



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FLRCOV07

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

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DATE PRINTED 07/25/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/22/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REQUEST FOR QUOTATION</p> <p>FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO PROVIDE FLOOR COVERING (CARPET/VINYL TILE) TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBIDIVISIONS.</p> <p>*****NOTICE*****</p> <p>A MANDATORY PRE-BID MEETING IS SCHEDULED FOR FOR WEDNESDAY, AUGUST 9, 2006 AT 11:00 A.M.. THIS MEETING WILL BE AT THE PURCHASING DIVISION OFFICES, 2019 WASHINGTON STREET, EAST, CHARLESTON, WEST VIRGINIA (BUILDING 15 OF THE CAPITOL COMPLEX). ALL INTERESTED BIDDERS ARE REQUIRED TO BE REPRESENTED AT THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING SHALL RESULT IN AUTOMATIC DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p> <p>ATTACHMENTS:</p> <p>1. SPECIFICATIONS, DATED JULY 25, 2006, 17 PAGES. 2. PRICING PAGES - PLEASE TYPE - MUST BE SIGNED 3. AFFIDAVIT</p> <p>NOTE: QUANTITIES SHOWN ON THE PRICING PAGES ARE ESTIMATES AND ARE NOT TO BE CONSIDERED ANY GUARANTEE OF FUTURE CONTRACT USE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

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GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract is automatically null and void, and is terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.



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MODULAR AND ROLL CARPET AND VINYL COMPOSITION TILE ANY RESULTING CONTRACT SHALL MULTIPLY THE LABOR RATE BY THE SQUARE FEET OF THE FLOOR AREA TO BE COVERED, WHICH WILL OFTEN BE LESS THAN ACTUAL SQUARE FEET OF CARPET PURCHASED. ALL QUOTED PRICES ARE TO BE FOB DESTINATION WITH ALL ALL SHIPPING CHARGES INCLUDED IN THE QUOTED PRICE. DESTINATION SHALL BE \$250.00. FOR ORDERS LESS THAN \$250.00, TRANSPORTATION CHARGES MAY BE INVOICED SEPARATELY, WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE. AGENCIES MAY MAKE PURCHASES OF MATERIAL ONLY THAT FALL UNDER THE \$250.00 LIMIT AT A SOURCE TO AVOID THE DELIVERY CHARGES. NOTE: THIS APPLIES TO PURCHASE OF PRODUCT ONLY. NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS EXPRESSLY PROHIBITED. BIDDERS MUST SIGN THE PRICING SCHEDULE VERIFYING THE ITEMS QUOTED MEET SPECIFICATIONS. ITEMS BID THAT DEVIATE FROM THE SPECIFICATIONS MUST BE SO MARKED AND THE DEVIATION FROM SPECIFICATION MUST BE NOTED. IMPORTANT PRICING SCHEDULE MUST BE SIGNED. BIDS WITH NO SIGNATURE ON THE PRICING SCHEDULE WILL BE DISQUALIFIED. IMPORTANT AFTER THE PRE-BID CONFERENCE, AN ADDENDUM WILL BE						

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<p>TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: ORDERS \$100,000 OR LESS: STATE AGENCIES SHALL ISSUE A WV-39 BLANKET RELEASE ORDER, TO THE CONTRACT VENDOR FOR THE DESIRED ITEM(S). A COPY SHALL BE MAILED TO THE PURCHASING DIVISION.</p> <p>PURCHASES IN EXCESS OF \$100,000: PREPARE A WV-35 AND FORWARD FOR REVIEW BY THE PURCHASING DIVISION. AT THE DISCRETION OF THE DIRECTOR OF PURCHASING, OR HIS DESIGNEE, THESE REQUIREMENTS MAY BE BID.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED</p>						

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				DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.		
				VENDOR PREFERENCE CERTIFICATE		
				CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).		
				A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:		
				() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR		
				() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS		

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<p>CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO</p>						

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<p>DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p>						

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<p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----BETTY FRANCISCO - FILE 42-----</p> <p>RFQ. NO.:-----FLRCOV07-----</p> <p>BID OPENING DATE:---WEDNESDAY, AUGUST 22, 2006-----</p> <p>BID OPENING TIME:---1:30 P.M.-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ FLRCOV07 ***** TOTAL: _____						

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SPECIFICATIONS

1.0 CLASSIFICATION

Products furnished herein shall be classified as roll carpet and modular carpet tile and Vinyl composition tile. This specification covers tufted carpets including broadloom, 6-foot goods, and tiles; loop pile and cut pile types; unitary and secondary backings (also including vinyl-backed), and attached and separate carpet cushions and vinyl composition tile. Each item covers a specific type of carpet. Such types are covered herein. *Woven carpets are not covered in this specification.* The term "carpet" shall mean the floor covering selected, including the vinyl composition tile included in this quotation.

2.0 APPLICABLE PUBLICATIONS

Compliance with all applicable requirements (current and future) of the following organizations shall form a part of this specification:

American Association of Textile Chemists and Colorists (AATCC)
PO Box 12215
Research Triangle Park, NC 27709
(919) 549-8141

American Society for Testing and Materials (ASTM)
100 Bar Harbor Drive
West Conshahocken, PA 19428-2959
(610) 770-3000

National Fire Protection Association (NFPA)
Batterymarch Park
Quincy, MA 02269
(617) 770-3000

WV State Fire Marshal's Office
1207 Quarrier Street (Second Floor)
Charleston, WV 25301
(304) 558-2191 Fax (304)558-2537

Carpet and Rug Institute's publication - "The Carpet Specifier's Handbook

Request for information should be made to the individual organization.

