



## INVITATION FOR BID NUMBER AEPA IFB #009-B

### CARPETING & INSTALLATION

#### PART C – BID FORMS

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#### **Bid Submittal Organization and Check List**

1. Bid Submission instructions are found in Section E of Part A of the bid documents.
2. The Part C Bid Forms shall be submitted in both printed and electronic copy on a CD or Flash Drive. Bidders shall include an exact paper copy of the electronic submission, paper copy(ies) of items that cannot be made a part of the electronic submission, and the electronic forms in the sealed bid package. In case of discrepancies, the printed responses will prevail over electronic submissions.
3. In order to insure that every bid receives a fair evaluation and comparison, it is required that each bid be organized in a three-ring binder with an inside pocket and a set of dividers is required.
4. It is suggested that the bidder preparing a response check off each required item as it is completed. The same list will be used by AEPA evaluators to ascertain that the bid is complete.
5. Any submittals too large to secure in the binder must be clearly labeled with the name of the bidder.
6. One original copy of the bid shall be submitted.
7. All documents with signatures shall have original ink signatures.
8. Electronic data must be provided on CD or Flash Drive. Electronic media shall be clearly identified and labeled by including the vendor name, name of the bid and date. Electronic media must be placed in a protective pouch. Electronic price lists shall be in Microsoft Excel 2007 or less and shall allow for sorting on any of the fields listed below. Other documents may be submitted as Word or PDF files.

<b>Divider</b>	<b>Form</b>	<b>Description</b>	<b>Signature Required</b>	<b>Hard Copy</b>	<b>Word or PDF File</b>	<b>Excel File</b>
<b>1</b>	<b>A</b>	_____ Bid Affidavit Signature Page (Notarized Hard Copy)	<b>X</b>	<b>X</b>	<b>X</b>	
<b>1</b>	<b>B</b>	_____ Acceptance of Bid and Contract Award	<b>X</b>	<b>X</b>		
<b>2</b>	<b>C</b>	_____ Questionnaire for Bidders	<b>X</b>	<b>X</b>	<b>X</b>	
<b>2</b>	<b>D</b>	_____ Company Information	<b>X</b>	<b>X</b>	<b>X</b>	
<b>3</b>	<b>E</b>	_____ Exceptions to Terms, Conditions and Specifications	<b>X</b>	<b>X</b>	<b>X</b>	
<b>4</b>	<b>F</b>	_____ Category Questionnaire	<b>X</b>	<b>X</b>	<b>X</b>	
<b>4</b>		_____ Substantiating Documentation		<b>X</b>	<b>X</b>	
<b>5</b>	<b>G</b>	_____ Discount & Price Schedule (This will be a printout of the electronic pricing.)	<b>X</b>	<b>X</b>		<b>X</b>
<b>6</b>		_____ Appendix with Catalogs, Slicks, Model Information, etc.		<b>X</b>	<b>X</b>	
<b>Left Pocket</b>		_____ Bid Security Bond for \$25,000		<b>X</b>		
<b>Left Pocket</b>		_____ Electronic Media				

\_\_\_\_\_ **Check or initial here after all questions have been answered and data provided as requested. (Omissions and errors may cause bid to be rejected.)**

**A. BID AFFIDAVIT SIGNATURE PAGE**

**AFFIDAVIT**

1. The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing bid (such persons, firms and corporations hereinafter being referred to as the bidder), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other bidders, or with any official of the *Member Agency*, or any employee thereof, or any person, firm or corporation under contract with the *Member Agency* whereby the bidder, in order to induce the acceptance of the foregoing bid by the *Member Agency*, has paid or is to pay to any other bidder or to any of the aforementioned persons anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement or agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the bidder, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the bidder, nor any officer, director, partner, member or associate of the bidder, nor any of its employees directly involved in obtaining contracts with the State of *Member Agency*, *Member Agency*, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the bidder or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the bidder will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that we have completed, reviewed, approved and have included all information that is required in Sections C, D, E, F and G of these bid forms.

