



CITY OF FORT WORTH / PURCHASING DIVISION
INVITATION TO BID NO. 09-0231

*****REVISED*** REVISED*** REVISED*** REVISED*** REVISED*****

SEALED BID FOR: CARPET & FLOOR TILE PURCHASE, INSTALLATION, REMOVAL AND REPAIR
BID CLOSING DATE: December 03, 2009

For more information contact: DAVID WEEKS, (817) 392-8321
FAX (817) 392-8440; EMAIL: david.weeks@fortworthgov.org

INSTRUCTIONS TO BIDDERS: **Revised Products Section 4.0**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Request. Completed bid requests (one original and two copies) must be received in the Purchasing Office by 1:30 P.M., November 19, 2009, and then publicly opened and read aloud at 2:00 P.M. in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on outside envelope. Deliveries should be made to Purchasing Division:

Mail To:
City of Ft Worth, Purchasing
1000 Throckmorton Street
Fort Worth, Texas 76102

Hand Delivery:
Lower Level, Municipal Building
1000 Throckmorton Street
Fort Worth, Texas 76102

*Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked "BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M." in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening.

The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications.

I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid.

Company Name and Address		Company's Authorized Agent	
		Signature:	
Federal ID Number(TIN) or	Name and Title (Typed or Printed)		
Social Security Number and Legal			
Company Name		Date	
Telephone Number			
Fax Number		Email address:	

Cooperative Purchasing: Should other Governmental Entities decide to participate in this agreement, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?
Yes _____ No _____

If you, the Vendor checked "Yes," the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this Contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the City of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale
Purchasing Manager



HOW TO REGISTER WITH THE CITY OF FORT WORTH

- ⇒ Visit www.fortworthgov.org
- ⇒ Click on **Departments**
- ⇒ Choose **Become A Vendor**
- ⇒ Review **Terms & Conditions**
- ⇒ Click **I Accept These Terms** to proceed
- ⇒ At next screen, click **No, I Want to Register**
- ⇒ Click **Register**
- ⇒ The first registration pop-up asks for your Federal ID# or Social Security Number and your company name. The company name **MUST** be the proper organization name and the same as on invoices you would present for payment to the City of Fort Worth.
- ⇒ Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your **commodities** (products and/or services that can be provided to the City). This information is used to send quotes/bid opportunities to you by email and is also required in order to keep your account active.
- ⇒ Enter a key word search for unknown commodity codes (example: janitorial)
- ⇒ An email address is required to register online
- ⇒ If you selected "Certified Minority" you will be requested to provide a copy of your Minority/Woman Owned Business certification.
- ⇒ Email a copy of your company's IRS W-9 form to the City's vendor registration administrator at PurchasingBSO@fortworthgov.org. Your registration will not be activated until a completed W-9 is received and verified. Completed W-9s may also be faxed to the vendor registration administrator at 817-392-7254.

Congratulations, you've registered!!
You will receive an email with your registration confirmation.

For any changes/edits to your vendor profile please email the vendor registration administrator at PurchasingBSO@fortworthgov.org.

INSTRUCTIONS TO BIDDERS

1.0 SOLICITATION

- 1.1 Review of Documents: Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 Location of Documents: Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

2.0 EXPLANATIONS OR CLARIFICATIONS

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Agreement are not binding. Requests for explanations or clarifications may be faxed to the City at (817) 392-8440. The fax must clearly identify the Buyer's name and solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

3.0 PRE-BID CONFERENCE

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

4.0 PREPARATION OF BIDS

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 Taxes: Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Agreement.
- 4.2 Brand Name or Equal: If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 Delivery Time: Delivery time, if stated as a number of days, will be based

on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.

- 4.4 Free on Board (FOB) Point: Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.
- 4.5 Prices:
 - 4.5.1 Bids shall be firm priced offers unless otherwise specified.
 - 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
 - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
 - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
 - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 Signature: The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 Bid Security: If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the agreement documents within 10 calendar days after the agreement has been awarded.
 - 4.7.1 To be an acceptable surety on the bond:
 - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
 - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 Alternate Bids: Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 Proprietary Information:
 - 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
 - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
 - 4.9.3 Failure to identify proprietary information will result in all unmarked

sections being deemed non-proprietary and available upon public request.

- 4.10 Bid Preparation Costs: All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 Payment: All payment terms shall be "Net 30 Days" unless specified in the bid document.
 - 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/purchasing/achpayments.htm>.

5.0 SUBMISSION OF BIDS

- 5.1 Copies: Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.
- 5.2 Documents required with Bid: The following documents must be submitted with each Bid prior to the Due Date:
 - 5.2.1 The signed Offer and Award Sheet;
 - 5.2.2 The Bid Sheet; and
 - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder including Business and Financial references and Reference letters as indicated.
- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents must be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 Addendum: Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.5 Late Bids: Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 MODIFICATION OR WITHDRAWAL OF BIDS

- 6.1 Modification of Bids: Bids may be modified in writing at any time prior to the Due Date.
- 6.2 Withdrawal of Bids: Bids may be withdrawn in writing, telegraphically, or by

facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 OPENING OF BIDS

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 EVALUATION FACTORS AND AWARD

8.1 Evaluation: Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Agreement for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.