3.0 REQUIREMENTS

Bidders must have been in the carpet/floor covering business for a minimum of five (5) years.

4.0 QUANTITY

The quantities indicated on the pricing pages are estimates; no future contract use is guaranteed. The State of West Virginia does not obligate itself to purchase any volume shown but the price offered must be allowed should the volume be less. The State's requirements may exceed the volume shown and the successful bidder shall be required to furnish all requirements during the life of the contract.

At the end of each quarter, the successful contractor shall provide the Purchasing Division, Buyer #42, 2019 Washington Street, East, Charleston, WV 25305, with a listing of items and services (and value) supplied from this contract and the name and address of each delivery location (totaled by floor covering item and total dollars).

5.0 MATERIALS

Carpets meeting the specifications with respect to type of pile, minimum weight, minimum density, pattern style, color selection, texture and usability will be acceptable for this solicitation.

After award, should an identity/carpet name change or specification change be made to any product on the contract, it must be reported in writing to the Director of Purchasing for acceptance or approval by a change order to the contract, before being supplied to any state agency. Failure to do so may result in item deletion from the contract.

Should an agency have circumstances requiring a specialized product not included in this contract, a separate purchase may be authorized with the approval of the Director of Purchasing.

6.0 CONTRACTOR'S RESPONSIBILITY – WORKMANSHIP AND INSTALLATIONS

Installations must be completed in accordance with CRI-104, "Standard for Installation of Commercial Textile Floor Covering Materials," for all aspects not covered in the manufacturer's written installation recommendations. Installation shall be in full compliance with all federal, state, and local regulations and ordinances. Methods of installation may include:

(a)	stretch-in, with separate cushion
(b)	direct gluedown, with or without
(c)	double glue-down ("double-stick"), with separate cushion
(d)	other methods, where specifically approved by the State

All carpeting and installation services must be provided at the West Virginia Department of Labor prevailing wage rates established for each county. You may access this on the internet at:

<http://www.wvsos.com/adlaw/wagerates/building06.htm>

The West Virginia Department of Labor can be reached by telephone at (304) 558-7890.

Work shall be performed by reputable, competent professionals who are mill certified to install. Evidence of certification will be required. (If certification is currently not available, contractor shall have 90 days to obtain certification of installers.) Contractor must comply with installation recommendations from the manufacturer.

The contractor is to furnish all labor, materials, equipment, freight and services necessary for and incidental to furnishing complete installation of all carpet and padding (when specified).

Verification of actual measurements shall be the responsibility of the contractor prior to the issuance of the purchase order by the requestor. The contractor must be present at the job site for measurements within five (5) working days after the request and respond with seam diagram and estimates within fourteen (14) days after the measurements have been taken.

Contractor shall be responsible for delivery of carpet and the safe transport throughout the building, as well as the installation without damage to the agency's property.

Designated installation times during the day and/or week shall be coordinated between the contractor and agency.

Prior to installation, carpet and related material storage shall be the responsibility of the contractor. If available, the agency may provide a designated area for storage, but will not be responsible beyond reasonable protection against the elements.

Rolled carpet shall be laid securely in place by using the Double Stick method, stretch method, or direct glue down method as appropriate. These methods must comply with manufacturer's instructions and recommendation.

The contractor shall assure that the floors to receive carpet are in satisfactory condition. All lumps must be removed and ridges and faults filled level with acceptable type filler complying with the manufacturer's instructions. All unusual conformities in the floor are to be reviewed with the agency. Obstructions such as door stops, protruding or flat electrical and terminal connectors are to be removed and replaced after carpet installation. Carpet installers are not to handle electric wiring affixed to the structure. Contractor must work with state agency's electrical personnel as necessary. The contractor shall vacuum the floor immediately prior to carpet installation, and remove all deleterious substances which would interfere with the installation or be harmful to the work.

Contractor must notify the agency of any unacceptable floor conditions. The contractor accepts all responsibility for unacceptable work due to improper floor conditions. It is the contractor's responsibility to secure a letter from the agency accepting responsibility for uncorrected conditions if the agency refuses to have the necessary pre-work completed prior to the floor covering installation.

Carpet must be installed on a sequential roll basis and contractor will be responsible for providing an acceptable level of side by side color matching. This level of acceptability will be determined by the State.

Large open area installations shall be of the same manufactured lot or as agreed upon (prior to placing a firm order) between the agency and the supplier to ensure color match throughout.

Carpet shall be laid out and seamed in the longest lengths practical to eliminate as many seams as possible. Seams at doorways shall be parallel and centered directly under the door(s). All seams shall be made in accordance with the manufacturer's recommendations. The number of pieces of carpet shall be held to the minimum number necessary.

After installing, all carpet seams shall be smooth without sprouting or puckering.

Seams shall be prepared by trimming off the mill or factory edge. The cut is to be made far enough in from the carpet edge so that a clean and even edge is provided.

All edges cut for seaming must be treated with a seam sealer where applicable in accordance with manufacturer's written instructions.

The contractor shall submit to the requesting agency a seam diagram showing the location of all seams as they will be in actual installation. Direction of carpet shall also be indicated. Also, provide Manufacturer's Certificate of Compliance to specifications identifying the carpet by registry numbers.

Installation will not begin until the requested diagram is approved in writing by the Agency. Contractor shall calculate requirement for carpet tiles based upon whole cartons of carpet tiles.

