



Statewide Term Contract 360A – Floor Covering & Installation Services

Bid Number	201700882
Contract Name	Floor Covering & Installation Services
Effective Dates	November 20, 2017 to December 15, 2020
Awarded Vendor(s), Contacts, Installation and Installation Cost Schedule & NASPO ValuePoint Agreement Number	<p>Interface Americas Inc. – NASPO ValuePoint # MA2279 Contact – Ken Baker (336) 416-3277 Installation Cost Schedule Authorized Dealer List Carpet Pricing</p> <p>Mohawk Carpet Distribution, Inc. – NASPO ValuePoint # MA2283 Contact – AnnaLeigh Warmack – (706) 879-6554 Installer – Stacey Ridley – (706) 272-1943 – (706) 422-6847 Fax Installation Cost Schedule Rubber Tile Pricing Carpet Pricing</p> <p>Mannington Mills DBA Mannington Commercial – NASPO ValuePoint # MA2282 Contact – Jody Steger – (703) 489-5698 Installation Cost Schedule Authorized Dealer Installation List Carpet Pricing</p> <p>Milliken & Company – NASPO ValuePoint # MA2281 Contact – Tamlin Antoine (202) 480-6461 Installation Cost Schedule & Authorized Dealer List will be available soon.</p> <p>Shaw Industries Inc. – NASPO ValuePoint # MA2684 (Shaw, Patcraft & Philadelphia) Contact – Randa Thayer – (770) 241-0910 Installer – Shelli Warren – (706) 276-7506 – (706) 428-3293 Fax Installation Cost Schedule</p> <p>Tandus Centiva US LLC – NASPO ValuePoint # MA2280 Contact – Jessica Fuller – (706) 281-2797 Installation Cost Schedule Authorized Dealer List</p>
Contract Covers	<p>This contract covers the following flooring categories and installation depending on the number of square yards purchased from 1-999, 1000-1499 and over 1500:</p> <ul style="list-style-type: none"> • Hard Surface in Good, Better & Best Quality Levels & Cost <ul style="list-style-type: none"> ○ Vinyl (Sheet & Solid Tile) ○ Rubber Tile • Carpet in Moderate, Heavy, & Severe Quality Levels & Cost <ul style="list-style-type: none"> ○ Modular Tile (Types A-C) ○ 6' Broadloom (Types A-C) ○ 12' Broadloom (Types A-C) • Installation
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute.

	<p>Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.</p>
<p>Special Note</p>	<p>If an Agency requires floor covering from a manufacturer that is not covered under contract and is required based on standardization to match existing floor coverings, the Agency shall follow normal purchasing procedures based on a brand specific waiver of competition to purchase.</p>
<p>Delivery (FOB destination)</p>	<p>The Vendor shall provide the following delivery methods.</p> <p>Drop Ship: Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB destination. Purchase order shall state the delivery instructions. This type of delivery will not include any installation. Agency is to bear all risks for installation. Agency will order directly from the manufacturer.</p> <p>Inside Delivery: Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No installation is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees. Agency bears all risks for installation. Agency will order directly from the manufacturer.</p> <p>Liftgate Service: Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply.</p> <p>When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.</p> <p>Installation/Full Service: Products will be delivered, unloaded, and installed according to a purchase order and to a move-in ready condition. Purchase order shall state the installation instructions and fees.</p> <ol style="list-style-type: none"> 1. Delivery of goods shall be made to any location specified on the purchase order. These locations may include, but are not limited to, standard education buildings, high-rise buildings, receiving docks, and staging areas. An Agency reserves the right to combine purchase order totals to calculate the volume discount. Floor materials and sundries to be delivered to the job site in original sealed packages or containers, clearly marked with the manufacturer's name or brand, type, color, production run number, and date of manufacture. 2. It shall be the responsibility of the Vendor or its Authorized Dealer to offer the services required to deliver, unload, and install floorcovering ordered from any product category offered. 3. The Vendor or its Authorized Dealer is responsible for the removal of all packaging materials and excess product from the job site daily. Dumpster and trash receptacles that belong to the Agency for the participating state shall not be used. 4. Under no circumstances will Agency personnel assist with unloading product. 5. The Vendor or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order. Products must be

