

Quasi-Public
Rhode Island College

SECTION 1 – RIVIP VENDOR INFORMATION

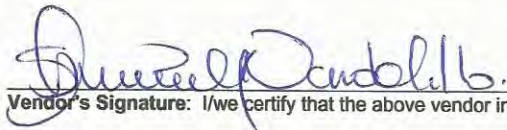
Bid/RFP Number: 44603
Bid/RFP Title: Carpet Installation at Roberts Hall-RIC
Bid Contact Person: Purchasing
Bid Contact Phone: 401-456-8047
Opening Date & Time: 7/10/2017 11:00AM
RIVIP Vendor ID #: 67065
Vendor Name: Authority Flooring, Inc.
Address: 27 Libera Street
Telephone: (401) 316-9306
Fax: (401) 228-6508
E-Mail: authorityflooring@yahoo.com
Contact Person: Shirley Nardolillo
Title: Owner

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.state.ri.us. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

Submission Information

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, (3) that vendor understands and has complied with the requirements set forth.


Vendor's Signature: I/we certify that the above vendor information is correct and complete.

Date 7/6/2017

Shirley Nardolillo - President.
Print Name and Title of company official signing offer

6/21/17



RHODE ISLAND
COLLEGE

PURCHASING DEPARTMENT
600 Mt. Pleasant Avenue, Building #5
Providence, Rhode Island 02908
Phone: 401-456-8047 Fax: 401-456-8528

INVITATION TO BID

SOLICITATION NUMBER: 44603

SOLICITATION TITLE: CARPET INSTALL—Roberts Hall—RIC

BID PROPOSAL SUBMISSION DEADLINE: July 10, 2017 at 11:00 AM

SURETY REQUIRED: NO

BOND REQUIRED: NO

Note to Bidders: Questions concerning this solicitation may be emailed to LDECESARE@ric.edu no later than 6/29/17 @ 2:00 PM (EST). Please reference the Bid # on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.

FEIN:	45-4185715
VENDOR NAME:	Authority Flooring, Inc.
ADDRESS:	27 Liberty Street, Cranston, RI 02920
TELEPHONE:	401-316-9306
FAX:	401-228-6508
CONTACT PERSON:	Steven Nando Lillo
EMAIL:	authorityflooring@yahoo.com
TITLE:	Vice-President

NOTICE TO VENDORS:

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at www.purchasing.ri.gov .

SECTION 2 —DISCLOSURES

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate “Y” (Yes) or “N” (No) for Disclosures 1-4, and if “Yes,” provide details below

N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If “Yes,” provide details below.

N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If “Yes,” provide details below.

N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 – OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the bidder.

Shirley Dandolillo	President	51%
Steven Dandolillo	Vice President	49%

SECTION 4 – CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate Yes (Y) or No (N) and if No, provide details below:

THE BIDDER CERTIFIES THAT:

1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to the solicitation.
2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements any contract awarded pursuant to this solicitations and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
3. The Bidder will maintain all required licenses during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in the Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or Official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party

contingent on the award of a contract pursuant to this solicitation.

- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principles, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws 37-2.5-3 as a person or entity engaging in investment activities in Iran described in 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

Certification details (continue on additional sheet if necessary):

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 7/6/2017

Authority Flooring, Inc.
 Name of Bidder
Shirley Wondolillo
 Signature in ink
Shirley Wondolillo / President
 Printed name and title of person signing on behalf of Bidder

RETURN OF BID INVITATION - Bids must be mailed/delivered to **RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5** in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.

State of Rhode Island
PAYER'S REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

Taxpayer Identification Number (T.I.N.)

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

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Employer ID No. (EIN)

45	4185715
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NAME Anthony Flooring, Inc.