8.2 Award: The City will award agreements to the bidder who offers represents the "best value" to the City, price and other factors considered.

8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):

8.2.1.1 Purchase Price;

8.2.1.2 Reputation of the bidder and of the bidder's goods or services;

8.2.1.3 Quality of the bidder's goods or services;

8.2.1.4 Extent to which the goods or services meet the City's needs;

8.2.1.5 Bidder's past relationship with the City;

8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to Contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;

8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and

8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.

8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.

8.3 Acceptance of Bid: Acceptance of a Bid will be in the form of a Purchase

Order or a Agreement. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Agreement. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.

- 8.4 Reservations: The City expressly reserves the right to:
 - 8.4.1 Specify approximate quantities in the Solicitation;
 - 8.4.2 Extend the Solicitation opening date and time;
 - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
 - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
 - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
 - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
 - 8.4.7 Reject a bid because of unbalanced unit prices bid;
 - 8.4.8 Reject or cancel any or all Bids;
 - 8.4.9 Reissue a Solicitation;
 - 8.4.10 Procure any item by other means; and/or
 - 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.

9.0 POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER

- 9.1 Certificates of Insurance: When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverage required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.2 Payment and/or Performance Bonds: When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
- 9.3 Minority and Women Business Enterprise (M/WBE) Documents: If an M/WBE goal has been established for the bid, the applicable documents must be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

Revised September 6, 2006

City of Fort Worth
Invitation to Bid 09-0231

Detailed Specifications
for
Carpet & Floor Tile Purchase Installation, Removal, and Repair

PART ONE -GENERAL

- 1.0 INTENT - The intent of these specifications is to describe the minimum requirements for an annual agreement for the provision, installation, and removal of various flooring material, such as, carpet tile, rubber flooring tile, and floor tile for departments within the City of Fort Worth, (City).
- 2.0 PURPOSE - To have carpet tile, rubber flooring, and/or carpet accessories installed as needed to provide a comfortable and safe environment for City employees and persons doing business in City facilities.
- 3.0 SCOPE OF WORK - The work to be performed consists of purchasing materials, or furnishing equipment, labor, and personnel to supply, install, and/or remove floor material for the City of Fort Worth departments as needed and directed by the City.
 - 3.1 Work shall include but not be limited to the following:
 - 3.1.1 Removal and disposal of existing floor material
 - 3.1.2 Moving of office furniture, modular units, and/or other equipment deemed necessary
 - 3.1.3 Installation of new flooring
 - 3.2 The base moldings, cove base, edge guard, transition tiles, and/or accessories shall be removed and replaced with materials that match the new installation
 - 3.3 The installations shall be glue-down type, and/or double-stick over rubber pad.
- 4.0 REGULATIONS - The successful bidder, hereinafter called "Contractor" shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein.
- 5.0 QUALITY ASSURANCE
 - 5.1 The Contractor shall install the carpet tile, rubber flooring, or floor tile in accordance with industry standards and any applicable manufacturer's installation instructions so as to not in any way void the manufacturer's warranty.
 - 5.2 The Contractor shall provide an adequate number of skilled workers who are thoroughly trained and experienced in installing carpet tile, rubber flooring, or floor tile that are the subject of this specification.
 - 5.3 The Contractor shall be responsible for all measurements necessary to ensure the accuracy and to ensure proper fit of materials needed to complete orders placed by the City.

- 6.0 NOTIFICATION – The Contractor shall respond to orders from the City by furnishing such equipment, labor, materials, and personnel to jobsites as requested by authorized City employees within seven (7) days or within the manufacturers standard delivery time for carpet material.
- 7.0 HOURS OF SERVICE – Regular hours shall be from 8:00 A.M. to 5:00 P.M., Mondays through Fridays. Work may continue past a normal eight- (8) hour work shift if needed.
- 8.0 CONTRACTOR RESPONSIBILITIES
- 8.1 Supervision - The Contractor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this Contract. The Contractor or a capable, fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the Purchasing Manager or his/her designee.
- 8.2 Safety - The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operations. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, Fort Worth City Ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.
- 8.3 Hazards - The Contractor shall at no time permit placing or use of equipment in such manner as to block traffic lanes or to create safety hazards. Contractor personnel shall provide appropriate warning devices when necessary and cooperate in the fullest in allowing through passage of other vehicles and personnel, even to the point of interrupting their own work, if necessary.
- 8.4 Defective Work and Damages - The Contractor shall be wholly responsible for and shall promptly correct or restore all defective Work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Failure by the Contractor to proceed promptly with corrective actions may be cause for cancellation of this Contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Contractor.
- 9.0 INSURANCE REQUIREMENTS
- 9.1 The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Contractor shall file with the City Purchasing Division a certificate of insurance documenting the following required insurance. Subsequent certificates shall follow each renewal or upon request.
- 9.2 Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:
- 9.2.1 \$100,000 Each Accident
- 9.2.2 \$100,000 Disease – Each Employee

- 9.2.3 \$500,000 Disease – Policy limit
- 9.3 Commercial General Liability Insurance:
 - 9.3.1 \$1,000,000 Each Occurrence
 - 9.3.2 \$2,000,000 Annual Aggregate
- 9.4 Auto Liability Insurance shall be provided as follows:
 - 9.4.1 \$1,000,000 Combined Single Limit Each Accident