	<p>stored in weather tight and dry storage facility protected from handling, water, temperature, or other types of risk of damage.</p> <ol style="list-style-type: none"> 6. Emergency or rush deliveries requested by the Agency that require special shipping and handling charges may be at the Agency's expense, but only with prior written approval from the Agency. Emergency or rush shipping charges shall be added to an invoice as a separate line item. 7. In the event emergency or rush delivery is required as the result of a manufacturer or Authorized Dealer's error, all shipping and handling charges shall be paid by the Vendor. 8. The acceptance of and completion of installation with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Vendor or Authorized Dealer. Unless otherwise stated in the participating addendum or project agreement, if delivery is delayed more than ten (10) calendar days beyond the delivery terms, the Agency may impose a penalty equal to 3.0% of total project cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the Agency, but does not preclude the Agency from compensation from the Vendor or Authorized Dealer for other expenses or penalties caused by the late delivery.
<p>Quality Assurance Inspection</p>	<p>It is the responsibility of the receiving agency to inspect the entire project (carpet, supplies and installation charges) upon delivery and after installation to insure compliance with the contract requirements and specifications.</p> <p>INVOICES MAY NOT BE PAID BY THE USING AGENCY UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.</p>
<p>Installation</p>	<p>These mandatory minimum requirements apply to any and all installation projects. The Vendor or Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Agency. If damages do occur as a result of operations under this contract, the Vendor or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Vendor or Authorized Dealer shall make restitution, as agreed upon by the parties.</p> <ol style="list-style-type: none"> 1. The Vendor or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team. 2. The Vendor or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect product upon discovery. 3. The Agency shall incur no additional charges as a result of the Vendor or Authorized Dealer's error. 4. The Vendor or Authorized Dealer must work cooperatively with the Agency and participate in the final walk-through inspection and provide a punch out checklist that will be approved and signed by the Agency's project manager. 5. A punch list written by the Vendor and the Agency shall be created consisting of a listing of any missing, incorrect, or damaged items approved and signed by the Agency after issues are resolved. 6. The Vendor or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a vacuuming of carpet or broom sweeping of solid surface flooring if necessary, and any other cleaning required for the move-in condition. 7. The Vendor or Authorized Dealer shall be fully responsible for the product to be completely installed by the agreed upon timeframe of the Agency. 8. Installation crews are responsible for all their tools, supplies, and equipment and assume all risk/loss. The Agency is not responsible for tools left at the job site.

9. The Agency reserves the right to hire or make arrangements for additional cleaning personnel if the Vendor is not able to properly clean and ready the site for occupation by the designated move in date.
10. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.
11. It shall be the responsibility of the Contracted Supplier or Authorized Dealer to make all arrangements for delivery, unloading, receiving and storing materials on site during installation. The Agency will not assume responsibility for receiving these materials. The Contracted Supplier or Authorized Dealer shall check with the Agency and make necessary arrangements for security and storage space on site during installation.
12. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the State's satisfaction at the Vendor's sole expense.

**Pile Weight Testing
OPTIONAL**

Pile Weight Testing is a measuring tool to confirm the carpet installed by the Contracted Supplier or Authorized Dealer is the same carpet ordered by the Agency without any deviations.

The Pile Weight Testing is now an option at the discretion of the Ordering Agency. When the cost of the carpet is **\$10,000.00 or greater per one product (one style/color) and not a cumulative of several different styles/colors**, the Ordering Agency may request a pile weight testing from the Contracted Supplier or Authorized Dealer per the following instructions.

After the Agency issues purchase order with the Pile Weight Testing request to the Contracted Supplier or Authorized Dealer, a sampling of the carpet to be installed is to be provided by the Contracted Supplier or Authorized Dealer at no charge to the following testing lab below and not to **P&C**. The sample is to be 18" x the full width of the roll goods or in the case of carpet tiles, three (3) squares are required, in accordance with the requirements of ASTM Method D418.

CARPET SAMPLE TO BE SENT TO:
Commercial Testing Company
Donna Babb
P. O. Box 985
Dalton, GA 30722-0985
Telephone (706)278-3935
706 278-3936 (fax)
www.commercialtesting.com

Commercial Testing Company shall forward a copy of the lab test results to the Issuing Agency and to the Contracted Supplier or Authorized Dealer simultaneously. The lab test report may take up to three (3) weeks to be completed. The Agency should plan accordingly.

All costs for such testing are to be the responsibility of the Vendor or dealer/installer. If the pile yarn face weight is below the tolerance allowed herein, a deduction proportional to the shortage in pile weight will be made from the invoice net amount for the carpet. That is, if the pile yarn face weight is 6% under the nominal value specified in the manufacturer's current sample book, then an amount of 6% of the bid price of the carpet itself (not including installation and taxes) will be deducted by the Vendor from the amount due on the invoice. If the shortage in pile weight is 10% or greater, the Vendor may be required at the END USER'S DISCRETION

option to reinstall new carpet which meets all requirements, free of any additional charge or impose liquidated damages.

