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# Request for Proposal #12PSX0307

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## Purchase Carpet and Resilient Flooring Products & Services

Department of Administrative Services

Contract Specialist: Susanne Hawkins

Date Issued: 4 October 2012

Due Date: 19 November 2012



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# Request for Proposals

## Purchase Carpet and Resilient Flooring Products

### Overview

The purpose of this solicitation is to enable the State of Connecticut to purchase carpet and resilient flooring products and related services. This solicitation includes commercial carpet (broadloom and tile), resilient floor coverings (e.g. VCT, rubber, linoleum), ceramic tile, hardwood surfaces and related services such as installation, removal, repair and carpet maintenance services. This solicitation also includes services such as recycling and reclamation. To that end, the Department of Administrative Services is seeking solicitations to implement a statewide carpet and flooring program on behalf of the State of Connecticut, All Using State Agencies, Political Sub-Divisions, Municipalities, Schools and Not-For-Profit Organizations of the State.

The Department of Administrative Services welcomes the opportunity to work with our Client Agencies and Manufacturer Contractors to identify and provide a carpet and flooring program to the State of Connecticut as specified.

The scope of the program requires the successful Manufacturer Contractor(s) to be responsible for supplying a full service carpet and flooring program. It is the intention of the State to establish pricing directly through Manufacturer Contractors and have Manufacturer Contractors identify **a minimum of three (3) and/or a maximum of six (6) authorized Connecticut based Service Providers / Dealers to administer a carpet and resilient flooring program on their behalf.** Manufacturer Contractors will be responsible for performance issues associated with the management and administration of their authorized Service Providers / Dealers.

### Scope of Services

The purpose of this RFP is to establish a statewide contract to provide the State of Connecticut purchasers with:

1. A selection of carpet products, including but not limited to, modular carpet tiles, broadloom carpet, and padding or cushions that contain recycled content, or can be reused (as defined in this request for proposal), and are recyclable at the end of life.
2. A selection of resilient flooring products including VCT, vinyl, plastic, rubber tiles, ceramic tile flooring, and other hardwood surfaces, which contain recycled content or are made with renewable materials.
3. A program to recycle used/worn carpet that will be available from all Awarded Contractors. Such a program may also be available for other products where feasible.

It is intended that this procurement will stimulate and strengthen markets for materials collected for recycling programs, divert waste from landfills and incinerators, conserve energy and natural resources and encourage new areas of economic development. It is also intended as an opportunity to promote the purchase and management of carpet and flooring products in a way that reflects the preferred means of integrated solid waste management (e.g. source reduction, reuse and recycling).

This contract replaces the following contract award(s) in total: 07PSX0008

## Instructions to Proposers

### I. Proposal Schedule

RELEASE OF RFP:	Date: 4 October 2012
RECEIPT OF QUESTIONS:	Date: 16 October, 2012, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date: 23 October, 2012
RFP DUE DATE:	Date: 19 November 2012 at 2:00 pm ET

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Susanne Hawkins, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

### III. Questions

Questions for the purpose of clarifying this RFP must be emailed to: [susanne.hawkins@ct.gov](mailto:susanne.hawkins@ct.gov) and must be received by the Contract Specialist no later than the date and time specified.

### IV. Solicitation Submission

Solicitations shall be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account. Any material that is not submitted online with your company's solicitation submission shall not be accepted under any circumstances. No documentation shall be submitted by hard copy, fax or email.

## Product and/or Service Specifications

### Product Categories

The categories of products to be covered in this proposal are as follows:

- A. Modular Carpet – Recycled / Reusable Content
- B. Broadloom Carpet – Recycled Content and Other
- C. Vinyl Composition and/or Plastic Flooring and Tiles – Recycled Content Only
- D. Indoor Rubber Flooring Product – Recycled / Reusable Content Only
- E. Ceramic Tiles – Recycled Content Only
- F. Hardwood Surfaces

The Client Agency shall call any of the contracted **Manufacturer(s) Authorized Service Provider / Dealer Representative** for assistance to determine which type of flooring product is most appropriate for the area. The Authorized Service Provider / Dealer Representative shall make a site visit, provide options, samples and complete a quotation form before any order is placed. Upon acceptance of quotation and in accordance with contracted pricing, the requesting Client Agency will create a purchase order detailing the order specifics to the authorized Service Provider / Dealer. Manufacturer Authorized Service Provider / Dealer shall not place any orders with the Manufacturer Contractor until they are in receipt of the purchase order.