Authorized Representative (Please print or type)	Mailing Address
Title (Please print or type)	City, State, Zip
Signature of Authorized Representative	Date                      Phone                      Fax

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public in and for County of, State of \_\_\_\_\_

My commission expires: Signature: \_\_\_\_\_

**B. ACCEPTANCE OF BID AND CONTRACT AWARD**  
**AEPA IFB 009-B CARPETING**

**ACCEPTANCE OF BID**  
**and**  
**CONTRACT AWARD**

TO BE COMPLETED BY BIDDER

In compliance with the Invitation to Bid, the undersigned warrants that I/we have examined the Instructions to Bidders, and, being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, and supplies incurred in compliance with all terms, conditions, specifications and amendments in the INVITATION TO BID and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the Agency Terms and Conditions and the special Terms and Conditions. The undersigned understands that his/her competence and responsibility and that of his proposed subcontractors, time of completion, as well as other factors of interest to the Agency as stated in the evaluation section will be a consideration in making the award.

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Authorized Signature (ink only) \_\_\_\_\_ Title \_\_\_\_\_

ACCEPTANCE OF BID AND CONTRACT AWARD TO BE COMPLETED ONLY BY AGENCY

Your bid for contracting services is hereby accepted. As contractor, you are now bound to sell the materials and services listed by the attached bid based upon the solicitation, including all terms, conditions, specifications, amendments as set forth in the Invitation for Bid. As contractor you are hereby cautioned not to commence any billable work or provide any material or service under this contract until contractor receives an executed purchase order from the Agency. The parties intend this contract to constitute the final and complete agreement between the Agency and contractor, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless it shall be in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The term of the agreement shall commence on award and continue until February 28, 2010 unless terminated, canceled or extended. By mutual written agreement, the contract may be extended for three additional 12-month periods ending on February 28, 2011, February 29, 2012 and February 28, 2013.

Awarding Agency: \_\_\_\_\_

Agency Executive \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ Contract Number \_\_\_\_\_

## C. QUESTIONNAIRE FOR BIDDERS

Company Name \_\_\_\_\_

*Please check Yes/No answers. "Days" requested are calendar days. If room provided is inadequate indicate, "see attached" and label the attachment with the question number.*

1. Can your company serve all AEPA states with the best service offered? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
2. Do you currently have representatives for all AEPA states? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
3. (If no, a plan and timeline for providing these services is to be attached.)
4. Is your pricing guaranteed for the term of the contract? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
5. For products on your price list, is shipping/handling included in the price? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**  
If No, estimate S/H on purchases (% of purchase price, UPS, etc.) \_\_\_\_\_
6. Describe your return policy. What is your restock fee, if any? (Restock fee must not exceed 15%)  
\_\_\_\_\_

Describe any exclusions or limitations applicable to your return policy. \_\_\_\_\_

7. Will you offer Member Agencies a quick pay discount? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
8. If YES, what is the discount (indicate %/number of days)? \_\_\_\_\_
9. How many line items are you offering under this bid category? \_\_\_\_\_
10. If some of the line items that you sell are not covered under this bid, do you have a way to block orders for those items? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
11. Delivery of stocked items is promised within \_\_\_\_\_ **days**
12. What is your average time from receipt of order to shipping stocked items? \_\_\_\_\_ **days**
13. Delivery of non-stocked items is promised within \_\_\_\_\_ **days**
14. Do you offer an electronic ordering system? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**
15. Do you have minimum order requirements? \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**  
If yes, please describe. \_\_\_\_\_

16. Indicate the level of support you are offering in this bid. **A bid will be determined nonresponsive if this question is unanswered.**

Prices offered in this bid are:

- \_\_\_\_\_ a. The same as we offer on single school district bids.
- \_\_\_\_\_ b. The same as we offer to cooperatives and state purchasing departments.
- \_\_\_\_\_ c. Better than we offer to cooperatives or state purchasing departments.

If line b or c is checked, indicate the percent lower (on single items) than the best price offered to educational institutions, cooperatives, or state purchasing departments.

- \_\_\_\_\_ Two percent (2%)      \_\_\_\_\_ Three percent (3%)      \_\_\_\_\_ Four percent (4%)  
\_\_\_\_\_ Five percent (5%)      \_\_\_\_\_ Six percent (6%)      \_\_\_\_\_ Other \_\_\_\_\_.