The carpet shall be tested for compliance with the required pile weight at the above testing facility. All costs for such testing are to be the responsibility of the Contracted Supplier or Authorized Dealer.

1. the Contracted Supplier or Authorized Dealer shall coordinate installation with the Agency.
2. the Contracted Supplier or Authorized Dealer notifies Agency that carpet has been installed, requests quality assurance inspection, and submits the invoice to Agency
3. Agency conducts quality assurance inspection of installed material.
4. If quality assurance inspection determines corrections are required, Vendor makes corrections to the installation.
5. Once Agency determines quality assurance inspection has passed, Agency shall notate the electronic purchase order (if applicable) that the installation has passed the quality assurance inspection.

If the pile weight lab test report is favorable and installation and quality assurance inspection is complete:

1. Agency shall release payment.

If pile weight lab test report is favorable and Vendor is not performing the installation:

1. Agency shall release payment.

If pile weight lab report is not favorable and installation and quality assurance inspection is complete:

1. Project goes on hold until pile weight issues can be resolved per Liquidated Damages below.
2. Once pile weight issues are resolved, proceed to the applicable process above.

Liquidated damages. The parties agree that the amount of actual damages for delivery of noncompliant carpet with relatively small variations in the required pile weight specification is extremely difficult if not impossible to measure accurately. Thus, the parties agree that the following measurement of liquidated damages is reasonable and shall be assessed (for carpet in which testing demonstrates as weighing less than the permitted weight tolerance) and calculated as follows: If the pile yarn face weight of the sample as tested is below the minimum weight tolerance allowed in the relevant specification (i.e., 6%), a deduction proportional to the shortage in pile weight will be made from the invoiced net amount for the carpet. That is, if the variance in the pile yarn face weight is greater than 6% under the nominal value specified in the manufacturer's current sample book, then an amount equal to that percentage of the contract price of the carpet itself (not including installation and taxes) shall be deducted by the Vendor from the amount due on the invoice as liquidated damages and not as a penalty. Notwithstanding such liquidated damages provision, however, if the tested variance in pile yarn face weight is 10% or greater below the nominal value, the purchasing State Agency may elect in its absolute discretion to reject the carpet as nonconforming, and the Vendor shall thereupon

reinstall new carpet that meets all requirements, free of any additional cost or charge. End users are encouraged to request a copy of the lab report by contacting Purchase & Contract.

Example of Liquidated Damage Calculation-based on the Testing Report:

Designated weight (26 oz.) minus Average Pile Yarn Weight (23.7) = 2.3 oz. (with a total price for the carpet of \$5,000)

2.3 oz. divided by designated weight (26 oz.) = .08846 or 8.85%, so the amount of 2.85% times the total carpet price will be deducted as liquidated damages from the total cost of the carpet only.

2.85% x \$5,000.00 = \$142.40 liquidated damages. \$5,000.00 - \$142.50 = \$4,857.50 final invoiced carpet cost

As of September 15, 2017, current prices for Pile Weight Testing is \$145.00/sample for plain backing and \$200.00/sample for special backing. These prices are subject to change without notice. Failure for a Vendor to pay invoices for testing performed shall constitute a material breach of this contract.

Warranty	Manufacturer's standard product warranty shall apply.
Taxes	Prices do not include North Carolina sales or use tax.
Loaded into E-Procurement	Yes. Ordering instruction catalogs are loaded in E-Procurement .
E-Procurement Help Desk	(888) 211-7440
Contract Administrator	Bahaa Jizi – (919) 807-4520
Contract Addenda	11/21/2017: Mannington Mills DBA Mannington Commercial Contract Addition
	12/4/2017: Milliken & Company Contract Addition
	3/1/2018: Mohawk Carpet Distribution, Inc. Carpet Pricing Update
	3/5/2018: Mohawk Carpet Distribution, Inc. Installation Cost Schedule Update
	3/7/2018: Mannington Mills DBA Mannington Commercial Labor Pricing Update
	3/19/2018: Interface Americas Inc. & Tandus Centiva US LLC Dealer Listing Update
	4/5/2018: Mannington Mills DBA Mannington Commercial Authorized Installation Dealers Added
	7/05/2018: Contract Administrator change to Bahaa Jizi
	7/30/2018: Revised Pile Weight Testing Requirement
	11/20/2018: Contact updated for Interface Americas Inc.
	5/2/2019: Mannington Pricing Update
	7/11/2019: Mohawk Pricing Update