ADDITIONAL INSURANCE INFORMATION

- 9.5 The City, its officers, employees and servants shall be endorsed as an additional insured on Vendor's insurance policies excepting employer's liability insurance coverage under Contractor's workers' compensation insurance policy.
- 9.6 Certificates of insurance shall be delivered to the City's Purchasing Division, 1000 Throckmorton Street, Fort Worth, Texas 76102, prior to a purchase order being issued.
- 9.2 Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- 9.3 Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- 9.4 Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- 9.5 Deductible limits, or self-funded retention limits, on each policy must not exceed \$10,000.00 per occurrence unless otherwise approved by the City.
- 9.6 Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- 9.7 Workers' compensation insurance policy(s) covering employees of the Contractor shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 9.8 City shall not be responsible for the direct payment of insurance premium costs for Contractor's insurance.
- 9.9 Contractor's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- 9.10 While the purchase order is in effect, Contractor shall report, in a timely manner, to the Purchasing Department any known loss occurrence that could give rise to a liability claim or lawsuit or which could result in a property loss.

- 9.11 Contractor's liability shall not be limited to the specified amounts of insurance required herein.
- 9.12 Upon the request of City, Contractor shall provide complete copies of all insurance policies required by these Contract documents.
- 10.0 **CONTRACT** – The contract awarded from this bid shall be an annual purchase agreement contract. The initial term of this agreement shall be one (1) year from the date of approval by the City of Fort Worth City Council. This agreement may be renewed for up to four (4) additional one-year terms by mutual agreement of the parties.
- 10.1 Upon expiration of the initial term or period of extension, Contractor agrees to hold over under the terms and conditions of this agreement for a reasonable period of time as to re-solicit the contract, not to exceed ninety (90) days.
- 10.2 This agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated. This agreement may also be canceled by mutual consent, or by one party giving the other party 90-days written notice, with or without cause, of intention to terminate this agreement
- 11.0 **QUANTITIES** – The quantities listed on the bid response page are only estimates based on previous years' usage and are not and intent to purchase or a guarantee of future business. The City of Fort Worth is obligated to pay for only those materials and services actually ordered by an authorized City employee and then received as required by the City.
- 12.0 **PRICES**
- 12.1 Prices shall remain firm throughout the term of this agreement.
- 12.2 All bid prices are to be offered and items delivered with the terms of FOB Destination, Freight Prepaid and Allowed.
- 12.3 Services are to be bid including transportation and time costs to the City's locations. No additional charges for expenses, freight, mileage, time, or similar items will be accepted or paid by the City under this agreement.
- 12.4 Adjustments - Any requests for price adjustments must be submitted in writing to the Purchasing Division at the time the Purchasing Division's requests that the renewal option be exercised with supporting evidence of a cost increase from the manufacturer. The City of Fort Worth reserves the right to accept such increase or cancel any individual item affected, or entire purchase agreement, if the request for increase is not acceptable.
- 13.0 **INVOICES** – Invoices shall be paid according to State law.
- 13.1 Payments shall be made on a Net 30 Days basis from receipt of invoice, unless the bidder states different payment terms in his/her bid.
- 13.2 Invoices shall be computer-generated or typewritten and shall itemize the location of the service provided, an itemized list of materials provided, the labor charge, the date service provided, the City's blanket purchase order number and release number received for the work. Failure to provide this information on an invoice may delay the payment process.
- 13.3 Invoices shall be submitted to the City of Fort Worth division ordering the goods or services. Invoices must be submitted to the City by the end of the seventh day of the month after goods or services are provided.

- 13.4 The City's fiscal year ends September 30th of each year and vendors must submit invoices for goods or services provided to the City on or before September 30th by the following October 7th or the City may not be obligated to pay for the items.
- 14.0 **SUBCONTRACTING** – No subcontracting of the work under this Contract will be allowed without written permission of the Purchasing Manager.
- 15.0 **STANDARD TERMS AND CONDITIONS** – The City of Fort Worth Standard Purchasing Terms and Conditions shall apply to the contract awarded from this bid. These standard terms and conditions are located at the end of these specifications.
- 16.0 **BIDS** – Bidders are responsible for familiarizing themselves with the work and various floor materials needed under the agreement resulting from this bid.
- 16.1 Bidders shall submit the following items with their bid:
- 16.1.1 A completed and signed original Bid Cover Page, Invitation to Bid form, and Bid Detail Pages and one (1) copy;
- 16.1.2 A completed References Page, Attachment A.
- 16.1.4 Failure to submit the items listed may be grounds for rejection of a bid as non-responsive to the specifications.
- 17.0 **CONTRACT AWARD AND ISSUANCE**
- 17.1 The City reserves the right to accept or reject in whole or in part any or all bids received or to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City. The award may be made only to responsible bidders who possess the potential ability to perform successfully under the terms and conditions specified in the IFB. The Contractor's past performance record shall be considered.
- 17.2 Upon execution of award, the Contractor will be issued a blanket purchase order for the initial 12 month period of the agreement.
- 17.3 Requests for installation of floor materials will be on an as-needed basis by authorized City of Fort Worth employees. The City will supply the Contractor with the names of personnel authorized to place work orders.
- 17.3.1 The City shall place written work orders by facsimile and shall provide a blanket purchase order and a release number covering the requested work.
- 18.0 **QUALIFICATION**
- 18.1 Prospective bidders must prove to the Purchasing Manager that they are duly qualified and capable to fulfill and abide by the requirements listed herein.
- 18.1 The City of Fort Worth reserves and shall be free to exercise the right to evaluate bids in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past three (3) years. Such precautions are deemed to be in the public interest inasmuch as Contractor failure or inability to furnish items within the prescribed time can create emergency situations and impose unnecessary hardship on both the City as a municipal corporation and the public at large.

