

# SPECIFICATIONS

## Carpet and Resilient Flooring

1. **OVERVIEW:** This Invitation for Bid (IFB) 6100059563 (identified here and in the other documents as the “Contract”) is being issued by the Pennsylvania Department of General Services (DGS) and will cover the requirements for Commonwealth of Pennsylvania (Commonwealth) Agencies for Carpet and Resilient Flooring. In addition, Local Public Procurement Units (COSTARS), as defined by the Commonwealth Procurement Code, may use this contract in accordance with the COSTARS Provision contained within the contract terms and conditions.

2. **SCOPE:** This Contract will cover the requirements of the Commonwealth for all materials, labor, tools, equipment, accessories, and supervision needed to furnish and/or install commercial carpet and resilient flooring materials and accessories.

The Commonwealth, and awarded manufacturer(s), are required to give UniqueSource Products & Services (UniqueSource), and Vision Resources of Central Pennsylvania (Vision Resources), a UniqueSource Member Agency, the first right of refusal for any and all Commonwealth **carpet** installation projects (resilient flooring is excluded from this right). UniqueSource is a non-profit organization that markets and sells products and services on behalf of other non-profit organizations that provide employment opportunities for persons with disabilities (UniqueSource Member Agency). UniqueSource and the UniqueSource Member Agency must comply with all requirements of Section 520 of the Commonwealth Procurement Code, 62 Pa.C.S. § 520 (Section 520), as determined by DGS, which includes at a minimum, that at least 75% of the persons engaged in the direct labor of installing the carpet, materials and accessories must be persons with disabilities. In addition, UniqueSource and the UniqueSource Member Agency must supply the carpet, materials, accessories, and installation at DGS-established fair market prices. For the purposes of this contract, the DGS-established fair market prices shall be the pricing, less any applicable discounts, as referenced on the manufacturer’s contract price list. Commonwealth agencies must contact the DGS Program Manager on record to establish a fair market price for any additional carpet and/or installation services being provided by UniqueSource that are not referenced on the contract.

3. **METHOD OF AWARD:** This is a multiple award contract by manufacturer. All responsive and responsible bidders who meet the eligibility requirements within these specifications will be awarded a contract. There is no guarantee that the award of a Contract will result in the award of a purchase order.

4. **ELIGIBILITY:** To be eligible for award, a bidder must be a manufacturer with the capacity to service the Commonwealth either directly or through their network of authorized dealers with one or more certified installers within the state. In addition, the bidder must agree to, and have the capacity to, train and certify UniqueSource/Vision Resources personnel, at no charge, on the proper installation of the manufacturer’s carpet.

5. **BIDDING INFORMATION:** The following documents are required to be completed and returned/attached with your electronic bid. These are in addition to any other requirements to submit documentation within the bid specifications. Bids may be rejected for failure to complete and return required documents:

- Attachment (A) – Labor & Additional Materials Pricing *\*note, there are 2 tabs in the worksheet, one for Carpet and another for Resilient Flooring.*
- Attachment (B) – Supplier Information
- Current Price List(s) for Carpet & Resilient Flooring
- Authorized Dealers List
- Attachment (C) – State of Manufacture Chart (This is the Reciprocal Limitations Act GSPUR-89 included as Attachment F to this Solicitation)
- Attachment (D) – Iran Free Procurement Certification Form
- Attachment (E) – Lobbying Certification Form
- Attachment (F) – Worker’s Protection Certification Form
- COSTARS Program Contractor Election to Participate form (if applicable)

**6. PRICE LISTS:** The manufacturer shall supply a price list with their bid and include any applicable discounts. In addition, the awarded manufacturer(s) will complete Attachment (A) to provide pricing for materials, accessories, labor, etc. Any reference, which may appear on any price list, to any terms and conditions, such as F.O.B. shipping point, prices subject to change, or only full case orders will be accepted, will not be part of any contract with the successful supplier(s) and will be disregarded by the Commonwealth. Failure to return a Price List or Attachments (A) may result in the bid being deemed as non-responsive. *\*note, Attachment (A) contains 2 tabs in the worksheet, one for Carpet and another for Resilient Flooring.*

