



## **SUPPLEMENTAL INSTRUCTIONS AND SPECIFICATIONS FOR RFB B2017000006**

### **Flooring**

The City of Albuquerque (“the City”) Purchasing Division is requesting offers for the following goods and/or services in accordance with the enclosed specifications:

Request #: B2017000006

Title: Flooring

Closing Date: 09/14/2016 at 5:00 pm (MST)

### **Supplemental Instructions**

- 1. Purpose:** The purpose of this Request for Bid (RFB) is to solicit offers for Flooring On-Call Services to be used by various departments.
- 2. Amounts:** Services will be ordered on an as needed basis in accordance with the specifications below.
- 3. Ability:** Offerors must be adequately equipped, supplied and staffed to promptly and efficiently deliver and dispense all services upon which bids are submitted.
- 4. Pre-Bid Conference:** A Non-Mandatory Pre Bid Conference will be held on 08/22/2016 at 1:30 PM (MST) at the City Purchasing Division Conference Room located at 1 Civic Plaza NW, Albuquerque, NM 87102 7<sup>th</sup> floor, Room 7033. The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and hard copies of such questions shall be submitted to the Purchasing representative the day of the conference.
- 5. Award:** The City intends establishing a pool of vendors capable of providing services in accordance with the specifications contained herein.
- 6. Term:** The term of the contract awarded as a result of this RFB shall be for two (2) years with three (3) additional one (1) year extensions available upon mutual written agreement of both parties.
- 7. Insurance:**
  - a. General Conditions:** The City will require the successful Offeror, referred to as the Contractor in this Section, to procure and maintain at its expense during the term of

the contract resulting from the RFB, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the contractor under the contract. Upon execution of the contract and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City as well as the rider or endorsement showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided.

**b. Approval of Insurance:** Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFB until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

**c. Coverage Required:** The kinds and amounts of insurance required are as follows:

**i. Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance shall be written on an occurrence basis and must include coverage for all operations the Contractor performs for the City. The policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFB. A severability of interest provision must apply for all additional insureds, ensuring that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability.

**ii. Workers' Compensation Insurance.** Workers' compensation

insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"), with Employer's Liability coverage of not less than \$1,000,000 per accident or disease for all covered losses. If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFB.

- iii. **Business Automobile Insurance.** With coverage as broad as Insurance Services Office Business Auto Coverage Form CA 00 01 including owned, non-owned, and hired autos. Limits shall be no less than \$1,000,000 per accident combined single limit.
  
- d. **Additional Insured Status.** With the exception of Worker's Compensation insurance, the City, its officials, employees and volunteers shall be endorsed as an additional insured. All coverage afforded shall be primary and non-contributory with respect to operations provided, and shall be evidenced by way of an endorsement.
  
- e. **Minimum Requirements.** The limits of insurance as described above shall be considered as minimum requirements. No representation is made that the minimum insurance requirements set forth herein are sufficient to cover the obligations of the Contractor under the contract awarded under this RFB. Should any coverage carried by the Contractor, or a subcontractor of any tier, maintain insurance with limits of liability that exceed the required limits, those higher limits shall be deemed to apply for the benefit of any person or organization included as an additional Insured and those limits shall become the required minimum limits of insurance in all Paragraphs and Sections of the contract awarded under this RFB.
  
- f. **Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

A current certificate of insurance with the City of Albuquerque listed as an additional insured reflecting these types and amounts will be required prior to award.

5. **Pay Equity Documentation:** All Bids shall include a Pay Equity Reporting Form which can be accessed at <http://www.cabq.gov/womens-pay-equity-task-force-instructions/albuquerque-pay-equity-initiative-instructions> or in the Solicitation Instructions. Offerors who believe they are exempt because they are an out-of-state contractor that has no facilities and no employees working in New Mexico are not required to report data, but must check the box verifying their status on the Pay Equity Reporting Form. Any Bid that does not include a Pay Equity Reporting Form shall be deemed nonresponsive. Offerors must be adequately equipped, supplied and staffed to promptly and efficiently deliver and dispense all services upon which bids are submitted.