Carpets shall be used in all areas where acoustics are a concern, most notably in office working areas. Carpet Tile shall be used whenever there is access flooring, a cellular floor, or ducted floor system, so that maintenance of systems under the floor can be done without destroying the carpet. Carpet tile shall be available in hard back or cushion back, which maintains its overall appearance longer and is more comfortable to stand and walk on than hard back.

Six-foot-wide (1800mm) cushion back broadloom carpet can be used in many installations. Twelve-foot-wide (3700mm) broadloom carpet without cushion back or separated pad is appropriate for use in low traffic areas. In high traffic areas, a cushion back or carpet pad shall be specified.

Off gassing is a serious health concern in carpet installations, as PVC-backed carpet is very common in both carpet tile and six-foot broadloom. It is important that when installing PVC-backed carpet to assure that there are no old adhesives or floor treatments that may react with the PVC, as off gassing may result. The Carpet and Rug Institute (CRI) has developed the "Green Label" test program to test for off gassing of carpet, cushion and adhesives. These materials shall meet the "Green Label" criteria.

The amount of foot traffic and soiling shall be considered when specifying carpet. Carpet specifications shall adhere to the CRI test criteria for rating carpet in each three classifications (severe traffic, heavy traffic and moderate traffic).

**Severe Traffic Level** – extreme foot traffic and soiling. Examples are corridors, entrance areas, lobbies, office circulation, food service areas, etc.

**Heavy Traffic Level** – heavy to medium foot traffic and soiling. Examples are private offices, living quarters, open plan office cubicles and workstations.

**Moderate Traffic Level** – moderate foot traffic. Examples are sleeping areas, conference rooms, consultation areas.

Carpet patterns can mask or camouflage traffic patterns, spots and soil, so that its appearance will be maintained for a longer period of time. Stains will be most noticeable when using colors that contrast with soil, dust and spills. Therefore, light and dark colors at the extreme ends of the color spectrum do not perform as well as colors that are in the medium range. Cushioning carpet adds a shock absorber to the carpet and reduces the crushing of yarn. This prevents a loss of appearance from creating contrast in the traffic areas, thereby allowing the carpet to provide longer service. Cushioning also provides ergonomic benefits by absorbing impact resulting in less stress on the lower legs and feet.

The California Gold criteria is more proscriptive than the Sustainable Choice Gold, including:

- Carpet shall contain at least 10% post consumer content
- Carpet shall meet the Carpet and Rug Institute's Green Label Plus requirements for indoor air quality
- Carpet shall meet the Carpet America Recovery Effort (CARE) recycling goals
- Carpet shall not contain PBDE Flame Retardants
- Manufacturer shall have completed a life cycle assessment process for the product category

**Quality:** All carpet or flooring material installed at each job site shall be of the same millrun and/or dye lot for each line item ordered. All carpet or flooring material shall be of "first quality" (i.e., free from visual blemishes and physical defects). No irregulars, promotional goods, mill ends, or remnants shall be accepted.

**Suspect of Asbestos Containing Material(s):** Before installing any flooring products where the installer suspects or detects there is (a) asbestos tile, (b) carpet over asbestos tile, (c) asbestos in the walls or mastic behind vinyl base, the installer shall contact Department of Construction Services and/or the Building Owner. At the time, it will be determined if the material(s) contains asbestos. If asbestos is found, the installer cannot commence or resume work until the Department of Construction Services or Building Owner instructs the installer how to proceed.

**Toxic Substances:** When any toxic substances are used, it will be the responsibility of the successful contractor to post a notice, not only to his own employees but also post a notice in a conspicuous place at the job site, informing building occupants of the substance being used and a material safety data sheet for their examination.

#### **PRODUCT SPECIFICATIONS AND REQUIREMENTS – CARPET PRODUCTS ONLY**

Manufacturers / Proposers shall comply with at least one of the following requirements in order the product offering to be eligible for an award.