- **New and Discontinued Products:** The manufacturer is responsible for notifying the Commonwealth of all new and discontinued products in a timely manner. Fair and acceptable pricing will be comparable to similar items or the appropriate base line items. At no time is the manufacturer allowed to unilaterally change products or pricing. The Contract mandates brand specific items. At no time during the duration of the Contract will any item other than the acceptable brand specified in the contract be accepted by the ordering facilities unless prior approval by DGS is granted. If a replacement product is requested for shipment by the manufacturer due to brand/label and/or pack change, it must be authorized and approved by DGS prior to the manufacturer shipping that replacement product. All other provisions and Terms and Conditions are unchanged and remain in full effect as set forth in the Contract.
- **Price List Updates:** Awarded suppliers may request to update their price lists after the first 12 months and again at time of subsequent contract renewal(s). All requests to update pricing must be submitted to the Issuing Office for review and approval no later than 60 days prior to the end of the current contract period. The awarded supplier is required to justify any price increase in a clear concise manner and may possibly be required to submit supporting documentation. If the price update is approved, it will be in effect at the beginning of the renewal period, or on the effective date listed on the posted Contract change notice.

**7. PRODUCT REQUIREMENTS:** Carpet must comply with the requirements of Pennsylvania Commercial Item Description 1057 (PCID 1057), effective September 4, 2018, see Attachment (G). This PCID defines a minimum acceptable level of quality. This IFB is designed to meet the needs of various customers with diverse requirements. All Bidders are encouraged to provide a range of products meeting and/or exceeding the elements of the PCID.

For the resilient flooring requirement please refer to Attachment (H)

**8. AUTHORIZED DEALERS:** Suppliers shall provide with their bid a list of dealers who are authorized to supply and install carpet/resilient flooring on behalf of the respective manufacturer. The Supplier must use Union Labor Rates for installation in areas/buildings that are Union covered or when a determination that the provisions of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 thru 165-17, apply to the installation. The Using Agency shall notify Suppliers if the Prevailing Wage Act is applicable when requesting quotes. Suppliers may update or add new authorized dealers after the first 12 months of the contract and every 6 months thereafter. New additions to a manufacturer's dealer list will not be accepted outside of these time parameters.

**9. REQUESTS FOR QUOTE:** Within seven (7) days after receiving a request from a Commonwealth agency, the awarded manufacturer(s) and/or authorized dealer(s) shall perform a site visit to discuss the Commonwealth agency requirements, measure the areas that are to be carpeted, and provide sample book(s) showing representative swatches. In addition, it is the awarded manufacturer(s) responsibility to provide the Commonwealth agency with any technical and/or other available data pertinent to making a well-informed purchasing decision.

Within five (5) business days after the Commonwealth agency has notified the manufacturer(s) and/or authorized dealer(s) of the selected carpet/resilient flooring style and color, the manufacturer(s) and/or authorized dealer(s) shall submit an itemized quote to the Commonwealth agency itemized to include carpet/ resilient flooring, labor, and other materials to include, but not limited to, cove base, reducer strips, stair nosing, floor patch, glue, sealers, epoxies and other sundries.

If the Commonwealth agency has identified a need for both carpet and installation, the Commonwealth agency must give UniqueSource the first right of refusal to accept or decline the installation of carpet ONLY.

- If UniqueSource accepts the opportunity, the Commonwealth agency shall issue a Purchase Order against the applicable manufacturer's authorized dealer contract with UniqueSource after receiving the quote from UniqueSource. The UniqueSource quote shall reference the DGS-established fair market prices. UniqueSource must clearly identify any carpet, materials, accessories, or labor that does not have a pre-established fair market price; in which case, the Commonwealth agency should forward the quote to the DGS Program Manager and request that fair market prices be established accordingly.
- If UniqueSource declines the opportunity, the Commonwealth agency shall obtain a written statement to that effect from UniqueSource; and may obtain quote(s) from other awarded manufacturer(s) and/or authorized dealers per the contract.

In the event the Commonwealth agency has identified a need for carpet/resilient flooring only, without installation, the Commonwealth agency shall issue a purchase order to the manufacturer who they have deemed to be the best value for their specific needs. In the event the manufacturer chooses to use an authorized dealer for the carpet/resilient flooring, the purchase order will be issued against the manufacturer's authorized dealer contract.