6. **Required Documentation:** Please see the “Document Checklist” located at the end of this document for the required documentation which must be submitted with your offer. All documentation must be submitted through the City’s eProcurement website. Documents submitted in any other fashion will not be accepted.

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### **Specifications:**

Normal on-call Flooring services shall be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. However, from time to time the City may request after-hour services for work completed between the hours of 5:00 p.m. and 6:59 a.m. Monday through Friday, weekend services for work completed Saturdays and Sundays and Holiday services for work completed between the hours of 12:01 a.m. and 6:59 a.m. the following non-holiday day. Service requests must be approved prior to commencement of work by an authorized representative of the Department or Division requesting service. All service requests for work in Department of Municipal Development (DMD) maintained facilities must be approved by the Facilities Official or his designee prior to commencement of work. All service requests for work in Aviation maintained facilities must be approved by the Aviation Facilities Manager or his designee prior to commencement of work. All service requests for work in support of the Department of Senior Affairs must be approved by a Department of Senior Affairs subject matter expert.

### **Service Categories:**

Service provided under the contract(s) awarded as a result of this RFB include but are not limited to the following:

- Purchase and installation of new flooring
- Installation of trim/molding
- Removal of existing flooring
- Removal of tile/epoxy
- Patching of flooring/subfloor
- Preparation of subfloors
- Disposal of flooring/subflooring removed

**General Terms and Conditions.** The following general terms and conditions shall apply to all service categories cited above:

Successful Offeror shall be a contractor certified by the State of New Mexico and able to perform Flooring services for various City departments, during normal work hours and non-standard work hours.

The successful Offeror(s) are required to adhere to all State, local, and Federal rules, licensing requirements, regulations and codes in the performance of services under the contract(s) awarded as a result of this RFB.

**Wage rates:** Wages to be paid by the successful Offeror(s)' employees will be subject to minimum wage rate determinations by the State of New Mexico Department of Labor and any Federal wage rate determination that may be applicable. These determinations will be requested by project and shall become part of the contract by reference and must be posted, per requirements, in a conspicuous place at the job site.

**State of New Mexico Wage Rates:** A wage rate decisions is required by the Public Works

Minimum Wage Act for construction, demolition, or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more funded in part by state or local funding.

**Federal Wage Rates:** A wage rate decision is required by the Davis-Bacon Act for construction, demolition or renovation purposes on projects costing two thousand dollars (\$2,000) or more funded in part by any Federal agency/department.

Successful Offeror shall be responsible for obtaining any licenses and/or permits required to legally perform the services. Documentation of licensure and qualifications shall be submitted with your bid and upon request by City Purchasing after the contract award.

The successful Offeror shall furnish all labor and materials necessary for repair or modification to existing Flooring systems or to install new Flooring equipment as requested by the City unless otherwise noted by the City.

Labor prices shall remain firm during the first term of the contract(s). Thereafter, the City of Albuquerque, in consultation with the successful Offeror, may determine if conditions exist for any price escalation. Determinations shall be completed after review of all factors including but not limited to current material supply markets, review of wage rate determinations and any other factor determined relevant by the City.

**Projects below \$2,500.00:** Projects estimated below \$2,500 may be chosen from any of the vendors in the pool after approved by the DMD Facilities Official or a facilities subject matter expert from the Departments of Aviation or Senior Affairs as applicable. Upon review of requested quotes, the city will issue a Contract Release Order (CRO) to the successful Offeror whose total is most advantageous to the City. Factors for consideration include but are not limited to: price, estimated time for completion, and current successful Offeror work load. Once approved by the user agency, the successful Offeror shall receive a CRO and will perform the needed work or repairs. All work shall be provided in a professional workmanlike manner in accordance with all federal, state and local codes.