- a) Recycled Content – intended to promote the use of higher levels of recycled content in carpet
  - Carpet products shall contain the highest percentage possible of recycled content by overall total weight of the product for all or most of their running lines.
  - Such recycled content shall also be one of the primary materials of the carpet. Other materials will not be considered.
  - Manufacturers shall also indicate the level of post-consumer and/or post-industrial content in the face and backing of the products of the respective running lines to the degree possible.
  - The products supplied in this section shall contain the following minimum percentages of recycled content:
    - Modular / Tile products – minimum of 10% total recycled content (TRC)
    - Broadloom products – minimum of 10% total recycled content (TRC)
  - The manufacturer's claim of recycled content shall comply with FTC Guides 16 CFR Sub-Section 260.7 (e), Guides for Use of Environmental Marketing Claims, and shall be indicated according to those guides.
- b) Reusable – intended to promote the use of refurbished and reconditioned carpet.
  - Manufacturer's / Proposers shall provide written documentation that the carpet will undergo a process that will render it "almost new" and reusable

It is **desirable** that Manufacturer:

- Offer and can document a high percentage of post-consumer content in their products
- Offer a plan to increase the post-consumer recycled content in the carpet products over the contract term.
- Offer carpet cushions/padding with the highest percentage of post-consumer recycled content.
- Offer certification by a neutral, third party organization for recycled content (e.g. Scientific Certification Systems or an equivalent).

### **Industry Performance Standards – Carpet**

Carpet products offered by the manufacturer / proposer shall meet the following performance specifications.

Construction – shall be commercial grade nylon fiber 6, 6, 6 and a solution dyed product with 6000 minimum density or comparable performance. (For 12' products only, a minimum face weight of 26 oz also applies)

Flammability – installed carpet shall meet the appropriate Federal, State, and local fire code requirements: Methenamine Pill Test (FF 1-70 as found in CFR 1630 and also ASTM D-2859), Floor Radiant Panel Test (ASTM E648).

Colorfastness to Light – a color contrast between the exposed and unexposed carpet areas equivalent to a minimum of Grade 4 on the Gray Scale of Color Change after exposure of 60 AFU (Accelerated Fading Units) for all colors when tested as specified in the test method (AATCC 16).

Colorfastness to Crocking – color transfer Class 4 minimum, wet and dry, when tested as specified in test method (AATCC 165).

Static protection – a peak electrostatic charge generation shall not exceed 3.5 kV maximum when tested according to test method (AATCC 134 – step method).

### **Indoor Air Quality (IAQ)**

- All carpet products, floor covering adhesives, and carpet cushions shall comply with requirements of the CRI Indoor Air Quality Green Label Standard at the time of award
- All adhesives shall also meet the South Coast Air Quality Management Development Plan SCAQMD standards.
- All cleaning chemicals to be used shall have low toxicity and low VOCs.
- Soil Resistance – a minimum average of 350-ppm fluorine on the pile fiber when tested as specified in test method (AATCC 189-2002).

### **Specific to broadloom carpet:**

- Secondary backed carpet -2.5 pounds of force per inch (minimum average value) delamination strength of secondary backing from the primary backing when tested as specified in test method (ASTM D-3936).

### **Specific to tile (modular carpet):**

- Dimensional stability – (+) 0.2% maximum when tested as specified in method (ISO 2551 AACHEN test).

It is **desirable** that Manufacturers / Proposers:

- Offer products that provide stain resistance that meets standards of AATCC-175
- Offer Broad Spectrum Anti-microbial treatment
- Offer carpet products that are constructed to prevent anti-microbial growth (topical treatments are not included in this preference)

### **Testing Requirements – Carpet**

Manufacturers shall certify in a statement to be included in their Response, that the Physical Testing of the products to be offered in this solicitation was conducted in a lab certified by the National Voluntary Laboratory Accreditation Program (NVLAP) for the following:

- Average pile yarn density (Calculation in ounces/square yard / ASTM D-5848 Method of Testing Mass Per Unit Area)
- Finished pile yarn weight
- Colorfastness to light (AATCC 16E)
- Flammability (DOC FF 1-70-pill test) shall meet local codes
- Flammability (ASTM E 648 – radiant panel test) shall meet local codes
- Dimensional stability on applicable carpets (ISO 2551, AACHEN test)
- Electrostatic propensity (AATCC 134) shall be less than 3.5kV
- Product has been tested by and met CRI's Indoor Air Quality Testing and Program Green Label criteria.