- 18.2 Bidders shall provide a reference list of a minimum of three (3) current customers, comparable in size and scope, that the bidder has recently supplied subject item(s) on a continuing basis over a recent 12 month period. (See Attachment B).

19.0 CONTRACT ADMINISTRATION

- 19.1 Contract administration will be performed by the individual ordering departments in accordance with the City of Fort Worth Administrative Regulations dated Feb. 16, 2009, Section C, Number 9, Paragraph 8.11 - Non-Performing Vendor and applicable Texas Local Government Code. In the event the Contractor fails to perform according to the terms of the agreement, the Department head or his/her designee will notify the Contractor, in writing, of its failures. A meeting may be arranged to discuss the Contractor's deficiencies. A written cure notice may be prepared giving the Contractor 10 calendar days to cure any deficiency.
- 19.2 In the event the Contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the agreement is terminated for default, the Contractor may be held liable for excess cost and/or liquidated damages.
- 19.3 The Contractor will be paid only those sums due and owing under the agreement for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 19.4 The City reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work.
- 19.5 Subject to the terms of this agreement, the Contractor shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the Contractor exceed the agreement price. The Contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

20.0 COMPLAINTS

- 20.1 Complaints processed through the City's Purchasing Division are to be corrected within 14 days of formal notice of complaint.
- 20.2 Written response to the Contract Administrator is required.
- 20.3 Failure to properly resolve complaints within the 14 calendar day period may result in the cancellation of the applicable line item(s) in the price agreement.

21.0 PERFORMANCE

Failure of the City to insist in any one or more instances upon performance of any of the terms and conditions of this contract shall not be construed as a waiver or relinquishment of the future performance of any terms and conditions, but the Contractor's obligation with respect to such performance shall continue in full force and effect.

22.0 QUESTIONS

Questions regarding these specifications shall be forwarded to David Weeks, City of Fort Worth, Purchasing Division, Telephone: 817/871-8321, Facsimile: 817-871-8440, Email: David.Weeks@fortworthgov.org.

PART TWO - PRODUCTS

- 1.0 **MANUFACTURERS:** References to brand and manufacturer's names are for the purpose of brevity in establishing type and qualities of materials required and are not to exclude other products of equal or greater quality and characteristics.

Alternate bids may be considered on equipment that is considered by the bidder to be equal to the product described, unless the Specification or Bid Sheet states "NO SUBSTITUTES." Bidders must detail all specification exceptions pertaining to the bid. Failure to list such exceptions will be construed as certification that the product bid meets all specifications, as written.

Components are based upon specifications to describe desired function, standards of quality, and material qualities. Products of approved vendor shall be equal or higher than stated performance requirements.

Illustrations and complete description must be included with the bid. Private brands, special blends, and/or merchandise of indeterminate quality are not acceptable. Bidders submitting alternate bids must submit samples at no cost to the City for Department approval, if requested by the Purchasing Division. Final determination as to product equality remains with the City.

- 2.0 **ADDITION / DELETION:** Amendments may be made for additions and/or deletions of goods or services under the same terms and conditions of this Contract.
- 3.0 **CARPET - MANNINGTON - NO SUBSTITUTES ALLOWED MUST MATCH EXISTING CARPET (Antron® Legacy is protected with DuPont DuraTech® soil resistance treatment, which is durable enough to withstand heavy traffic and rigorous cleanings). (Antron® Legacy is made from DuPont type 6,6 nylon polymer which provides superior resistance to crushing, matting, stain penetration, and wear. This fiber contains permanent static control.**
- 3.1 Style: Basics 20 / Modular
 - 3.1.1 Construction: Graphics Loop Pile, Category & Registration number: 17x & 85827616
 - 3.1.2 Size: 18 inches by 18 inches
 - 3.1.3 Gauge: 1/10
 - 3.1.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.1.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.1.6 Face Fiber: Dupont Antron® Legacy nylon