**Projects above \$2,500.00 and below \$25,000.00:** Projects above \$2,500.00 and below \$25,000.00 require a request for cost estimate solicitation to be sent to the vendor pool established by this RFB. Prior to issuing an RFCE, the department must obtain written approval from the DMD Facilities Official or a facilities subject matter expert from the Departments of Aviation or Senior affairs as applicable. Upon review of requested quotes, the City will issue a Contract Release Order (CRO) to the successful Offeror whose total is most advantageous to the City including the application of any applicable preferences. Factors for consideration include but are not limited to: price, estimated time for completion, and current successful Offeror work load. Once approved by the user agency, the successful Offeror shall receive a CRO and will perform the needed work or repairs. All work shall be provided in a professional workmanlike manner in accordance with all federal, state and local codes.

**Projects above \$25,000.00:** Projects estimated over \$25,000.00 require a RFCE solicitation be issued to the vendor pool established by this RFB at the time the project service is required. Prior to issuing a RFCE, the Department must obtain written approval

from the DMD Facilities Official or an Aviation Department / Senior Affairs Department Facilities subject matter expert as appropriate.

If a project is over \$25,000.00, it must be processed through the City Purchasing Division. The City Departments will be responsible for submitting a complete requisition, DMD Facilities Official or Departments of Aviation / Senior Affairs facilities subject matter expert approval of the project (as applicable), the RFCE solicitation, all offers received, and an abstract which has recorded all offers received and pricing. Upon receipt, the City Purchasing Division will request an original performance bond and an original labor and material / payments bond from the vendor awarded by the RFCE. All bonds provided by the vendor must utilize an approved City of Albuquerque Purchasing Division Bond template. These templates are available in the Appendices of this RFB. If the project is over \$60,000.00 a State of New Mexico wage rate determination will be requested by the Purchasing Division.

The City does not guaranty any work as a result of any award for the services. Contract can be used by various city departments on a project by project basis. This service contract will not supersede any Flooring On-Call Service contracts presently in force at various city departments.

**Cost Estimates:** In order for the City to ensure compliance with awarded contracts, all cost estimates provided by awarded vendors must be itemized in such a fashion to show hourly labor costs, line item material costs (both retail price and discounted price), miscellaneous expenses, bonds, gross receipts tax, and total estimated cost. Clarification may be requested by the City if cost estimates submitted by awarded vendors are not entirely clear.

**Additional Specifications:**

Successful Offeror(s) shall provide all equipment, labor, and material necessary to perform the required service, unless stipulated by the requesting Department. Upon request of the City, Successful Offeror(s) shall remove from the performance of the services hereunder any of its employees who, in the City's judgment, has not conducted himself properly or is not qualified to perform the work. Successful Offeror shall furnish only those materials and/or services requested by the City. Any additional materials services deemed necessary by the successful Offeror shall be documented and submitted to the requesting Department for approval. The City shall not be liable for materials or a service other than those approved in advance or actually required to stabilize an emergency situation

Successful Offeror shall remove all rubbish, waste and discarded material on a daily basis.

The City shall provide a source for electricity and water as required for the work to be performed.

All Successful Offeror's employees and agents must wear identification badges at all times while on the City's premises.

The successful Offeror shall be fully responsible for the work performed. Any services provided by the successful Offeror shall be warranted against defects for one year. Any materials and supplies provided by the successful Offeror shall be warranted for a minimum of one (1) year or the manufacturer's warranty whichever is longer. Warranty shall cover replacement of items plus required labor when such is necessary due to defects in material and/or workmanship at no additional cost.

In addition, the successful Offeror shall be responsible for any safety barricading that shall be needed to reduce the risk of safety hazards during the time work is performed on behalf of the City.

**Federal Funding:** Please see the document titled "B2017000006 FEDERAL REQUIREMENTS" attached in the eProcurement System for provisions that may apply to projects that will include the use of federal funding.

**Inspection and Final Acceptance:** All work is subject to inspection by the City during progress and after completion. If any work is not satisfactorily performed or otherwise not in conformity with the requirements of this Contract, the City shall have the right to require its correction or to require replacement, at Successful Offeror's expense. If the work performed is of such a nature that the defect cannot be corrected by re-performance of the services, the City shall have the right to require the Successful Offeror to immediately take all steps necessary to ensure future performance of the services in conformity with the requirements of this Contract and reduce the price to reflect the reduced value of the services performed. Final acceptance or rejection of the work shall be made by the City as promptly as practicable after completion.