While manufacturers need not to submit that actual test results with their proposal response, their Service Providers shall be able to submit documentation concerning these test results **if requested** by a Client Agency.

### **PRODUCT SPECIFICATIONS AND REQUIREMENTS FOR VINYL / PLASTIC FLOORING AND TILE**

**Vinyl / Plastic Flooring and Tile, Recycled** – offered by manufacturers in this category, shall meet the following criteria:

- **Recycled Content** – contain a minimum total recycled content of 10% (pre and/or post consumer)
- **Construction** – be a commercial grade product that meets the heavy traffic Composition Class II, and ASTM F1066 standards.
- **Fire Test Data** – installed vinyl flooring shall be considered Class I and meet the following ASTM standards: ASTM E648, ASTM E662
- **Static Load Limit** – products shall meet ASTM F970
- **Quality / Selection** – all vinyl flooring shall be first quality and available in multiple colors and/or patterns

It is **desirable** that the vinyl or plastic products offered contain a higher percentage (over 10%) of recycled content (preferably post-consumer) and be recyclable.

**Rubber Flooring, Matting and Surfaces, Recycled or Renewable** – shall meet the following criteria:

Indoor Rubber Flooring, Matting, Tiles, Stair Treads

- Construction – be commercial and/or industrial grade, high density product that meets the heavy duty traffic/use
- Recycled / Renewable Content – contain a minimum of 15% recycled rubber content, and/or “renewable materials” as defined in this RFP.
- Fire Test Data – the flash point of installed rubber flooring shall be between 650 Degree F and 800 Degree F and meet the standards of ASTM E648 and/or ASTM E662
- Quality – all rubber flooring shall be first quality, shock absorbing, slip, water resistant
- Static Load Limit – products shall meet ASTM F970 for electrical conductivity

It is **desirable** that the rubber products offered contain the highest percentage of post-consumer recycled content possible and be recyclable as defined in this RFP.

**Ceramic Tile, Recycled** - shall meet the following criteria:

- Recycled Content – contain a minimum 15% recycled content
- Construction – be a commercial grade product that meets the heavy traffic class minimum II
- ANSI Test Standards – be freeze-thaw stable, resistant to impact and produced according to ANSI A 137.1
- Color and Design – be available in multiple colors and offer an option of an abrasive (reduced skid) finish

It is **desirable** that the ceramic products offered contain a higher percentage (over 15%) of post-consumer recycled content and be recyclable as defined in this RFP.

**SERVICE REQUIREMENTS**

This section is intended to provide services related to the recycling and/or removal or disposal of carpet and other flooring products.

- Proposers of carpet products shall offer an existing program for recycling used/worn/other carpet product.

It is **desirable** that the Proposers of flooring products other than carpet offer a currently working program for recycling and/or reuse of the used flooring products being removed.

## **ENVIRONMENTAL COMMITMENT / PLAN**

In order to pursue the goals and product stewardship and sustainable development, Manufacturer's shall submit an environmental statement that details the environment initiatives the company has implemented, or plans to implement in the near future. Such a statement or commitment may include, but is not limited to, any or all of the following:

### **Environmental Policies / Partnerships – The Manufacturer:**

- Has instituted a publicly available corporate environmental policy that can be measured by established goals
- Can show documentation (a written description included with their proposal response) that their sustainability efforts are in line with the Office of Federal Environmental Executive EO 13101)
- Has implemented an environmental management system such as ISO 14001
- Proof of membership in the Carpet America Recovery effort (CARE)