Contractor must provide MSDS sheets on all adhesives used in the installation process. All adhesives used must be those approved by the manufacturer for the type of installation. The adhesives must have zero Volatile Organic Compounds (VOC's).

Contractor must provide agency with two (2) complete sets of the manufacturer's published recommended maintenance procedures including the recommended schedule for each maintenance task. In addition, a qualified representative is to provide complete verbal instruction at agency's site to the appropriate personnel on such maintenance procedures and schedule. Instruction is to include demonstrations where feasible and

appropriate. This instruction is to be provided, upon agency request, preferably within 5 working days after the carpet has been installed, unless otherwise specifically allowed (in writing) or requested (in writing) by the purchasing office of the using agency.

Contractor shall provide on the contractor's letterhead, the name of the installers with a notation as to certified carpet installers, and furnish this statement with the invoice documentation. If the carpet manufacturer requires a trained carpet installer, as a part of the warranty requirements; the vendor must provide the name of the trained or approved installer(s) attached to the Agency's invoice.

7.0 RESPONSIBILITY FOR PERSONS AND PROPERTY

The contractor shall be responsible for the acts and omissions of all the contractor's employees and all subcontractors, their agents and employees and all other person performing any of the work under a contract with the contractor.

The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

Incompetent or incorrigible employees shall be dismissed from the project by the contractor when so determined by the State, and such persons shall be prohibited from returning to the project without the written consent of the State.

Unless otherwise specifically provided in the contract documents, the contractor shall provide and pay for all materials, transportation, and service necessary for the proper execution and completion of this contract.

The contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the protection of persons or property from injury, damage or loss.

The contractor shall take whatever precautions are necessary to prevent injury, damage or loss to 1) all employees and all other persons who may be affected; 2) all project materials and equipment; and 3) all other property at the site or adjacent thereto.

The contractor shall be liable for all injury, damage or loss to persons and property as outlined above. The project work shall be carried out entirely at the contractor's risk and the state government and/or local political subdivision and their employees assume no responsibility or obligation whatsoever.

Prior to completion of installations and acceptance by the governmental agency, the contractor shall be fully responsible for his or her own tools and equipment as well as any carpet or underlayment, if stored on the State property.

7.0 AGENCY RESPONSIBILITIES

- A. Asbestos remediation shall be the responsibility of the agency.
- B. Have the carpet installation site ready for the installers.
- C. Inspect carpet installation for contract compliance including yardage used.
- D. Review scraps, challenge any apparent excess, and retain any as desired for stock. (Carpet tile shall be purchased in whole cartons to complete the installation and Agency shall accept and retain any remaining carpet.)
- E. Provide a punch list to Contractor for any corrections needed.
- F. Check for damage to finished surfaces caused by the installers.
- G. Obtain the written 2-year guarantee on installation work and certificate of compliance to specifications.
- H. Have an Agency representative(s) present (on-site) to accept the completed carpet installation before the contractor leaves the job site - no matter the time (AM or PM) of completion. Agency representative may accept the installation with exception of the punch list of corrective actions which is provided to the contractor.
- I. Care and protect the carpet from dirt and dust and prevent the dragging of furniture on the new carpet during the movement of furnishings. Agency must exercise due care in the movement of heavy furniture/equipment on the carpet.
- J. If grinding of the floors is necessary, it will be the responsibility of the Agency to secure that work outside this contract. Minor leveling will be expected of the contractor.

8.0 Ordering Procedure

Purchases up to \$100,000: State agencies shall issue a WV-39, Blanket Release Order, to the contract vendor for the desired item(s). A copy shall be mailed to the Purchasing Division. If the order is less than \$2,500 and is to be processed using the Procurement Card, the Purchasing Division does not require a WV-39.

Purchases in excess of \$100,000: Prepare a WV-35 and forward for review by the Purchasing Division. At the discretion of the Director of Purchasing, or his designee, these requirements may be bid.

9.0 Installation

The agency will prepare the area to receive carpet prior to installer arrival by removing personal effects, etc. from desks and removing and boxing of books from bookcases and shelves. **Carpet contractor will provide a minimum of seventy-two (72) hours in advance notice for this purpose.** For an hourly fee, the carpet installer crew will move light-weight furniture, boxes, etc. out of and back into the areas where new floor covering is being installed. **Agency will be responsible for disconnecting and moving all heavy equipment - such as filing cabinets, and major electronic and computer equipment and**

oversize and L-shaped desks, wall unit bookshelves and panel systems. To minimize the office disruption, Agency must coordinate the moving of panel systems with a third-party (such as a panel system dealer), with the contractor installing the floor covering. The Agency must discuss and reach agreement with the vendors involved upon the schedule for the work to begin and for timetable to assure a reasonable completion of the project. This should be confirmed in writing, with the vendors and the agency signing the agreement. This confirmation should be done when the floor covering contractor has received the materials necessary for the work. If the area to receive carpet contains vending machines, it will be the agency's responsibility to contact the vending company in advance to arrange for their personnel to move the machines. Disposal of existing carpet and cove base removed by the contractor is the responsibility of the Division of Surplus Property - unless the Division of Surplus Property approves of the disposal by the contractor. **The agency must contact the Division of Surplus Property for this decision prior to ordering the floor covering. If the contractor is to dispose of the carpeting and cove base removed, the agency must inform the contractor at the time the floor covering is ordered.**

10.0 ADDITIONAL RESPONSIBILITIES OF CONTRACTOR DURING INSTALLATION

The contractor shall afford the State and separate contractors, if involved with other phases of a building construction/remodeling, when required, reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work; and, the contractor shall, if requested by the State to do so, connect, sequence and coordinate work under this contract with that of others.