- 3.1.7 Dye Method: 66% Solution / 34% Yarn
 - 3.1.8 Stitches per inch: nine
 - 3.1.9 Tuft density: 90.00
 - 3.1.10. Pile Thickness: .121 inches
 - 3.1.11 Tufted Yarn Weight: 20 ounces per square yard
 - 3.1.12 Primary Backing: 100% woven synthetic
 - 3.1.13 Primary Precoat: 100% vinyl non-aqueous closed cell polymer
 - 3.1.14 Secondary Backing: Macro-Tec Reinforced Vinyl Composite Closed Cell Polymer
 - 3.1.15 Wear Warranty: 15 Year Limited Wear Warranty
 - 3.1.16 Backing Warranty: lifetime limited warranty
 - 3.1.17 Adhesives: As recommended by flooring manufacturer for specific application
- 3.2 Style: Basics 20
- 3.2.1 Construction Graphics Loop Pile category & registration number: 9x & 13622278
 - 3.2.2 Size: Width: 12 feet
 - 3.2.3 Gauge: 1/10
 - 3.2.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.2.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.2.6 Face Fiber: Dupont Antron® Legacy nylon
 - 3.2.7 Dye Method: 66% Solution / 34% Yarn
 - 3.2.8 Stitches per inch: nine
 - 3.2.9 Tuft density: 90.00
 - 3.2.10 Pile Thickness: .121 inches
 - 3.2.11 Tufted Yarn Weight: 20 ounces per square yard
 - 3.2.12 Primary Backing: 100% woven synthetic
 - 3.2.13 Secondary Backing: 100% woven synthetic
 - 3.2.14 Wear Warranty: 10 Year Limited Wear Warranty
 - 3.2.15 Adhesives: As recommended by flooring manufacturer for specific application
- 3.3 Style: Carthage II 20 / Modular
- 3.3.1 Construction: Graphics Loop Pile, Category & Registration number: 17x & 85827616
 - 3.3.2 Size: 18 inches by 18 inches
 - 3.3.3 Gauge: 1/10
 - 3.3.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.3.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.3.6 Face Fiber: Dupont Antron® Legacy nylon
 - 3.3.7 Dye Method: 66% Solution / 34% Yarn
 - 3.3.8 Stitches per inch: 10
 - 3.3.9 Tuft density: 100
 - 3.3.10. Pile Thickness: .096 inches
 - 3.3.11 Tufted Yarn Weight: 20 ounces per square yard
 - 3.3.12 Total Weight: 145 ounces per yard

- 3.3.13 Primary Backing: 100% woven synthetic
 - 3.3.14 Primary Precoat: 100% vinyl non-aqueous closed cell polymer
 - 3.3.15 Secondary Backing: Macro-Tec Reinforced Vinyl Composite Closed Cell Polymer
 - 3.3.16 Wear Warranty: 15 Year Limited Wear Warranty
 - 3.3.17 Backing Warranty: lifetime limited warranty
 - 3.3.18 Adhesives: As recommended by flooring manufacturer for specific application
- 3.4 Style: Cathage 20
- 3.4.1 Construction: Graphics Loop Pile, Category, & Registration number: 9x & 13622278
 - 3.4.2 Size: Width: 12 feet
 - 3.4.3 Gauge: 1/10
 - 3.4.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.4.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.4.6 Face Fiber: Dupont Antron® Legacy nylon
 - 3.4.7 Dye Method: 66% Solution / 34% Yarn
 - 3.4.8 Stitches per inch: 10
 - 3.4.9 Tuft density: 100
 - 3.4.10 Pile Thickness: .096 inches
 - 3.4.11 Tufted Yarn Weight: 20 ounces per square yard
 - 3.4.12 Primary Backing: 100% woven synthetic
 - 3.4.13 Secondary Backing: 100% woven synthetic
 - 3.4.14 Wear Warranty: 10 Year Limited Wear Warranty
 - 3.4.15 Adhesives: As recommended by flooring manufacturer for specific application
- 3.5 Style: Swirl / Modular
- 3.5.1 Construction: Pattern Loop Category & Registration number: 17x & 85827616
 - 3.5.2 Size: 18 inches by 18 inches
 - 3.5.3 Gauge: 1/12
 - 3.5.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.5.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.5.6 Face Fiber: DuPont Solution Dyed Type 6,6 nylon w/ antimicrobial processing, permanent static control and soil resistant technology
 - 3.5.7 Dye Method: Solution Dyed
 - 3.5.8 Stitches per inch: nine
 - 3.5.9 Tuft Yarn Weight: 20 ounces per yard
 - 3.5.10 Pile Thickness: .121 inches
 - 3.5.11 Total Weight: 145 ounces per square yard
 - 3.5.12 Primary Backing: 100% woven synthetic
 - 3.5.13 Primary Precoat: 100% vinyl non-aqueous closed cell polymer
 - 3.5.14 Secondary Backing: Macro-Tec Reinforced Vinyl Composite Closed Cell Polymer
 - 3.5.15 Wear Warranty: 15 Year Limited Wear Warranty

- 3.5.16 Backing Warranty: lifetime limited warranty
- 3.5.17 Adhesives: As recommended by flooring manufacturer for specific application

- 3.6 Style: Swirl
 - 3.6.1 Construction: Graphics Loop Pile, Category, & Registration number: 9x & 13622278
 - 3.6.2 Size: Width: 12 feet
 - 3.6.3 Gauge: 1/12
 - 3.6.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.6.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.6.6 Face Fiber: DuPont Solution Dyed Type 6,6 nylon w/ antimicrobial processing, permanent static control and soil resistant technology.
 - 3.6.7 Dye Method: 66% Solution / 34% Yarn
 - 3.6.8 Stitches per inch: 9.5
 - 3.6.9 Pattern Repeat: 24 inches wide x 24 inches long
 - 3.6.10 Pile Thickness: .121 inches
 - 3.6.11 Tufted Yarn Weight: 20 ounces per square yard
 - 3.6.12 Primary Backing: 100% woven synthetic
 - 3.6.13 Secondary Backing: 100% woven synthetic
 - 3.6.14 Wear Warranty: 10 Year Limited Wear Warranty
 - 3.6.15 Adhesives: As recommended by flooring manufacturer for specific application