**Invoicing and Payments:** Successful Offeror shall submit original invoices to the City of Albuquerque Accounts Payable Division delineating all charges upon completion of the Contract Release Order (CRO). Payment for services and materials will be contingent upon final inspection and acceptance by the requesting Department/Division.

All invoices shall include, at a minimum, the following documentation:

- Contract Release Order (CRO)/Purchase Order Release (POR)
- Authorizing City Department/Division
- Service Date/Time
- Hourly Rate
- Work Sheet/Job Ticket No.
- Description of Services in accordance with the line detail on the PO or CRO/POR
- Itemized breakdown of material used.
- Verification of cost of Material
- Discount on material per contract
- Total Amount
- Lien Releases relating to all services and material provided.

Charges for material must be separately itemized to include the trade list and discounted percentage. Upon request by the City, the successful Offeror(s) shall submit



payroll registers for any work order or project issued by the City.

Successful Offeror(s) shall provide all necessary material invoices with a description of item purchased, catalog number, cost and shall include signature of authorized successful Offeror representative. Included with the invoice will be the written notification as to the nature of the work requested, work performed, identification of the requesting department, and CRO number.

**Independent Contractor:** The successful Offeror(s) will at no time be considered as an employee of the City for any purpose whatsoever. The successful Offeror is considered as an independent contractor at all times in the performance of the services. The successful Offeror further agrees that it is not entitled to any benefits from the City under provisions of the Workers' Compensation Act of the State of New Mexico or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

#### Subcontractors

- The successful Offeror(s) may sub-contract minor portions to qualified and licensed subcontractors.
- The City must be notified of and must approve the proposed sub-contractor in writing prior to issuance of a CRO/Procurement Contract for a specific project.
- The successful Offeror(s) may submit itemized Invoices for payment of approved sub-contractor at cost or discount thereof. No mark-ups allowed.
- The successful Offeror(s) shall be fully responsible for work and payment of the subcontractor to the full extent of the requirements of the contract.
- A Certificate of Insurance explicitly listing the City as an additional insured with the policy types and limits indicated above will be required prior to issuance of a CRO/Procurement Contract for a specific project.

The City reserves the right to utilize its own employees for the performance of various Flooring related services.

City of Albuquerque  
Request for Bid

**B2017000006**  
**Flooring**

Document Checklist

Required of ALL Offerors:

- \_\_\_\_\_ State of New Mexico Contractor's License
- \_\_\_\_\_ Pay Equity Form PE10-249
- \_\_\_\_\_ Pricing Entered into the eProcurement System
- \_\_\_\_\_ Certification on Restrictions on Lobbying
- \_\_\_\_\_ Certification Regarding Debarment, Suspension, and Responsibility Matters – Primary Covered Transactions
- \_\_\_\_\_ Buy America Certification

Responses submitted without any of these documents shall be deemed non-responsive.

Optional:

- \_\_\_\_\_ Local and Small Business Affidavit of Eligibility
- \_\_\_\_\_ State of NM Resident Business/Resident Veteran Business Certificate and Certification (Below)
- \_\_\_\_\_ State of NM Resident Contractor/Resident Veteran Contractor Certificate and Certification (Below)
- \_\_\_\_\_ Pay Equity Certificate issued by the City of Albuquerque Office of Human Rights

Appendix A – Bond Templates  
***Performance Bond***

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT** \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter called the Contractor, and \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the City, in the amount of \_\_\_\_\_ for the payment whereof the Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor shall by written agreement enter into a contract with the City described as follows: \_\_\_\_\_, which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