11.0 OCCUPANCY DURING CONSTRUCTION FOR INSTALLATIONS

The State reserves the right to enter the premises and store or attach such items as the State may elect without in any way affecting the contract, providing such use of the premises does not substantially interfere with the progress of the work.

11.0 INSPECTION OF CARPET INSTALLATIONS

The contractor shall protect finished floors.

The contractor shall remove all waste, excess materials of new carpet, tools, etc. from the area and leave it "broom clean". A representative from the agency shall view all scraps and retain any desired.

Upon completion of the installation and cleaning as specified, the contractor shall notify the owner for final inspection prior to acceptance.

Complete installation shall be inspected by the agency's representative prior to acceptance. Contractor must complete any agency "punch list" within 15 days after receipt of list.

Any damage to finished surfaces caused by work under this contract shall be corrected, without charge to the State prior to acceptance of the installation.

Inferior materials or workmanship shall result in rejection of the entire installation until replaced or repaired to the satisfaction of the agency as per the specifications.

12.0 STATE'S RIGHT TO STOP PROJECT DURING INSTALLATIONS

If the contractor fails to correct defective work or persistently fails to comply with the specifications, the Purchasing Director may order the contractor to stop work on the project, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Purchasing Director to stop the work shall not give rise to any duty on the part of the State to exercise this right for the benefit of the contractor or any other person or entity.

13.0 MATERIALS TO BE PROVIDED WITH EACH CARPET JOB

Each shipment of carpet which is not installed by the contractor shall include a copy of the manufacturer's recommended installation instructions.

Each shipment of carpet whether installed by the contractor, or installed by the State, shall include a copy of the manufacturer's recommended care and cleaning instructions.

14.0 SAMPLES

The contractor's representative must deliver a carpet sample book to assist the using agency in the selection of carpet.

15.0 DELIVERY TIME

Standard line colors which are in stock at the factory shall require delivery within 30 days after receipt of order.

Standard line colors which are not in stock at the factory shall require delivery within 60 days.

Carpet installations shall commence within 10 days after receipt of the carpet and/or pad.

Vendor must stock a minimum of 1500 square feet of Action or Unitary Backed carpet in four different colors, for a total of 6000 square feet. (Two from item 3 and two from item 4.)

Vendor must stock a minimum of 2000 square feet of Modular Carpet Tile in four different colors, for a total of 8000 square feet. (Two from item 3 and two from item 7.)

16.0 PAYMENTS

Upon completion and agency acceptance of each project and receipt of invoice(s) (which specifies the contract number and purchase order number) the State will process payment in full.

17.0 PERMITS AND INSURANCE

Prices shall include licenses and insurance as required by law, and any other necessary expenses related to the completion of the contract, such as permits. The successful bidder must furnish the Purchasing Division a copy of the insurance certificate and the Workers Compensation certificate.

The contractor shall obtain and pay all premiums for the following insurance which shall be in force for the duration of the contract: (Upon request, the contractor shall furnish the agency with a copy of his current liability insurance certificate prior to installation.)

General Liability	Automobile Liability	Employee Liability
Combined Single Limit	Combined Single Limit	Combined Single Limit
\$500,000	\$500,000	\$500,000

Workers Compensation:

Workers Compensation Insurance must be provided covering all individuals engaged in any work under this contract. Insurance coverage must meet requirements of West Virginia laws regarding Workers Compensation Insurance.

Insurance shall be maintained with a company authorized to do business in the State of West Virginia. If requested, contractor must provide certificates of above insurance with statements from the insurers that the State specifically will receive not less than 30 days notice in the event of lapse or cancellation of the policy or policies.

The enumeration in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the performance of the contractor under a resulting contract.

18.0 WARRANTIES AND CERTIFICATES

The contractor will be required to provide a manufacturer's certificate stating that the carpet furnished under this contract was manufactured in accordance with the specifications submitted with samples provided with the Request for Quotation and identifying the carpet by manufacturer's registry numbers.

Carpet shall be warranted for a period of five (5) years after date of acceptance of the installed job against excessive surface wear and defects in material and workmanship. Excessive surface wear is defined as a reduction of pile weight, due to wear, of more than 10%. Carpet (including backing system and attached or separate cushion) which is defective in material and workmanship or which shows excessive surface wear during this warranty period shall be repaired or replaced (and reinstalled) at no charge to the owner or his representative.

Installation, when such is the responsibility of the contractor, shall be warranted against defects for a period of two (2) years after date of acceptance. Installation defects appearing within this period are to be corrected by the contractor, in a manner acceptable to the owner, at no charge to the owner or his representative.

Any portion of manufacturer's standard warranty that exceeds the above warranty requirements shall take precedence. Warranty periods shall be measurable rather than expressed in general terms - such as lifetime warranty.

The Contractor shall attach to the Agency's invoice, a copy of the carpet manufacturer's fire safety test results for each classification of carpet and pad on the invoice. This information must be provided to the Agency and the Agency is to retain this for public review.

20.0 SHIPPING

All pricing is to be quoted as F.O.B. destination. For product purchases only, the minimum order for prepaid shipping to one, in-state destination shall be \$250.00. For orders less than \$250.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$250.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.