- 3.7 Style: Techniques / Modular
 - 3.7.1 Construction: Enhanced Graphics Loop Pile, Category & Registration number: 17x & 85827616
 - 3.7.2 Size: 18 inches by 18 inches
 - 3.7.3 Gauge: 1/10
 - 3.7.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.7.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.7.6 Face Fiber: Dupont Antron® Legacy nylon
 - 3.7.7 Dye Method: Solution / Yarn Dyed
 - 3.7.8 Stitches per inch: 12.3
 - 3.7.9 Tuft density: 123.00
 - 3.7.10 Pile Thickness: .158 inches
 - 3.7.11 Tufted Yarn Weight: 28 ounces per square yard
 - 3.7.12 Total Weight: 151 ounces per square yard
 - 3.7.13 Primary Backing: 100% woven synthetic
 - 3.7.14 Primary Precoat: 100% vinyl non-aqueous closed cell polymer
 - 3.7.15 Secondary Backing: Macro-Tec Reinforced Vinyl Composite Closed Cell Polymer
 - 3.7.16 Wear Warranty: 15 Year Limited Wear Warranty
 - 3.7.17 Backing Warranty: lifetime limited warranty
 - 3.7.18 Adhesives: As recommended by flooring manufacturer for specific application

- 3.8 Style: Techniques
 - 3.8.1 Construction: Enhanced Graphics Loop Pile, Category & Registration number: 9x & 13622278
 - 3.8.2 Size: Width: 12 feet
 - 3.8.3 Gauge: 1/10
 - 3.8.4 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test
 - 3.8.5 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
 - 3.8.6 Face Fiber: Dupont Antron® Legacy nylon
 - 3.8.7 Dye Method: Solution / Yarn Dyed
 - 3.8.8 Stitches per inch: 12.3
 - 3.8.9 Tuft density: 123.00
 - 3.8.10 Pile Thickness: .158 inches
 - 3.8.11 Tufted Yarn Weight: 26 ounces per square yard
 - 3.8.12 Primary Backing: 100% woven synthetic
 - 3.8.13 Secondary Backing: 100% woven synthetic
 - 3.8.14 Wear Warranty: 10 Year Limited Wear Warranty
 - 3.8.15 Adhesives: As recommended by flooring manufacturer for specific application

4.0 **VINYL FLOOR TILE – AZROCK ***REVISED*** REVISED*****

4.1 MATERIALS

- A. Vinyl Composition Tile Manufacturer: Azrock by Tarkett Commercial, Telephone 800-558-2240 (samples) and 800-366-2689 ext. 2706 (Tarkett Commercial Technical Assistance); Fax 713-869-5271 (TarkettCommercial Technical Assistance). E-mail Technical Assistance: AzTech@Tarkett.com
- B. Standards: Meet or exceed requirements of ASTM F 1066, Class 1 or 2, non-asbestos formulated
- C. Quality Assurance: Product manufacturing facility to be compliant with latest ISO 9000 Standard [for shipboard application manufacturing facility and product to be IMO Compliant].
- D. Manufacturers recommended adhesive to contain no regulated VOC's.
- E. Size: 12 inch by 12 inch
- F. Gauge: 1/8 [3/32] inch.
- G. Flammability: Provide materials with 1.0 CRF (critical radiant flux) or higher when tested in accordance with ASTM E 648, Flooring Radiant Panel Test.

- H. Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
- I. Static Load: Provide materials with static load limit of 150 psi or higher.
- J. Slip Resistance: Provide materials with minimum rating for floors of > 0.60.
- K. Color and Pattern: As selected by Architect from manufacturer's full range of available colors and patterns, including Standard (Class 2) and Premium (Class 1, and 2).
 - a. Standard Pattern, Class 2, Cortina Colors & Classics (65 colors).
 - b. Premium Pattern, Class 1, Solids (14 colors)
 - c. Premium Pattern, Class 2, Thru-Quartz (12 colors)
 - d. Premium Pattern, Class 1, Feature Strip (14 colors) [1/4", 1/2", 1", 2", 4", 6" by 24" sizes available]
 - e. Premium Pattern, Class 2, Granite (7 colors).
 - f. Premium Pattern, Class 2, Granite Slip Resistant (8 colors); slip resistance rating of 0.8.
- L. Edge Strips (Moldings): Homogeneous vinyl, tapered or bullnose edge. Color: as selected by Architect to compliment vinyl composition tile.
- M. Subfloor Filler: Hydraulic/Portland cement based material designed for providing thin solid surface for leveling and for minor ramping of subsurface to adjacent floor finishes. Use material capable of being applied and feathered out to adjacent floor without spalling.
- N. Primers and Adhesives: Water and alkali resistant, zero regulated VOC types as recommended by flooring manufacturer for specific application.
- O. Floor Finish: Finish as recommended by flooring manufacturer for material type and location.