**10. DELIVERY REQUIREMENTS:** All articles ordered from this contract shall be delivered within a reasonable time, not to exceed sixty (60) calendar days after receipt of order, unless otherwise agreed to in writing, by DGS.

All deliveries against the contract shall be FOB Destination, as long as the minimum order requirement is met. All deliveries must be securely packaged to avoid breakage or damage in

accordance with standard industry practice. All deliveries will be inside delivery to address shown on the Purchase Order. No outside or curbside deliveries will be accepted. Carpet can be delivered on rolls as well.

All carpet tiles shall be purchased in full-box quantities. All bidders shall supply "square yards per carton" figure for carpet tiles on their price list. A five percent (5%) overage shall be allowed for broadloom carpet, to a maximum of 25 square yards. However, in all instances, supplier shall not deliver an under shipment when a definite quantity is needed and expressed by the Commonwealth agency. The manufacturer(s) are responsible to provide the Commonwealth agency purchasing authority with proper amount of carpet and sundries to be purchased from this contract.

Deliveries must be clearly marked with the Purchase Order number. If delays in delivery are anticipated, the supplier shall immediately notify the Commonwealth agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory to the Commonwealth agency. The Contractor shall inform DGS of any supply or delivery problems. Continued delivery problems may result in termination of the Contract.

**11. MINIMUM ORDER:** The minimum order under this contract shall be \$500.00 to qualify for FOB Destination. Orders under \$500.00 may be delivered with additional freight cost added to invoice.

**12. INDUSTRY STANDARDS:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**13. ASBESTOS TILE PROCEDURE:** The following procedure applies to any entity (manufacturer's certified dealer or Vision Resources) performing installation under this contract. The requesting Commonwealth agency must contact the Building Maintenance Manager and request written documentation as to whether Asbestos tiles are or may be present under the existing floorcovering in the area you are requesting new floorcovering. The Commonwealth agency must provide the information to the installers' representative.

If the report indicates there is no asbestos under the substrate, the installation team will move forward with industry standard removal procedures, after receipt of a fully-executed PO and notice to proceed.

If the report indicates that asbestos tiles are or may be present, the Commonwealth agency and the installation team needs to be aware that abatement of the asbestos tiles may need to be performed if the tiles start to loosen and release from the floor during the removal process. These costs are unrelated to the installation of new flooring and are not the responsibility of the installer.

***The following process will take place if there is any possibility of asbestos:***

The installation team will remove the existing floor covering using non-invasive techniques, exercising great care not to disturb, or in any way make friable the asbestos subflooring. Should even ONE asbestos tile come loose during the removal of the existing floor covering, more are likely to follow. Management for the installation team will suspend the removal procedure at once and notify the on-site project contact person and the Department of General Services Fire & Safety personnel in Harrisburg.

The installation team will apply a sealer to the void left by the tile coming loose. If this scenario requires the Commonwealth agency to contract for abatement, the installation team will not return to the project until abatement is completed, and a notice to proceed is issued by the Commonwealth agency to the installer.

The installer reserves the right to invoice for all material costs relating to the project and completed labor costs incurred up to the date the project was put on hold due to asbestos issues. At that time any deductions or additional costs related to the stoppage will be discussed and agreed upon prior to the issuing of the final invoice when the project is completed.

The installer will work with and defer to the DGS Fire & Safety personnel on all matters relating to the procedural safety precautions employed.

**14. CERTIFICATIONS AND TRAINING:** The awarded manufacturer shall certify all carpet/resilient flooring authorized dealers/installers, including the UniqueSource Member Agency, on the proper installation of the manufacturer's carpet/resilient flooring. This training is to be provided, at no charge to the Commonwealth, within sixty (60) days of request. Certified installers, including UniqueSource Member Agency personnel, must take all steps necessary thereafter to meet the awarded manufacturer(s) certification requirements. A copy of the certification must be provided to the Commodity Specialist upon request.