21.0 CARPET AND PAD REQUIREMENTS**GENERAL**

Carpets will have a primary backing material into which the pile yarns are tufted to form the carpet. Woven or nonwoven slit fiber polypropylene or an equivalent approved by the State may be used for the primary backing material. Unitary, secondary, or other types of backings are to be provided as required by this specification. Where technical terms are used but not specifically defined herein, the intent is to apply the definition (or the implied meaning) given in "The Carpet

Specifier's Handbook" published by The Carpet and Rug Institute. Products are not acceptable if they deviate from the specifications in the manufacturer's respective current sample books or other manufacturers' published literature, or if they deviate from the manufacturer's standard production practices (the latter requirement applies where specifications for the particular characteristic in question are not published). At the State's request, the manufacturer may be required to substantiate claims made in its specifications by providing certified copies of test reports for tests conducted by a recognized independent testing laboratory.

PILL TEST FOR FLAMMABILITY

The "pill test" assesses the tendency for a carpet to propagate a flame from a small ignition source, like a match dropped on the carpet. All carpeting is to meet the acceptance criteria of the pill test, which is Federal Standard FF 1-70. This standard requires that no more than one out of eight test specimens shall burn a distance of 3" from the point of ignition when tested according to the method prescribed in that standard.

RADIANT PANEL TEST FOR FLAMMABILITY

The "flooring radiant panel test" is a second flammability test. This test assesses the tendency for a carpet to spread flame when it is exposed to a fully developed fire above it, such as during an advancing flame front. All carpeting which is to be installed in corridors is to meet the acceptance criteria of the flooring radiant panel test, which is ASTM E-648 or NFPA-253, for Class I (average minimum 0.45 watts per square centimeter).

SMOKE GENERATION

The most widely used test method for smoke generation of carpet is the NBS Smoke Density Chamber test, referenced in ASTM E-662. All carpeting is to exhibit a value of optical density of 450 or less in the flaming mode when properly tested in accordance with this procedure.

ELECTROSTATIC RATING

For general office, classroom, and institutional environments, the carpet must not yield voltages in excess of 3.5 kv (kilovolts) when properly tested in accordance with American Association of Textile Chemists and Colorists Test Method-134.

FIBER BRANDING

Fibers used to produce the face yarns in carpets under this specification must be currently registered with the trademark registry of the U.S. Patent and Trademark Office. Any fibers which are not trademark registered are not acceptable.

This specification allows Type 6-6 nylons and recycled nylon fibers. It also allows solution dyed and yarn dyed products.

MINIMUM NUMBER OF COLORS OR PATTERNS - *EIGHT*

Eight color selections are required for each type of carpet provided. All standard colors and patterns available may be included.

EXCEPTION: Item 5 - Pattern Loop (Must Have Both Width & Length Pattern Match) MINIMUM NUMBER OF COLORS PER STYLE - SIX

PILE YARN WEIGHT

The pile yarn weight is the average mass per unit area of the pile yarn and includes the buried portions of the pile yarn, and it is expressed in ounces per square yard. A tolerance of minus 6% (-6%) from the nominal pile yarn face weight specified in the manufacturer's current sample book is allowed. This tolerance takes precedence over greater tolerances, if any, which may be stipulated in such sample book. Pile yarn weight bid may not deviate from the value(s) shown in the manufacturer's current sample book. That is, a manufacturer may not "dial up" or "dial down" the amount of pile yarn in a product to be different from that shown in the sample book for that product.

When testing for pile yarn weight is requested, the testing procedure is to be done in accordance with ASTM D 418-93. (Do not refer to the 1992 version. In error, this edition omitted the section applicable to testing pile yarn weight.) See also Section VI, Acceptance Inspection, for additional discussion of pile yarn weight.

AVERAGE PILE DENSITY

Average pile density applies to a particular yarn as tufted in a particular carpet product. It is the theoretical weight of the pile yarn if the tufts of yarn in a square yard of carpet were to be extended to be a full yard in height. The formula is:

$$\text{Average Pile Density (in oz./cu. yd.)} = \frac{36 \times \text{Pile Yarn Weight (in oz./sq. yd.)}}{\text{Pile Height (or pile thickness) (in inches)}}$$

Claimed average pile density may not deviate from the value shown in the manufacturer's current sample book or other manufacturer's current published data. Pile density of the product offered must meet the requirements of the respective carpet listed herein.

PILE HEIGHT

From the formula above, Average Pile Density, it is shown that for a given carpet face weight (pile yarn weight in oz./sq. yd.) pile height is inversely proportional to pile density. Therefore since in each of the carpet types herein, minimum pile density has been specified, it is not necessary to also specify maximum pile height. Pile height can be determined by substituting the appropriate values for a particular carpet item into the formula.

MODULAR CARPET

Modular carpet (or "carpet tiles") must be size 24"x24" unless otherwise requested by the using agency. In all cases, the tile is to be within 1/32" of the specified size dimensions, as determined by physical measurement. Dimensional instability of tiles is to be +/- .15% maximum with respect to the specified size, when tested as prescribed in ISO 2551 (Aachen Test). Backing on modular carpet is to be vinyl or equivalent as specified in the section herein entitled "Vinyl Backing".

BACKINGS

For carpet tiles or some 6-foot goods, a vinyl secondary backing is customarily used or otherwise may be requested by the agency. Vinyl backings must be a minimum of 1/16" thick, though the agency may request 1/8" thick vinyl backing if such is determined to be necessary.