***** END REVISED SECTION *** END REVISED SECTION *** END REVISED SECTION*****

5.0 COVE BASE AND ADHESIVES- ROPPE

5.1 Material -

- 5.1.1. Standards - Meet or exceed requirements of U.S. Federal Specification Number SS-W-40a Type 1 Rubber
 - 5.1.1.2 Vulcanized compound of synthetic rubber.
- 5.1.2 Size: To be available in 48-inch lengths and/or 120-foot continuous rolls, 2-1/2 inch, 4- inch, and 6-inch heights.
- 5.1.3 Styles: To be available in coved and straight styles in 2-1/2 inch, 4 inch, and 6-inch heights.
- 5.1.4 Gage: 1/8 inch
- 5.1.5 Flammability: Provide materials with 0.45 CRF or higher when tested with ASTM E 648, Flooring Radiant Panel Test.
- 5.1.6 Smoke Density: Provide materials with smoke density of less than 450 when tested in accordance with ASTM E 662.
- 5.1.7 Colors: As selected by the City of Fort Worth from manufacturers full range of colors
- 5.1.8 Adhesives: As recommended by flooring manufacturer for specific application.

5.2 Installation: As recommended by flooring manufacturer.

6.0 RUBBER FLOORING TILES-US RUBBER RECYCLING TUFLEX

- 6.1 Material: shall be made of recycle rubber, to allow for high resilience and slip retardant.
 - 6.1.1 Standards: Meet or exceed requirements of ASTM C1028, Friction Coefficient 0.84-0.90.
 - 6.1.2 Size: 24 inches by 24 inches (square) or 27 inches x 27 inches
 - 6.1.3 Gauge: 3/8 inch or 1/2 inch
 - 6.1.4 Flammability: Provide materials with ASTM E 648 critical radiant flux: less than 0.10 W/cm squared.
 - 6.1.5 Colors: As selected by the City of Fort Worth from manufacturers full range of colors
 - 6.1.5.1 pigments shall be insoluble in water and non-bleeding
 - 6.1.6 Adhesives: As recommended by flooring manufacturer for specific application.
- 6.2 Installation: As recommended by flooring manufacturer.

BIDDER SHALL:

1. SIGN FORMS AS INDICATED.
2. COMPLETE AND RETURN THE BID COVER PAGE, INVITATION TO BID AND BID
DETAIL PRICE PAGES.
3. COMPLETE AND RETURN BIDDER'S EXPERIENCE LIST, FINANCIAL RESOURCES
PAGE AND TECHNICAL RESOURCES PAGE WITH ATTACHMENTS AS
NECESSARY.

BID'S LACKING THE ABOVE STATED DETAILS MAY BE REJECTED AS NON-
RESPONSIVE.

I UNDERSTAND THE FOREGOING CONDITIONS FULLY (bidder should sign here and on the
Bid Detail Form which indicates prices and totals).

Firm Name

Signature

Name and Title (print or type)

Address

City, State and Zip Code

Telephone Number (include area code)

A. RECORD OF PAST PERFORMANCE

List below the names, addresses and phone numbers of four (4) references (individuals or agencies) for which you (or your firm) have performed minor construction work the past 12 months. For each reference, check the tasks/ activities that were completed. You may also include up to 4 reference letters stating the tasks that were performed for the individual or agency. At least three of the five listed task or activities must have been completed in order for the reference to qualify. Additional references may be listed to ensure that 4 reference contracts may be made. Each reference will be contacted and asked the following questions:

1. **Specifically, what work did this firm (or individual) complete?**
2. **Please rate the quality of the work completed. Was the contractor's work Very Good, Good, Fair, Poor**
3. **Did the contractor complete the work in a timely and efficient manner?**
4. **Was the contractor (and or contractor's staff) courteous and respectful?**

Reference Name:	Installed	Replaced/Repair
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

State the number of years you (or your firm) have performed Carpet and Tile installation, Repair and Removal. _____ Years.

Please attach information that can be used to verify your years of experience.

FINANCIAL RESOURCES

A. FINANCIAL RESOURCES

1. List three trade references from which you (or your firm) have purchased materials within the last 12 months. References that cannot be contacted, will not qualify. Please do not list relatives or personal friends. Additional references can be listed at the bidder's option (to ensure that 3 references can be contacted).

QUESTION ONE:

“Has this firm (or individual) been timely in meeting their financial obligations to you / your company?”

QUESTION TWO:

“Would you characterize this firm (or individual) as honest, fair and responsible?”

QUESTION THREE:

“Have you or would you extend credit to this individual and if so, in what amount and under what terms?”

REFERENCE #1

NAME	ADDRESS	PHONE
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REFERENCE #2

NAME	ADDRESS	PHONE
------	---------	-------

REFERENCE #3

NAME	ADDRESS	PHONE
------	---------	-------

*****OPTIONAL ADDITIONAL REFERENCES*****

REFERENCE #4

NAME	ADDRESS	PHONE
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REFERENCE #5

NAME	ADDRESS	PHONE
------	---------	-------

B. TECHNICAL RESOURCES

1. Field Staff Experience

◆ Will you personally supervise the work performed pursuant to this solicitation? If so, please attach a resume showing relevant technical knowledge and expertise. If not, please indicate the name of the individual who will provide personal supervision _____ and attach a resume showing relevant technical knowledge and expertise.