### **Manufacturing – The Manufacturer Contractor:**

- Utilizes tools such a product lifecycle assessments to influence the design and manufacture of products
- Has implemented a program to eliminate the use of ozone depleting chemicals in the manufacturing process
- Has implemented a program with measurable goals to reduce the emissions of greenhouse gases (in either manufacturing or recycling process)
- Can demonstrate a positive and continuing improvement in the elimination of waste, chemical pollution and/or toxic by-products originating from their manufacturing operations
- Has instituted a program to minimize both the raw material and the embodied energy contained in its products
- Offers or is exploring opportunities for bio-based carpet materials

### **Supply Chain Management – The Manufacturer Contractor:**

Has introduced recycled and/or environmentally preferable products into other operational areas, such as using:

- Recycled-content paper that meets the federal standards for all printing and publishing needs (e.g. brochures, advertising, catalogs, etc.)
- Vehicle maintenance products (e.g. re-refined oil and antifreeze)
- Energy Star (energy efficient) office equipment
- Alternative fuel vehicles for deliveries
- Packaging material made from recycled content feedstock, including post-consumer material
- Source reduction efforts to reduce or eliminate the use of primary packaging (e.g. cardboard cartons) and secondary packaging (e.g. polystyrene, shrink-wrap)

## Products and Services

- A high percentage of the company's total product portfolio meets the minimum product performance specifications identified in this solicitation.

It is **desirable** that Proposers include details of any initiatives currently in practice.

### **RECYCLING OR REUSE PROGRAM**

This section applies to Carpet Manufacturers / Proposers and concerns the removal of worn/use carpet and new carpet scraps and other flooring products from the installation process. Documentation of the program and other aspects mentioned below shall be included as an attachment letter, or text page, with the Proposer's response and shall be approved by DAS.

It is **desirable** that Proposer's include details of any initiatives currently in practice.

#### Manufacturer Contractors(s) Shall:

- Offer a program or service to reuse or recycle worn/used carpet, unless it can be documented that the used carpet is in such condition that recycling is not feasible (such as bio-contamination)
- Be responsible for disposition of used carpet from all carpet installation jobs and make every effort to keep from contaminating and damaging it during demolition; the used carpet shall be free of extraneous debris, and kept secure and dry while transported to a proper recovery facility
- Specify to a general contractor that carpet removed from the job will be recycled as defined in this RFP.
- Comply with Carpet and Rug Institute's Standard for Installation of Commercial Carpet CRI-104 on use of solvent adhesives removers. Liquid adhesives removers cannot be used to remove carpet replaced under this contract. (Liquid adhesives removers may cause problems with new adhesives and new carpets as well as the recyclability of the carpet. Standard for Installation of Commercial Carpet CRI-104 shall be consulted.)
- Ensure that old carpet contaminated with any controlled hazardous substances be abated by a properly qualified hazardous waste management company. Any hazardous material removed from a facility shall be properly disposed of in accordance with EPA guidelines on hazardous waste disposal. This material is not recyclable and will not be included in the recycling documentation of this RFP document.
- Enter the used/worn carpet and carpet pad (if applicable) into an on-going, currently operational carpet recovery process (such as programs recognized by the carpet industry's CARE organization). If the carpet is destined to be recycled or refurbished by the manufacturer, the manufacturer's handling guidelines shall be followed.
- Provide to the Client Agency, if requested, documentation (e.g. receipts) from the recycling company or the manufacturer that details the tonnage received – such data shall also be included in the annual reports to be submitted to DAS.
- Ensure that installation scraps are recovered at the time of the carpet installation; these scraps shall be collected and entered into a recycling or reuse program complying with all governing, hauling, and disposal regulations of the authorities having jurisdiction.
- Comply with all governing, hauling, and disposal regulations of authorities having jurisdiction.

- Agree to educate and ensure that all Client Agencies understand the process of recycling their used carpet and the recyclability of their new purchases (except where the specifications of this solicitation may permit, disposal of carpet shall not be an option for Client Agency)
- It is also desirable that such a recycling process be in compliance with the FTC guidelines for recyclability 16 CFR Sub-Section 260.7 (d) and be verified by a neutral, third organization (e.g. Scientific Certification Systems – SGS or an equivalent).