Primary backings of 100% polypropylene, or an approved equivalent, are acceptable. If secondary backings of the fabric type are used, 100% woven polypropylene (e.g. "leno weave") or an equivalent approved by the State is acceptable. Fabric secondary backing is to be laminated to the primary backing by synthetic latex or other compounds typical of best industry practice. All fabric backing systems are to have a minimum dry breaking strength after tufting of 100 pounds when tested as prescribed by ASTM D-2646. A chemical back coating on the primary backing without the addition of a secondary backing, to produce a "unitary" backing, is also acceptable when requested for particular installations, such as direct glue-down.

ATTACHED CUSHION - Not included in this contract.

SEPARATE CUSHION

Separate cushion shall meet the criteria recommended in "Selecting the Correct Contract Carpet Cushion for Every Traffic Area," published by the Carpet Cushion Council, for the class under which the cushion is offered (Class 3: Extra Heavy Traffic). All types of separate cushion listed in that document are allowed under this specification. Separate cushion shall comply with any and all applicable provisions concerning flammability or fire protection in the State of West Virginia Fire Marshall's Office and in the applicable local ordinances.

TUFT BIND

Tuft bind shall be a minimum of 15 pounds for unitary carpet, minimum of 10 pounds for loop pile carpet and a minimum of 4 pounds for cut pile carpet, when tested by the method prescribed in ASTM D-1335.

DELAMINATION

Delamination strength of secondary backing shall be of a minimum average value of 2.5 pounds per inch when tested by the method prescribed in ASTM D-3936.

COLORFASTNESS

Colorfastness to light shall be a minimum value of 4 after the administration of 40 AFU (AATCC fading units), using the AATCC gray scale for color change, when tested as prescribed by AATCC-16E (xenon arc). Colorfastness to crocking shall be a minimum value of 4, wet and dry, using the AATCC color transference scale, when tested as prescribed by AATCC-165.

DIMENSIONAL TOLERANCE IN WIDTH

For broadloom and 6-foot goods, dimensional tolerance in width shall be within 1% of manufacturer's specifications, as determined by physical measurement.

Vinyl Composition Tile

ASTM F 1066; non-asbestos formulated; 12 inches by 12 inches; 1/

INDOOR AIR QUALITY

All carpet in its standard configuration is to comply with the requirements of The Carpet and Rug Institute's Indoor Air Quality Program, as described in "Carpet Testing Program Procedures - Overview" and "The Carpet and Rug Institute Indoor Air Quality Carpet Testing Program." In accordance with these documents, each product type which so complies shall hold an eight-digit identification number assigned to it by this program. Or, the vendor must provide test documentation from an independent testing laboratory to demonstrate that the indoor air quality is within the testing procedures of the CRI for volatile organic compounds and /or off-gasing requirements.

LABELING

All carpet must be properly labeled in accordance with the Textile Fiber Identification Act. In addition, each roll (or package unit, where tiles are concerned) of carpet must be properly "side marked" by the manufacturer.

RESISTANCE TO SOILING

- a. All carpets are to be provided with a system for soil resistance, in the form of a post-extrusion fluoro-chemical agent, or an equivalent approved by the State. After shampooing in accordance with AATCC Test Method 171 a total of ten (10) times, specimens when tested in accordance with AATCC 118 must attain a grade of 2.0 or better.
- b. **Specific carpets must provide a system where all seams are chemically welded to create impermeable wall to wall moisture barrier. The installation adhesive system to be factory supplied or installer applied adhesive with no detectable VOCs. Warranty – 25 year non-prorated.**
- c. Specific carpets must provide permanent stain resistance protection (such as Duracolor by Lees)

AMERICANS WITH DISABILITIES ACT

Where called for in the specifications, carpet must comply with the Americans with Disabilities Act, sections 4.5 and A4.5, with respect to a static coefficient of friction of at least 0.6 for flat surfaces (section A4.5.1), edge treatment as specified (section 4.5.3), and maximum pile thickness of 1/2 inch (section 4.5.3).

21.0 APPLICABLE STANDARDS AND REFERENCES

The following documents shall form a part of this specification. The issue or revision for the respective document which is in effect on date of bid opening shall apply, except where specifically otherwise called for.

1. ASTM D 297 Test Methods for Rubber Products
2. ASTM D 418-93 Method of Testing Pile Yarn Floor Covering Construction
3. ASTM D 1335 Test Method for Tuft Bind of Pile Floor Coverings
4. ASTM D 2646 Method of Testing Backing Fabrics
5. ASTM D 3676 Specification for Rubber Cellular Cushion Used for Carpet or Rug Underlay
6. ASTM D 3936 Test Method for Delamination Strength of Secondary Backing of Pile Floor Coverings
7. ASTM E 648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source
8. ASTM E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials *ASTM documents may be obtained from: American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103*
9. AATCC 16E Colorfastness to Light: Water-cooled Xenon-arc Lamp, Continuous Light
10. AATCC 118 Oil Repellency: Hydrocarbon Resistance Test
11. AATCC 134 Electrostatic Propensity of Carpets
12. AATCC 138 Shampooing: Washing of Textile Floor Coverings (referenced in "Test Requirements for Antimicrobial Carpet")
13. AATCC 165 Colorfastness to Crocking: Carpet - AATCC Crockmeter Method
14. AATCC 171 Carpets: Cleaning of; Hot Water (Steam) Extraction Method. *AATCC documents may be obtained from: American Association of Textile Chemists and Colorists, P.O. Box 12215, Research Triangle Park, NC 27707*
15. Federal Standard FF-1-70 (as found in 16 CFR 1630)
16. Americans With Disabilities Act
17. The Carpet Specifier's Handbook (CRI)
18. CRI-104, Standard for Installation of Commercial Textile Floor Covering Materials
19. Carpet Testing Program Procedures - Overview (CRI)
20. The Carpet and Rug Institute Indoor Air Quality Carpet Testing Program (CRI) CRI documents may be obtained from: The Carpet and Rug Institute, P.O. Box 2048, Dalton, GA 30722
21. ISO 2551 (Aachen Test) Machine-made Textile Floor Coverings - Determination of Dimensional Changes in Varying Moisture Conditions, available from: American National Standards Institute, N.C., 1430 Broadway, New York, NY 10018
22. Textile Fiber Identification Act
23. Selecting the Correct Contract Carpet Cushion for Every Traffic Area (latest edition), available from: The Carpet Cushion Council, P.O. Box 546, Riverside, CT 06878
24. WV State Fire Code, Legislative Rule, Fire Commission, Series 1, Fire Code, Section 7, WV State Fire Marshal's Office, 1207 Quarrier Street (Second Floor), Charleston, WV 25301