Bid Sheets to be filled in by Vendor, signed and returned with bid forms.

BID SHEET 09-0231					
Carpet and Flooring Material					
Item	Quantity	Unit	Description	Unit Price	Extended Price
1	1000	sqyd	Carpet Tile 18 inches x 18 inches, Mannington, Basics 20/Modular Purchase carpet only	\$	\$
2	100	sqyd	Carpet Roll, 12 feet wide, Mannington, Basics 20 Purchase carpet only	\$	\$
3	1000	sqyd	Carpet Tile 18 inches x 18 inches, Mannington, Carthage II 20/Modular Purchase carpet only	\$	\$
4	500	sqyd	Carpet Tile 18 inches x 18 inches, Mannington, Swirl/Modular Purchase carpet only	\$	\$
5	100	sqyd	Carpet Roll, 12 feet wide, Mannington, Swirl Purchase carpet only	\$	\$
6	1000	sqyd	Carpet Tile 18 inches x 18 inches, Mannington, Techniques/Modular Purchase carpet only	\$	\$
7	500	sqyd	Carpet Roll, 12 feet wide, Mannington, Techniques Purchase carpet only	\$	\$
8	1500	sqyd	Install & purchase Carpet Tile 18 inches x 18 inches, Mannington, Basics 20/Modular	\$	\$
9	100	sqyd	Install & purchase Carpet Roll, 12 feet wide, Mannington, Basics 20	\$	\$
10	1500	sqyd	Install & purchase Carpet Tile 18 inches x 18 inches, Mannington, Carthage II 20/Modular	\$	\$
11	100	sqyd	Install & purchase Carpet Roll, 12 feet wide, Mannington, Carthage II 20	\$	\$
12	1500	sqyd	Install & purchase Carpet Tile 18 inches x 18 inches, Mannington, Swirl/Modular	\$	\$
13	100	sqyd	Install & purchase Carpet Roll, 12 feet wide, Mannington, Swirl	\$	\$
14	2000	sqyd	Install & purchase Carpet Tile 18 inches x 18 inches, Mannington, Techniques/Modular	\$	\$
15	250	sqyd	Install & purchase Carpet Roll, 12 feet wide, Mannington, Techniques	\$	\$
16	100	Gal	Mfr's Recommend Adhesive	\$	\$
17	250	Hour	Labor for Carpet repair, minimum of hours	\$ /hour	\$
18	300	Hour	Labor for installation for City owned Carpet minium of 5 square yards installed	\$ /hour	\$
Cove Base to be provided in rolls.					
19	1000	LF	Install & purchase Rubber Cove Base 2-1/2 inch, Manufacturers full range of colors	\$	\$
20	25000	LF	Install & purchase Rubber Cove Base 4 inch ,Manufacturers full range of colors	\$	\$
21	1000	LF	Install & purchase Rubber Cove Base 6 inch Manufacturers full range of colors	\$	\$
22	1000	LF	Install & purchase Rubber Cove Base 2-1/2 inch pre-formed corner Manufacturers full range of colors	\$	\$
23	15000	LF	Install & purchase Rubber Cove Base 4 inch pre-formed corner Manufacturers full range of colors	\$	\$
24	1000	LF	Install & purchase Rubber Cove Base 6 inch pre-	\$	\$

**NO BID SHEET
CARPET & FLOOR TILE PURCHASE, INSTALLATION, REMOVAL AND REPAIR
BID INVITATION NO: 09-0231**

If your firm chooses not to submit a bid for this procurement, please complete this form and submit to:

**David B. Weeks, Buyer
City of Fort Worth
Purchasing Division
1000 Throckmorton Street
Fort Worth, Texas 76102
817-392-8440 (fax)**

Please check the items that apply:

- Do not sell the item(s) required.
- Cannot be competitive.
- Cannot meet the Specifications highlighted in the attached Bid.
- Cannot provide Insurance required.
- Cannot provide Bonding required.
- Cannot comply with Indemnification requirements.
- Job too large.
- Job too small.
- Do not wish to do business with the City.
- Other reason.

Company Name:

Authorized Officer or Agent Signature:

Telephone: (_____) _____ FAX Number: (_____) _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

City of Fort Worth, Texas
Standard Purchasing Terms and Conditions

- 1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.
- 2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.
- 3.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)
- 4.0 ORDERS -
 - 4.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.
 - 4.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.
- 5.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 6.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 7.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

- 8.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 9.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 10.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 11.0 INVOICES -
- 11.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
- 11.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.
- 12.0 PRICE WARRANTY -
- 12.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 12.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.
- 13.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by

Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

- 14.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing; failure to do so shall constitute breach and cause this contract to terminate immediately.
- 15.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.
- 16.0 PROPRIETARY RIGHTS INDEMNIFICATION - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.
- 17.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
- 18.0 TERMINATION - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.
- 19.0 ASSIGNMENT - DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer'

Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

- 20.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.
- 21.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.
- 22.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.
- 23.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.
- 24.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.
- 25.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.
- 26.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 27.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.
- 28.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.
- 29.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.
- 30.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 31.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

Revised September 19, 2006