlorinated chemical (bleach). Bleach will degrade the integrity of the nylon and can in some instances distort the color of the fiber. As long as water is used for your extractions, the carpet will be fine. This will also lower flooring maintenance costs. No more chemicals.

Lees Carpets will also schedule for an in-house maintenance seminar to be conducted by Lees personnel to the owner's maintenance contractor. This will be at no cost to be owner. This is a four-hour seminar that will train owner's custodial personnel to become "Lees maintenance Technicians". Once this seminar has been conducted, Lees Carpets will be able to offer an extended stain warranty to all Lees Carpets maintained by the owner. **This warranty (Lees Top to Bottom Warranty) will cover any and all stains regardless of whether they are acid-type spills or not.** If there is ever a stain that cannot be removed, the custodial personnel will be instructed step-by-step as to the proper procedures to remove the stain. If this is not successful, Lees' Technicians will travel on-site to remove the stain. If unsuccessful, the carpet will be replaced at no cost to the owner. If the stain can be removed by Lee's personnel, the owner will pay for travel expenses incurred.

NOTE: In 13 years since Duracolor was invented, there has never been a situation that a customer has had to pay for the travel expenses. A simple phone conversation between Lees personnel and owner's custodial personnel is usually all it takes.