### **DELIVERY AND INSTALLATION REQUIREMENTS**

- All prices shall be F.O.B. destination and shall be delivered to the Client Agency at a time agreed upon by both parties. All prices shall include transportation, delivery and all other charges prepaid by the Awarded Contractor. Untimely delivery may be grounds for termination of the contract. Travel Charges and Fuel Surcharges will not be allowed.
- Proposers shall have the ability to stock a limited selection of their product line to be available for a fast-track / quick ship delivery program and installation if needed by the Client Agency (within two (2) to three weeks after receipt of order).

### **AUTHORIZED SERVICE PROVIDER / DEALER INSTALLATION REQUIREMENTS**

- Awarded Manufacturer's Authorized Service Providers / Dealers shall provide quotes at no cost to eligible entities. No Travel Time Charges will be allowed.
- Carpet and related flooring products shall be installed according to the manufacturer's instructions and with the guidelines established by the Carpet and Rug Institute (CRI) and adopted by the Environmental Protection Agency (EPA).
- Awarded Manufacturer's Authorized Service Providers / Dealers shall verify the area measurements and square yardage prior to delivery and provide project drawings showing dimensions of carpeted / flooring areas, layout to the Client Agency when requested.
- Awarded Manufacturer's Authorized Service Providers / Dealers shall professionally prepare the surface and install the product at a time agreed upon by the Client Agency.
- If requested by the Client Agency, surface preparation shall also be satisfactory for the installation of flat branch cable circuit and communication/data wiring.
- Awarded Manufacturers are not responsible for surface replacement under this contract. If major repair/replacement of flooring is necessary, the awarded manufacture authorized service provider / dealer shall notify the Client Agency. The Client Agency will then be responsible to address the surface replacement issue.
- During and after the installation process, the authorized service provider / dealer will be required to protect any office furniture or furnishings from damage, thoroughly clean all scraps and debris from the premises when complete, and store remaining useable scraps on site at an agreed upon location.

It is **desirable** that the awarded flooring Authorized Service Providers / Dealers:

- Install carpet with the use of mill-applied (non-wet) adhesives
- Be a member of the Floor Cover Installation Contractors Associations (FCICA) or certified by Floor Covering Installation Board (FCIB), and be authorized to display the Carpet and Rug Institute (CRI) Seal of Approval.

## **WARRANTY**

Carpet and Resilient Flooring Products shall be warranted for a period of ten (10) 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 in pile weight, due to wear, of more than 10%. Carpet (including backing system and attached or separated 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 State or other authorized entities.

Installation 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 State or authorized entities.

Any portion of the Manufacturer Contractor(s) standard warranty that exceeds the above warranty requirements shall be in effect on the contract.

## **SAMPLES**

Manufacturers / Proposers shall not submit carpet / flooring samples with their proposal responses, but shall be able to send them out to DAS or the Client Agency upon request.

## **TRAVEL**

There is no additional charge for travel to and from projects that include installation services. However, the Client Agency will incur a \$200.00 trip charge if the installation company (authorized service provider / dealer) arrives at the scheduled installation and the facility is not ready for installation of the flooring product, and sufficient notice was not provided to the installation company in order to avoid making the trip.

## **REPORTING REQUIREMENTS (CONTRACT ACTIVITY)**

Awarded Manufacturer Contractors shall provide DAS with an annual report (or more frequent if necessary), in an Excel spreadsheet, which contains that following data:

- Total sales (dollars) per Client Agency, broken out by carpet/flooring types.
- Total square yardage and tonnage of materials sold
- Total square yardage and tonnage of materials recycled, by product category or type

These reports will cover the time period of January 1 to December 31st. The reports shall be received at DAS on or before January 31<sup>st</sup> of each year.

## **PREVAILING WAGE REQUIREMENTS**

Manufacturer Authorized Service Providers / Dealers shall agree to pay prevailing wage rates for all service work performed for the State of Connecticut. The Manufacturer Labor Rates shall be incorporated in Exhibit B / Price Schedule. Manufacturer(s) need to establish one rate across the board for all authorized service providers / dealers servicing the account on their behalf.

**Minimum Order and F.O.B. Point:** There are no minimum order requirements allowed in this solicitation. Proposal prices are F.O.B. Delivered with transportation prepaid by the Contractor. All goods shall be delivered FOB Destination, Travel Time Charges or Fuel Surcharges will not be allowed.