**NOW, THEREFORE**, the condition of this obligation is such that, if the Contractor shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the City from showing the true character and quality of materials furnished or services rendered or from recovering from the Contractor or Surety such damages as the City may sustain by reason of deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the City to be, in default under the Contract, the City having performed its obligations thereunder; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain quotes, bids or Bids for submission to the City for completing the Contract in accordance with its terms and conditions and, upon determination by the City and Surety of the responsive and responsible Offeror, arrange for a contract between such Offeror and the City and make available as the work progresses (even though there should be default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the City to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the City named herein or its successors or assigns.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**  
\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Contractor**  
By: \_\_\_\_\_

**ATTEST:**  
\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Surety**  
By: \_\_\_\_\_

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Labor and Material Payment Bond**

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_  
\_\_\_\_\_ as Principal,  
hereinafter called the Contractor, and \_\_\_\_\_  
\_\_\_\_\_, a corporation duly  
organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ and authorized to do business in the State of New Mexico, as Surety,  
hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New  
Mexico, as Obligee, hereinafter called the City, in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the  
payment whereof the Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Bid in response to RFB \_\_\_\_\_,  
entitled \_\_\_\_\_, and shall by written agreement enter into a contract  
with the City described as follows: \_\_\_\_\_  
\_\_\_\_\_. which contract shall by  
reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor  
shall pay as they become due, all just claims for labor performed and materials and  
supplies furnished upon or for the work under said Contract, whether said labor be  
performed and materials and supplies be furnished under the original Contract or any  
contract thereunder, then this obligation shall be null and void; otherwise it shall remain  
in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the City and the parties to whom  
Sections 13-4-18 through 13-4-20 NMSA 1978, as amended, grant such right; and any such  
right shall be exercised only in accordance with the provisions and limitations of said  
statutes.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Contractor \_\_\_\_\_

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

Surety

ATTEST: \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing  
address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Bond is issued simultaneously with the Performance Bond in favor of the City for the faithful  
performance of the Contract.

**CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify on  
behalf of (Name and title of Official)

\_\_\_\_\_ that;

(Name of Firm)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

For purposes of this Certification, the Agreement shall be considered a federal contract. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

By:

\_\_\_\_\_  
(Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

The \_\_\_\_\_, certifies to the best of its knowledge and  
(Contractor)

belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this contract been convicted or had a civil judgment against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

THE CONTRACTOR, \_\_\_\_\_ CERTIFIES OR  
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE  
STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT  
THE PROVISIONS OF 31 U.S.C. sub-section 3801 ET SEQ. ARE APPLICABLE THERETO.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_ (Signature of authorized official)

\_\_\_\_\_  
(Title of authorized official)

**BUY AMERICA CERTIFICATION**

Certification requirement for procurement of steel, iron, or manufactured products. Certificate of Compliance with 49 U.S.C. 5323(j)(1)The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_



Appendix B  
Line Item Summary

This Appendix is for information purposes only. All pricing shall be entered into the eProcurement system.

Line	Description
1	LABOR – TILE REMOVAL – Regular Hours, Price Per Square Foot
2	LABOR – TILE REMOVAL – After Hours/Weekends/Holidays, Price Per Square Foot
3	LABOR – TILE EPOXY REMOVAL – Regular Hours, Price Per Square Foot
4	LABOR – TILE EPOXY REMOVAL – After Hours/Weekends/Holidays, Price Per Square Foot
5	LABOR – SUBFLOOR LEVEL/PATCH/Preparation – Regular Hours, Price Per Hour
6	LABOR – SUBFLOOR LEVEL/PATCH/ Preparation – After Hours/Weekends/Holidays, Price Per Hour
7	MATERIALS – FLOOR PATCH WITH LATEX (Self-Leveling), Price Per Lb
8	MATERIALS, LABOR & INSTALLATION – THIN SET TILE (Excluding Tile) – Regular Hours, Price Per Square Foot
9	MATERIALS, LABOR & INSTALLATION – THIN SET TILE (Excluding Tile) – After Hours/Weekends/Holidays, Price Per Square Foot
10	LABOR & MATERIALS – LAYING TILE, SANDED GROUTING – Regular Hours, Price Per Square Foot
11	LABOR & MATERIALS – LAYING TILE, SANDED GROUTING – After Hours/Weekends/Holidays, Price Per Square Foot