When installing Vinyl Composition Tile, maintain minimum 65 degree F air temperature at flooring installation area for minimum two days prior to, during and for minimum 24 hours after installation of tile. Store flooring materials in area of application; allow two days for material to reach same temperature as area.

22.0 Questions

Written questions will be accepted through close of business (5:00 p.m. EST) on Tuesday, August 8, 2006. Send your questions to:

Purchasing Division
Attention Betty Francisco
2019 Washington Street, East
Charleston, WV 25305

Questions may be sent via fax, USPS, courier, or e-mail.
E-mail is the preferred method of receiving questions:

bfrancisco@wvadmin.gov

Fax Number: 304-558-4115
Attention Betty Francisco

It is the bidder's responsibility to verify that their questions have been received by the purchasing division. You may call 304-558-0468 or 304-558-7023 to verify your questions have been received.

An addendum to address all questions will be issued after the pre-bid meeting. Notice of this addendum may be sent via e-mail. Please be sure to include the e-mail address and the person to whom it should be addressed. Only one addendum will be sent to each vendor.

23. Evaluation of Bids

Pricing of carpet and services will be evaluated based estimated quantities of product and services (labor at straight time) to be provided (as shown on the pricing pages) and is intended to evaluate costs only. Some quantities are based on estimates of our 2005 purchases. The new products are estimates with no history. No guarantee of any future contract usage is given.

23.0 Submission of the Bid

Vendor must restrict bid to one **style / collection per item**. Carpet samples (Architectural Folders) must be submitted with the bid. Each sample folder submitted must bear a label that identifies the item number of that carpet (or vinyl composition tile) in the RFQ, the type of backing, and the name of the bidder. Bids without these required labeled samples shall be disqualified. Brochures/literature from the manufacturer is required.

A preference for carpet containing post consumer recycled material as defined by the EPA for recycled content is listed below.

Recycled Content	% Preference
10% to 20%	2.5%
20% to 30%	5%
30% or Greater	7.5%

Bidders must insert all pricing on the attached "CARPET07 Pricing Schedule". It is requested that all pricing sheets be typed. The pricing sheets will be available electronically after the pre-bid meeting.

The pricing sheet **MUST** be signed; bids without the required validation shall be disqualified. Bidders should be certain their company name is on each page.

FLRCOV07 Pricing Schedule

Vendor must identify the products bid. Products must meet Section 11-Requirements to be considered. Bidder must submit brochures and Architectural Folder samples (labeled with bidder name and class from the RFQ) with the bid. Only the purchasing copy is required to have this additional information.

NOTE: Type 6 Nylon Carpet may be bid for items 1,2,3,4 & 5. Types 6.6 Nylon Carpet may be bid for Item 6,7,9,10 only. **Type 6 and Type 6.6 Nylon Carpet may be bid on Item 8 only.**

These pricing schedules have been revised to allow for easier entry of information on each type of carpet/backing bid.

Bidders must complete product specification section and enter cost for each.

Item 1 Heather Level Loop; Heather/Tweed or Random Pattern; Commercial Grade; Minimum Face Weight: 18 ounces; Minimum Density: 5,000; Maximum Pile Height: .187 (see 11.25.a)

Enter Product Specifications:	Action Backing					
	Est. Qty.	Total	Est. Qty.	Total	Est. Qty.	Grand Total
Manufacturer:	<1350 sq ft		>1350 sq ft			
Carpet Name:	\$		\$		6,318	
Fiber Brand:	1,642					
Number of Colors:						
Face Weight:						
Catalog Price:						
Recycled Content:						

Enter Product Specifications:	Vinyl Backing					
	Est. Qty.	Total	Est. Qty.	Total	Est. Qty.	Grand Total
Manufacturer:	<1350 sq ft		>1350 sq ft			
Carpet Name:	\$		\$		1,000	
Fiber Brand:	1,000					
Number of Colors:						
Face Weight:						
Catalog Price:						
Recycled Content:						

Item 1 (cont'd)

Enter Product Specifications:	Unitary Backing			
	Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft		>1350 sq ft	
Carpet Name:	\$		\$	
Fiber Brand:	1,000		1,000	
Number of Colors:				
Face Weight:				
Catalog Price:				
Recycled Content:				