## **Security**

Manufacturer Authorized Service Provider(s) / Dealer(s) shall adhere to established security and/or property entrance policies and procedures established for each requesting State Entity. It is the responsibility of each contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

Some Client Agencies may require a background investigation of the personnel who will be performing the installation services or delivery of product. In the event an Client Agency makes this request/requirement, it is the manufacturer's authorized Service Provider's / Dealer's responsibility to provide the requesting Client Agency with a listing of the employees that will be assigned to the job. In the event it is discovered through the background investigation that an employee is not acceptable to that Client Agency, the ordering Client Agency has the right to request alternate employee(s) to perform the service, pending the outcome of their background investigation and approval. The outcome of an employee investigation is final; there is not

negotiation on their acceptability. There shall be no additional charges to the State for the replacement of an employee.

**Environmentally Preferable Products and Services Additions:** The Department of Administrative Services and the Manufacturer on the specified annual contract renewal date may opt to permit the substitution or addition of Environmentally Preferable Products (EPP's) when such products are readily available at a competitive cost and satisfy the State's performance needs.

DAS reserves the right to add products and/or services during the contract term to meet the needs of their Client Agencies, as those products and services become available, or to eliminate any virgin categories if it is determined that a sufficient supply of recycled counterparts are readily available at equivalent and performance levels. DAS also reserves the right to amend and/or increase minimum recycled content standards during the contract term as such products become readily available.

## Proposal Requirements

### I. **Contract Period**

The State intends that this contract shall be in effect for a period of five (5) years, beginning Date of Award through December 31, 2018.

The State may extend this Contract in its sole discretion, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

### II. **Mandatory Extension to State Entities**

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

### III. **Quantities and/or Usages**

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

### IV. **Brand Name Specifications and/or References**

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

### V. **P-Card (Purchasing Credit Card)**

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860)713-5072.

**VI. Contract Award**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

**VII. Stability of Proposed Prices**

Any price offerings from proposers must be valid for a period of 180 days from the due date of the proposals.

**VIII. Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

**IX. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

**X. Proposer Presentation of Supporting Evidence**

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

**XI. Proposer Demonstration of Proposed Services and or Products**

At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

**XII. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

**XIII. Proposal Expenses**

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

**XIV. Ownership of Proposals**

All proposals shall become the sole property of the State and will not be returned.

**XV. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

**XVI. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

## Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

A selection committee will review all proposals, which comply with submittal requirements.

### 1. Program Content

- a. Environmentally Preferred Product Offerings in adherence to the specifications
- b. Manufacturer's Commitment to the Environment (environmental resource alternatives)
- c. Authorized Service Provider / Dealer Network / Geographic Service Capability. Manufacturer to name a minimum of three service providers / dealers and a maximum of six service providers / dealers to service the account on their behalf.

### 2. Pricing

- a. Manufacturer Pricing Schedule
- b. Manufacturer Established Service Provider / Dealer service and installation rates (Manufacturer to establish same rates for all their authorized service providers / dealers)

### 3. Program Administration

- a. On-Line Solicitation Documents Submission
- b. Manufacturer account management through their authorized service providers / dealers
- c. Reporting Capabilities in conjunction with their authorized service provider / dealer network

### 4. Capacity and Performance

- a. Manufacturer References

## Submittal Requirements

Manufacturers please submit your responses that support and/or offer the following:

### 1. Program Content

- a. A complete overview of their company mission and their product offerings
- b. A verification that product offerings that meet/exceed specifications
- c. A complete list of manufacturer authorized service provider network to have the ability to service the entire geographic area of Connecticut. **All service providers / dealers must maintain and establish their own BizNet Account and upload their own "Required Company Documents" and maintain their company information on BizNet as well as upload their documents that can be found under Required Documents Upload**  
**Required Documents To Be Uploaded from All Manufacturer Service Providers:**
  - Gift and Campaign Contribution Certificate (OPM Ethics Form 1 – this form must be signed by the person authorized to sign on behalf of the company)
  - Consulting Agreement Affidavit(OPM Ethics Form 5 – this form must be completed and signed by the person authorized to sign on behalf of the company even if it is not applicable.
  - NonDiscrimination Certification (DAS Recommends Form C Affidavit by Entity)
  - Certificate of Insurance
- d. Provide a complete overview of your companies environmentally preferred programs
- e. Manufacturers within their bid submission need to demonstrate extensive product offering, environmentally preferable products and exceptional performance attributes.