17. Additional quantity or volume discounts are identified on the pricing page \_\_\_\_\_ **YES** \_\_\_\_\_ **NO**

## **D. COMPANY INFORMATION**

*Note: This is a sample form. Actual data must be provided on disk, and printed. Original must be signed and inserted in the bid after it is printed.*

*Proper evaluation of bidders requires information about their companies.*

- 1a. Public Companies must provide their most recent yearly report to stockholders.
- 1b. *Private Companies must answer the questions below.*
  - a. Provide a brief history of your company that includes the type of business and its philosophy of doing business. If the bidder has recently purchased an established business, or has proof of prior success in this business, or a closely related business, please provide written verification.
  - b. Indicate the location of the headquarters of the company. List any branch offices in the state of any AEPA member. Provide the name, title, qualifications and experience of the employee that will coordinate the work and be the general contact for this contract.
  - c. For purposes of determining a bidder's ability to perform financially, attach a letter from your financial institution that indicates the line of credit available to you currently, and evidence of financial stability over the past three (3) years. This letter does not need to identify a dollar amount; instead, a credit range should be indicated. (For example, "credit in the low six figures" or "a credit line exceeding five figures").
2. Gaps sometimes exist between management (those who respond to IFB's) and sales staff (those who contact the public educational institutions) which results in problems. Provide the names your key sales people, phone numbers and states for which they are responsible.



## ***F. Pricing***

- Bid pricing shall be submitted on Excel spreadsheets following the format supplied on the following page. Hardcopy printouts shall include page numbers on all pages.
- The cost of the floor covering offered on this contract must be the same for all members of the bidding agency.
- The charge for freight (shipping) floor covering from the factory location to the buyer's location or job site may be included in the cost of the floor covering, or may be indicated as a pre-pay and add cost. The method of charging freight should remain consistent for all purchases unless otherwise requested.
- Floor covering may be priced installed per square yard or priced as material only plus installation. Installation cost must be indicated by state or region.
- Installation costs that vary from jurisdiction to jurisdiction due to labor costs, union contracts, labor laws, or other similar factors should be clearly described in the cost sheets provided with the bid. Pricing may also include all applicable member fees, as directed by the AEPA agency.
- Costs for special installation may be included as per square yard or per linear foot cost (coving, steps, around equipment, etc.).
- Use the form on the following page or duplicate it, to price all equipment, services, supplies, and other commodities you wish to place on contract. If you have a printed price list or catalog, you may attach it. If pricing is different for floor covering supplied through authorized dealers please duplicate the sheet.
- CRI (Carpet & Rug Institute) "Green Label Plus" certification is requested on all products to be considered for classroom installation. Bidders must submit proof of certification and GLP Product Identification Numbers for each product submitted.

**G. PRICE LIST FOR COMMERCIAL FLOOR COVERINGS**

**Company Name** \_\_\_\_\_

The following pricing is for purchase orders issued to the manufacturer and delivered by

(Check one or both as is applicable):  MANUFACTURER  AUTHORIZED DEALER

<b>Description</b>	<b>Warranty in Years</b>	<b>Retail Price</b>	<b>% Discount</b>	<b>Agency Price</b>

**H. Additional Submittals** – Submit each of the following with your bid:

- Manufacturer's specifications, glue free installation instructions and maintenance instructions
- Certification from the fiber producer verifying use of the premium branded nylon identified as either Invista , Aquafil or Universal with modification ratios of 2.0 or less. Nylon fibers extruded by carpet mills and those with modification ratios of more than 2.0 will be considered "unbranded" and disallowed for purposes of this specification.
- 15 Year Product warranty to include: Fiber wear of not more than 10% by weight, static less than 3.0kV, no delamination, no edge ravel or dimensional instability. ("Lifetime" warranties and those qualified by the use of chair pads will not be accepted. Appearance retention must be warranted.)
- Mold warranty and a passing result on ASTM E 2471.
- Dyelot Mergeability warranty
- Statement of anticipated trim waste on all products
- Statement of anticipated wet glue avoidance for the installation.
- Statement of anticipated floor primer/preparation expense
- Statement of anticipated damage to subfloor when product is removed after useful life.
- Production samples for each carpet type that have been appearance retention tested for 5 years of wear in order to evaluate anticipated performance.
- Life Cycle Analysis certified by qualified 3<sup>rd</sup> party, utilizing GaBi IV, SimaPro or other comparable LCA system.
- Greenhouse Gas Offset certification that all carbon dioxide emissions from the raw materials, manufacturing processes and anticipated life cycle of the carpet products will be offset.

(End of Part C)