Certified installers shall carpet/tile applicable floor area(s) to include under all furniture, fixtures, and equipment in accordance to industry standard installation methods. In the event of errors during the installation said installer shall remedy the problem(s) within 15 working days of the install date to the satisfaction of the agency.

**15. WARRANTY:** Standard Manufacturer's Warranty is to be considered a part of these conditions. All defective items shall be replaced free of charge.

In addition to the Standard Manufacturer's Warranty, a minimum TWO (2) year warranty shall apply on all materials, accessories, and/or labor provided against a Purchase Order that was a result of this contract. The manufacturer's certified installer shall be responsible for all work put in under these specifications, and shall make good, repair, and replace, at its own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the Commonwealth agency and/or DGS said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Bidders shall indicate the type and extent of the warranty for all carpet/resilient flooring, materials, accessories, and/or labor services proposed.

The awarded manufacturer will be the sole point of contact on any problems during the warranty period.

**16. CONTRACTOR POINT OF CONTACT:** The Contractor must designate both a dedicated Customer Service Representative that will serve as the main point of contact for this Contract and an Emergency point of contact. The Customer Service Representative must be available, at a minimum, Monday through Friday from 8:00 a.m. to 5:00 p.m. The Customer Service Representative will play an important role in overseeing the Contract and will be responsible for ensuring high-quality service and resolving problems. The Emergency point of contact must be available to provide assistance at any time. Complete Attachment (B) Supplier Information and return with your bid. Failure to return Attachment (B) with your bid may result in being deemed non-responsive.

**17. REPORTING:** The Commonwealth requires an electronic (Microsoft Excel) summary report from the awarded manufacturer(s). The electronic format shall be jointly determined by the Manufacturer and the Commonwealth. At a minimum, the report shall contain the following elements: supplier number, supplier name, account number, invoice number, customer name, and delivery address (include street, city, state), delivery date, item description, quantity, unit of measure, unit price and total price.

In addition, a separate report shall be required reflecting returned items. This report shall contain all the information noted above, with the addition of reason for return (not needed, defective, wrong item, etc.).

The reports must be filed within ten (10) days after the end of each quarter to the Commodity Specialist. Manufacturer will provide additional reporting to the Commodity Specialist upon request.

**18. ADDITION OF LINE ITEMS:** Additional line items that are reasonably construed to be within the scope of this procurement may be added to the contract at the request of the using agency. In the event that DGS determines that the additional line item should be added, DGS will contact all suppliers who have been awarded a contract as a result of this procurement and request pricing of the new item. Award of the new item shall be based upon the lowest price received from the responding suppliers. No new items will be added to the contract later than 90 days prior to the expiration of the contract.

**19. WORKER PROTECTION AND INVESTEMENT:** Pursuant to Executive Order 2021-06, Worker Protection and Investment (October 21, 2021), the Commonwealth is responsible for ensuring that every Pennsylvania worker has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws. Such certification shall be made through the Worker Protection and Investment Certification Form (BOP-2201), included here as Attachment (F), and submitted with the bid, proposal or quote.

**20. E-INVOICING:** The PA Office of the Budget has initiated an E-Invoicing program that enables vendors to submit invoices via email. Submitting invoices via email enables vendors to save printing and postage costs, paper supplies, and mailing time needed to transmit paper invoices. The program's guidelines are available on the E-Invoicing website, located at <http://www.budget.pa.gov/Services/ForVendors/Pages/default.aspx>

**21. POST AWARD ADMINISTRATION:** The Contractors performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract. At a minimum, the Contractors' performance shall be evaluated on an annual basis. Contractors may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Contractor performance reviews, discussion of issues either party may have concerning the Contract or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semi-annually or annually at the discretion of the Department of General Services, or upon special request of the using agencies. Specific supplier performance issues may be addressed through weekly or bi-weekly conference calls, as a way to assess supplier progress.

**22. ISSUING OFFICE:** This IFB is being issued by DGS on behalf of the Commonwealth; the sole point of contact in the Commonwealth for this IFB shall be David Kline, Issuing Officer. Please refer all inquiries to the Issuing Officer via e-mail at [drkline@pa.gov](mailto:drkline@pa.gov). The Issuing Office address is:

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