ADDRESS 27 Libera Street

(REMITTANCE ADDRESS, IF DIFFERENT) _____

CITY, STATE AND ZIP CODE Cranston, RI 02920

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions – You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE Shirley Indolito **TITLE** President **DATE** 7/6/17 **TEL NO.** 401-316-9306

BUSINESS DESIGNATION:

Please Check One: Individual Medical Services Corporation Government/Nonprofit Corporation
Partnership Corporation Trust/Estate Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location – attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location – submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION – Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF – Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5
600 Mt. Pleasant Avenue, Providence, RI 02908

Solicitation #: 44603
Solicitation Title: Carpet Install at Roberts Hall
Rhode Island College

BID FORM

To: Rhode Island College
Purchasing Office, Building 5 – East Campus
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder: Authority Flooring, Inc.
Legal name of entity
27 Libera Street, Cranston, RI 02920
Address (street/city/state/zip)
Steven Nando Lillo authorityflooring@yahoo.com
Contact name Contact email
401-316-9306 401-228-6508
Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Allowances, Bonds, and Addenda):

\$ 21,900.00
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)
Twenty one thousand nine hundred and 00/100
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

There are no allowances for this project.

• **Bonds**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #: 44603
Solicitation Title: Carpet Install at Roberts Hall
Rhode Island College

- **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

2. **ALTERNATES** (*Additions/Subtractions to Base Bid Price*)

There are no alternates for this project.

3. **UNIT PRICES**

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include ***all*** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

NONE

4. **CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline detailed in the Scope of Work and summarized below:

- Final completion: August 11, 2017

Solicitation #: 44603
Solicitation Title: Carpet Install at Roberts Hall
Rhode Island College

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State:

\$0 per calendar day

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Solicitation #: 44603
Solicitation Title: Carpet Install at Roberts Hall
Rhode Island College

BIDDER

Date: 7/06/2017

Authority Flooring, Inc.
Name of Bidder

Shirley Dando Lillo
Signature in ink

Shirley Dando Lillo President
Printed name and title of person signing on behalf of Bidder

34503
Bidder's Contractor Registration Number



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

Lincoln D. Chafee
Governor

Charles J. Fogarty
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: *Steven J. Wamblich*
Title: President.



Subscribed and sworn before me this 3 day of July, 2017

[Signature]
Notary Public
My commission expires: 09/06/2020

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711*

RHODE ISLAND COLLEGE
SOLICITATION #44603
CARPET INSTALL—Roberts Hall
SCOPE OF WORK AND SPECIFICATIONS

Project Name and Location

Rhode Island College – Roberts Hall – 600 Mount Pleasant Ave, Providence, RI 02908

Scope of Work

1. Prepare floors and install new carpet tiles and vinyl cove base. Scope of flooring work includes:
 - a. Supply and install carpet tiles in Roberts Hall Rooms shown in attached plan. Carpet shall be Forbo: Flotex, Group: Linear, Pattern: Stratus s242003/t540003 Color: Sisal. Manufacturer's recommended installation and preparation of existing concrete floor shall be followed. Forbo tiles must be installed by a certified Forbo installer and contractor must provide Rhode Island College with a Forbo Flotex standard 20 year warranty.
 - b. Installation of 4" Johnsonite Cove Base. Color to be selected by owner from manufacturer's full range.
 - c. Install new Johnsonite transition strips, color to be chosen by college.
2. Install carpet tile in areas as described below—*Floor Plans Attached*. Carpet to be Forbo: Flotex Carpet Tile, Group: Linear, Pattern: Stratus, Color: Sisal
 - a. In Rooms 306, 307, 308, 309, 310, 311, 312, 314, & 316 of the enclosed plan.
 - b. Floor plans, Square footage and/or measurements provided are for reference purposes only and are not guaranteed to be accurate. Awarded contractor is responsible to take measurements to ensure accuracy.
3. Substantial Completion for Rooms to be within 20 calendar days of PO. Contractor to provide submittals of MSDS & Product Data for Carpets, & Wall Base.
4. Approved Hours of Operation are Monday through Saturday 7am to 7:30pm
 - a. Sunday work must be approved by Rhode Island College Facilities and Operations

Specifications

PART 1 – GENERAL

1.01 SCOPE:

Furnish all labor, material, tools, and equipment necessary to remove existing carpet and cove base and install new carpeting as specified herein. Removal of all debris is the responsibility of the contractor.