Enter Product Specifications:	Modular Tile			
	Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft		>1350 sq ft	
Carpet Name:	\$		\$	
Fiber Brand:	8,000		8,000	
Number of Colors:				
Face Weight:				
Catalog Price:				
Recycled Content:				

Item 2
 Heather Loop; Graphic Design (Definite Pattern); Commercial Grade; Minimum Face Weight 18 ounces; Minimum Density: 5,000; Maximum Pile Height: .187 (see 11.25.a)

Enter Product Specifications:	Action Backing			
	Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft		>1350 sq ft	
Carpet Name:	\$		\$	
Fiber Brand:	4,846		14,831	
Number of Colors:				
Face Weight:				
Catalog Price:				
Recycled Content:				

Item 3 Heather Level Loop; Heather/Tweed or Random Pattern; Commercial Grade; Minimum Face Weight: 26 ounces; Minimum Density: 4,900; Maximum Pile Height: .191 (see 11.25.a)

Enter Product Specifications:		Action Backing			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Carpet Name:	\$	2,896	\$	8,860	
Fiber Brand:					
Number of Colors:					
Face Weight:					
Catalog Price:					
Recycled Content:					

Enter Product Specifications:		Vinyl Backing			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Carpet Name:	\$	1,000	\$	1,000	
Fiber Brand:					
Number of Colors:					
Face Weight:					
Catalog Price:					
Recycled Content:					

Enter Product Specifications:		Unitary Backing			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Carpet Name:	\$	1,860	\$	18,562	
Fiber Brand:					
Number of Colors:					
Face Weight:					
Catalog Price:					
Recycled Content:					

Item 5 (cont'd)

Enter Product Specifications:		Action Backing					
			Est. Qty.	Total	Est. Qty.	Total	Grand Total
Manufacturer:	<1350 sq ft				>1350 sq ft		
Carpet Name:	\$		1,000		\$	2,500	
Fiber Brand:							
Number of Colors:							
Face Weight:							
Catalog Price:							
Recycled Content:							

Enter Product Specifications:		Action Backing					
			Est. Qty.	Total	Est. Qty.	Total	Grand Total
Manufacturer:	<1350 sq ft				>1350 sq ft		
Carpet Name:	\$		1,000		\$	2,500	
Fiber Brand:							
Number of Colors:							
Face Weight:							
Catalog Price:							
Recycled Content:							

Enter Product Specifications:		Action Backing					
			Est. Qty.	Total	Est. Qty.	Total	Grand Total
Manufacturer:	<1350 sq ft				>1350 sq ft		
Carpet Name:	\$		1,000		\$	2,500	
Fiber Brand:							
Number of Colors:							
Face Weight:							
Catalog Price:							
Recycled Content:							

Item 9 Cut Pattern; Commercial Grade; Minimum Face Weight: 36 ounces; Minimum Density: 4,500; Maximum Pile Height

Enter Product Specifications:		Action Backing			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Carpet Name:	\$	1,000		\$	2,500
Fiber Brand:					
Number of Colors:					
Face Weight:					
Catalog Price:					
Recycled Content:					

Item 10 Cut Solid; Commercial Grade; Minimum Face Weight: 36 ounces; Minimum Density: 4,500; Maximum Pile Height .320

Enter Product Specifications:		Action Backing			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Carpet Name:	\$	6,168		\$	6,168
Fiber Brand:					
Number of Colors:					
Face Weight:					
Catalog Price:					
Recycled Content:					

Item 11 – Vinyl Composition Tile 12" x 12" x 1/8" Tiles – Must have a minimum of 8 colors.

Enter Product Specifications:		Cost			
		Est. Qty.	Total	Est. Qty.	Total
Manufacturer:	<1350 sq ft			>1350 sq ft	
Number of Colors:	\$	14,150		\$	14,150
Catalog Price:					

Labor, Supplies and Services		Cost									
		<4,500 sq ft \$ per sq ft		Total		>4,501 sq ft \$ per sq ft		Total		Grand Total	
Remove Existing Floor Covering											
Item 15	Rubber Backed Carpet Glued Down		\$ 5,365.00						5,365		
Item 16	Other Than Rubber Backed Carpet Glue		\$ 48,527.00						48,527		
Item 17	Existing Carpet Over Existing Pad		8,784						8,784		
Item 18	Existing Carpet, Pad and Tacked Edge		3,304						3,304		
Item 19	Carpet Tiles		22,587						22,587		
Item 20	Vinyl Composition Tile (Non Asbestos)		14,270						14,270		
Padding: Bidder is to describe the padding by brand name, literature and pricing. Extra Heavy Traffic padding: High density commercial carpet pad, minimum weight of 36 ounces; thickness of .35 inches.											
Item 21	Brand Name: Weight: Thickness:										
Cove Base Installed											
Item 22	Rubber/Vinyl Coils, 120' x 4" x 1/8" thick, all colors			28,894					14,447		
Item 23	Rubber/Vinyl Coils, 120' x 6" x 1/8" thick, all colors			7,440					3,720		
Item 24	Transition Strip (per linear ft)			3,280					1,640		
Item 25	Vinyl T-Mold			484					242		
Item 26	Toe Mold										
Cove Base Purchase Only											
Item 27	Rubber/Vinyl Coils, 120' x 4" x 1/8"			7,440					3,720		
Item 28	Rubber Vinyl Coils, 120' x 6" x 1/8"			3,360					1,680		

A F F I D A V I T

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____