12	LABOR & MATERIALS - LAYING TILE, EPOXY GROUTING - Regular Hours, Price Per Square Foot
13	LABOR & MATERIALS - LAYING TILE, EPOXY GROUTING - After Hours/Weekends/Holidays, Price Per Square Foot
14	LABOR & MATERIALS - ADDITIONAL CHARGE FOR 16"X16" OR 18"x18" LAYING OF TILE - Regular Hours, Price Per Square Foot
15	LABOR & MATERIALS - ADDITIONAL CHARGE FOR 16"X16" OR 18"x18" LAYING OF TILE - After Hours/Weekends/Holidays, Price Per Square Foot
16	LABOR & MATERIALS - SEAL GROUT - Regular Hours, Price Per Square Foot
17	LABOR & MATERIALS - SEAL GROUT - After Hours/Weekends/Holidays, Price Per Square Foot
18	LABOR & MATERIALS - INSTALL CRACK ISOLATION MEMBRANE - Regular Hours, Price Per Linear Foot
19	LABOR & MATERIALS - INSTALL CRACK ISOLATION MEMBRANE - After Hours/Weekends/Holidays, Price Per Linear Foot
20	LABOR & MATERIALS - INSTALL WATERPROOF MEMBRANE - Regular Hours, Price Per Square Foot
21	LABOR & MATERIALS - INSTALL WATERPROOF MEMBRANE - After Hours/Weekends/Holidays, Price Per Square Foot
22	LABOR - INSTALL SEALANT OVER GYPCRETE - Regular Hours, Price Per Square Foot
23	LABOR - INSTALL SEALANT OVER GYPCRETE - After Hours/Weekends/Holidays, Price Per Square Foot
24	MATERIALS - SEALANT FOR GYPCRETE, Price Per Gal

25	MATERIALS, LABOR & INSTALLATION – INSTALL BULLNOSE TRIM – Regular Hours, Price Per Linear Foot (Excludes Trim)
26	MATERIALS, LABOR & INSTALLATION – INSTALL BULLNOSE TRIM – After Hours/Weekends/Holidays, Price Per Linear Foot (Excludes Trim)
27	LABOR – CARPET/SHEET VINYL REMOVAL – Regular Hours, Price Per Square Yard
28	LABOR – CARPET/SHEET VINYL REMOVAL – After Hours/Weekends/Holidays, Price Per Square Yard
29	MATERIALS – ¼" Thick Plywood Underlayment – Price Per Square Foot
30	MATERIALS – ¼" Thick Cementitious Board – Price Per Square Foot
31	LABOR – CARPET INSTALLATION – Regular Hours, Price Per Square Yard
32	LABOR – CARPET INSTALLATION – After Hours/Weekends/Holidays, Price Per Square Yard
33	MATERIALS – PRESSURE SENSITIVE ADHESIVE – Price Per Four (4) Gallon Pail
34	LABOR & MATERIALS – VCT/LVT REMOVAL – Regular Hours, Price Per Square Foot
35	LABOR & MATERIALS – VCT/LVT REMOVAL – After Hours/Weekends/Holidays, Price Per Square Foot
36	MATERIALS, LABOR & INSTALLATION – VCT INSTALLATION (Excluding Tile) – Regular Hours, Price Per Square Foot
37	MATERIALS, LABOR & INSTALLATION – VCT INSTALLATION (Excluding Tile) – After Hours/Weekends/Holidays, Price Per Square Foot