1.02 SUBMITTALS:

A. Literature:

1. Manufacturers recommended installation instructions, product warranty information, and safety data sheets.

B. Materials:

1. Furnish additional floor covering for replacement and maintenance
2. Furnish each size, color, and pattern at a rate of (2%) of each color.
 - a. 5% Attic stock must be labeled properly to the corresponding building and delivered to the Physical Plant Warehouse.

1.03 QUALITY ASSURANCE:

- A. Vendor/Contractor must utilize Forbo Certified Installer for this project. A Forbo Mechanic Certificate or Forbo Master Mechanical Certificate will be accepted. Copy of certificate will be required at time of tentative award.
- B. All work shall be neat, trim, straight, and secure and finished in all details; any damage to the existing areas will be repaired at no additional cost to the state.
- C. Provide carpeting material to meet the following performance criteria:
 1. Class 1 when tested in accordance with ASTM E 648/NFPA 253, Standard Test Method for Critical Radiant Flux
 2. Meets 450 or less when tested in accordance with ASTM E 662/ NFPA 258, Standard Test Method for Smoke Density
 3. Passes when tested in accordance to ASTM D 2859, Standard Test Method for Ignition characteristics of Finished Textile Floor Coverings (Pill Test)
 4. FSR-198; SDC—355 when tested in accordance to CAN/ULC S102.2, Standard Test Method for Flame Spread Rating and Smoke Development

1.04 DELIVERY AND STORAGE:

- A. Store materials in accordance with manufacturer's directions and recommendations
- B. Product should be allowed 24 hour acclimation period prior to installation as noted by the manufacturer.

1.05 ENVIRONMENTAL REQUIREMENTS:

- A. Use appropriate methods to prevent the spread of dust and debris to adjacent areas of the building
- B. Furniture placement should be avoided for at least 24 hours following installation

PART 2—PRODUCTS

2.01 MATERIALS:

A. Floors:

1. Product Description: Carpet to be Forbo: Flotex Carpet Tile, Group: Linear, Pattern: Stratus, Color: Sisal, Size: Approx. 20" x 20"
- a. Construction: Flotex flocked textile tile floor covering has 100% nylon type wear layer with an intermediate fiberglass layer and a recycled vinyl cushioned backing.
 - b. Physical Characteristics:
 1. Size-----Approx. 20" x 20" (50cm x 50 cm)
 2. Gauge-----0.21" (5.3 mm)
 3. Packaging----12 tiles (32.3 SF)

B. Cove Base:

1. Johnsonite 4" Cove base. Color to be selected by owner from manufacturer's full range.

2.02 APPLICATION MATERIALS:

- A. Provide type and brands of adhesive as recommended by manufacturer of covering material for the conditions of the installation.

PART 3—EXECUTION

3.01 EXISTING FURNITURE

- A. Moving and protection of existing furniture will be the responsibility Rhode Island College

3.02 INSPECTION OF SURFACES:

- A. Examine substrate for flaws which would impact execution and quality of carpeting as specified.

3.03 PREPERATION:

- A. Prep floor to manufacturer recommendations.

3.04 APPLICATION OF ADHESIVES:

- A. Mix and apply adhesives in accordance with manufacturer's instructions.
- B. Apply adhesive uniformly over surfaces:
 1. Apply adhesive to only that area which can be covered by floor covering material within the recommended working time.
 2. Remove adhesive which dries or films over.
 3. Do not soil walls with adhesive
 4. Promptly remove any spillage.

3.05 INSTALLATION OF CARPETING:

A. General

1. Pattern layout to be determined by RIC prior to installation
2. Carpeting to be installed per manufactures recommendations and specifications, these specifications are provided for your review.

- B. Modular Tiles
 - 1. Tiles shall be installed in a monolithic orientation and butt jointed.
 - 2. Tiles that are trimmed against the walls, columns, etc. must be cut flush, but not too tight where they are forced into position.
 - 3. Check to ensure tiles are properly aligned at edges during installation.
 - 4. Follow all manufacturers recommended methods of installation.