### **Manufacturer Requirements** – All Proposer's/Manufacturer's shall:

Manufacturer(s) must provide a synopsis of how their program will be administered through their authorized service provider / dealer network. Provide a detailed description (as an attached text upload pages with their on-line proposal submission) of how the carpet/flooring program will be administered through their authorized service provider / dealer network. Such a program description must include, but may not be limited to:

- A process for providing quotations to Client Agencies, taking measurements, coordinating floor preparations, installing the carpet or other flooring product and taking the responsibility for recycling (or disposal where acceptable) of used/worn carpet and/or other flooring materials
- Details on the manufacturer and authorized service providers / dealers partnership and responsibilities of each
- Assurance that all carpet and/or flooring products and services meet the specifications of the bid and the authorized service providers / dealers will only provide only such products and services to the State of Connecticut.
- Manufacturer capabilities to provide an on-line catalog of their products

Carpet / Flooring manufacturers must include the following information in their detailed description of how their program will be administered through their authorized service provider / dealer network:

- a confirmation that the new carpet being installed will be acceptable (at the point of future replacement) through a manufacturer's existing program for recycling, recovery or reuse.
- a written description of how such a process for recycling and/or recovery of any used/worn products.
- written assurance that no carpet will be landfilled or incinerated for waste-to-energy purposes. The only exception here may be where there are no markets available to recycle lower-end carpet products (e.g. polyolefin, poly urethane backed) and/or severely contaminated carpet. In those cases, awarded Contractor would have to provide documentation to the Client Agency as to why such products cannot be recycled.

- written agreement that the details of how such a recycling / reuse program will be reviewed periodically with all authorized service providers / dealers to ensure their understanding and compliance with the process.
- identify authorized service providers / dealers that will represent their product offerings and be responsible for servicing the State of Connecticut requesting entities. If possible, Manufacturer Contractor(s) are encouraged to utilize and name Connecticut Certified Small Business Contractors as authorized service providers / dealers to service the contract on their behalf.
- identify pricing for flooring products and carpet services. Explain how the manufacturer plans to implement the contracted flooring products and pricing to their authorized service provider / dealer network that is responsible to honor the manufacturer's pricing as presented in their proposal.
- submit one uniform pricing across the board for all services outside of the product for all their authorized service providers / dealers named to provide carpet services on the manufacturer's behalf. (Reference Exhibit B Pricing Schedule)
- submit one uniform pricing across the board for all services outside of the product for all their authorized service providers / dealers named to provide carpet services on the manufacturer's behalf.
- agree that all payments for carpet and services will be paid to their authorized service provider / dealer provider, so the Client Agency will only issue one purchase order.

## **2. Pricing**

- a.) Manufacturer submitted pricing schedule must comply with prevailing wage rates
- b.) Manufacturer Contractors shall establish the same service and installation rates for all authorized service providers / dealers

## **3. Program Administration**

- a.) Completeness of On-Line Solicitation Submission. All proposal documents must be signed by an authorized company official. The proposal must also provide a corporate authorization of the name(s) and title(s) of the individual(s) with authority to bind the company into contract.
- b.) Manufacturer and their Service Providers account management and customer service approach
- c.) Manufacturer shall have the capability to provide annual product usage reports

## **4. Capacity and Performance**

- a.) Three (3) Client References, please provide the following information for each reference
  - Company Name or State Name
  - Contact Person Name and Telephone Number
  - Dollar Volume
  - Detailed Contract/Project Description

## Index of Abbreviations

### Abbreviations:

DAS	Department of Administrative Services
RFP	Request for Proposal
ET	Eastern Time
RFP	Request For Proposal
TRC	Total Recycled Content

## ATTACHMENT 1 - CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the State.