38	LABOR & MATERIALS – SHEET VINYL HEAT WELDING – Regular Hours, Price Per Linear Foot
39	LABOR & MATERIALS – SHEET VINYL HEAT WELDING – After Hours/Weekends/Holidays, Price Per Linear Foot
40	MATERIALS – VCT ADHESIVE – Price Per Gallon
41	MATERIALS – LATEX ADDITIVE – Price Per Gallon
42	LABOR – COVE BASE REMOVAL – Regular Hours, Price Per Linear Foot
43	LABOR – COVE BASE REMOVAL – After Hours/Weekends/Holidays, Price Per Linear Foot
44	MATERIALS & INSTALLATION – 6" x 1/8" VINYL COVE BASE W/TOE INSTALLATION – Regular Hours, Price Per Linear Foot (Excludes Trim)
45	MATERIALS & INSTALLATION – 6" x 1/8" VINYL COVE BASE W/TOE INSTALLATION – After Hours/Weekends/Holidays, Price Per Linear Foot (Excludes Trim)
46	MATERIALS & INSTALLATION – 4" x 1/8" VINYL COVE BASE W/TOE INSTALLATION/VINYL TRANSITION STRIP INSTALLATION – Regular Hours, Price Per Linear Foot (Excludes Trim)
47	MATERIALS & INSTALLATION – 4" x 1/8" VINYL COVE BASE W/TOE INSTALLATION/VINYL TRANSITION STRIP INSTALLATION – After Hours/Weekends/Holidays, Price Per Linear Foot (Excludes Trim)
48	MATERIALS & LABOR HOMOGENOUS/HEAVY LOAD, HIGH PERFORMANCE/EPOXY/HIGH MOISTURE FOR SHEET VINYL, VCT AND LVT (Excludes Vinyl Flooring) – Regular Hours, Price Per Square Yard
49	MATERIALS & LABOR HOMOGENOUS/HEAVY LOAD, HIGH PERFORMANCE/EPOXY/HIGH MOISTURE FOR SHEET VINYL, VCT AND LVT (Excludes Vinyl Flooring) – After Hours/Weekends/Holidays, Price Per Square Yard
50	MATERIALS, LABOR & INSTALLATION – HEAVY DUTY RUBBER FLOORING (Excluding Rubber Flooring) – Regular Hours, Price Per Square Foot

51	MATERIALS, LABOR & INSTALLATION – HEAVY DUTY RUBBER FLOORING (Excluding Rubber Flooring) – After Hours/Weekends/Holidays, Price Per Square Foot
52	FURNITURE LIFTING AND/OR DISASSEMBLY & ASSEMBLY OF SYSTEMS FURNITURE (INCLUDES LABOR & SPECIALIZED EQUIPMENT) – Price Per Hour
53	FREE STANDING FURNITURE & BOX MOVING (INCLUDES LABOR & MOVING EQUIPMENT) – Price Per Hour
54	MATERIALS & LABOR – TILE AND GROUT RESTORATION (Utilizing Saniglze or approved equal)– Regular Hours, Price Per Square Foot
55	MATERIALS & LABOR – TILE AND GROUT RESTORATION (Utilizing Saniglze or approved equal) – After Hours/Weekends/Holidays, Price Per Square Foot
56	Discount off the retail price off Tile/Bull Nose Trim - Based on an order total of \$100.00 – For Example, if a discount of 5% is being offered, bidders should bid a price of \$95.00. Bids of \$100.00 will be taken to mean that NO discount is being offered. Mark-ups are not allowed. Bids including a mark-up will be rejected.
57	Discount off the retail price off Carpet Tile/Roll - Based on an order total of \$100.00 – For Example, if a discount of 5% is being offered, bidders should bid a price of \$95.00. Bids of \$100.00 will be taken to mean that NO discount is being offered. Mark-ups are not allowed. Bids including a mark-up will be rejected.
58	Discount off the retail price off Vinyl Flooring Roll/Tile (VCT/LVT), Vinyl Cove Base/Transition Strip - Based on an order total of \$100.00 – For Example, if a discount of 5% is being offered, bidders should bid a price of \$95.00. Bids of \$100.00 will be taken to mean that NO discount is being offered. Mark-ups are not allowed. Bids including a mark-up will be rejected.
59	Discount off the retail price off Heavy Duty Rubber Flooring (Various Widths) - Based on an order total of \$100.00 – For Example, if a discount of 5% is being offered, bidders should bid a price of \$95.00. Bids of \$100.00 will be taken to mean that NO discount is being offered. Mark-ups are not allowed. Bids including a mark-up will be rejected.