PART—3 COMPLETION

3.01 CLEAN UP:

A. General

- 1. Contractor to remove all waste and to leave areas clean and clear of all excess material
- 2. Attic stock must be labeled properly to the corresponding building and be delivered to Physical Plant receiving

3.02 INSPECTION:

- A. The client will inspect all work prior to the final acceptance and note any deficiencies found so that the contractor can rework them.

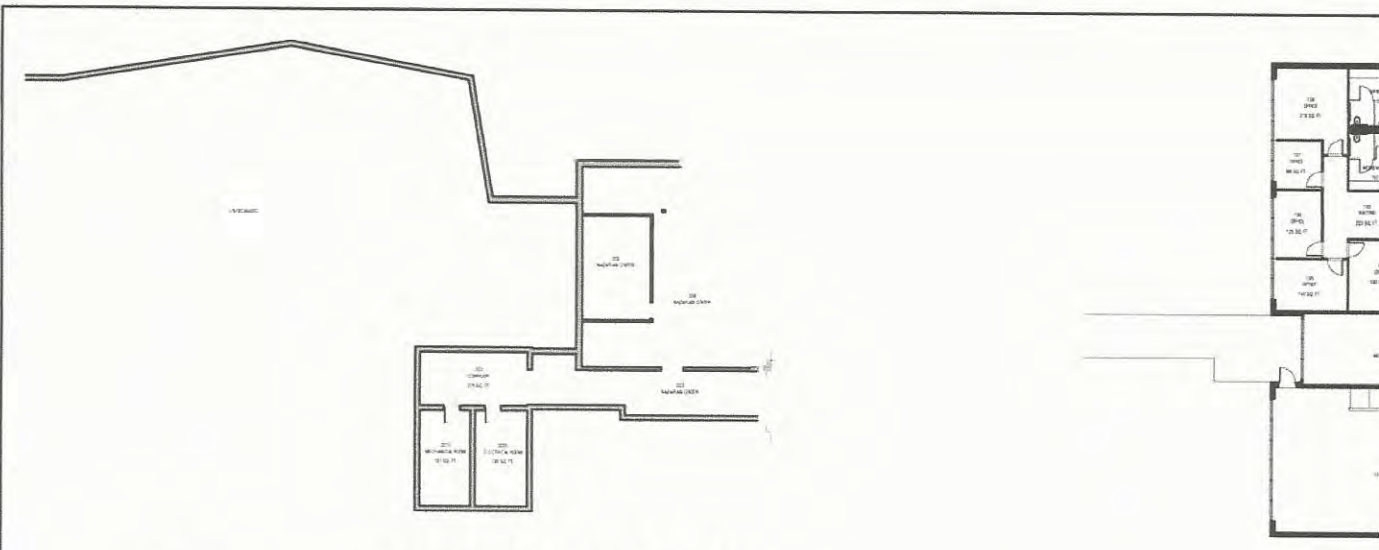
3.03 WARRANTY:

A. CONTRACTOR

- 1. The contractor warrants to the client that all labor performed and materials furnished shall conform to the specifications herein, be of good quality and free of faults and defects, and be in accordance with the applicable code requirements. Contractor warrants that the work shall remain free of defect for a period of at least two (2) years from the date of completion. The contractor hereby warrants its workmanship and materials. If, within the time periods set forth in the warranty, any of the work is found to be defective or not in accordance with the terms, contractor shall promptly correct such work or repair or replace any defective material upon notice.

B. MANUFACTURER

- 1. See attached manufacturer's warranty.



B

BASEMENT FLOOR PLAN

1

FIRST FLOOR PLAN



RHODE ISLAND COLLEGE

600 Mount Pleasant Avenue | Providence, Rhode Island | 02908

5/30/2017 9:45:01 AM F:\Projects\RI College\RLC01IN Roberts Hall Offices Reno\02 Dwgs and Specs\01 Dwgs\01 Arch\RLC01IN_Office Renov.rvt

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**DIVISION OF PURCHASES
INSTRUCTIONS TO BIDDERS
PUBLIC WORKS SERVICES (PWS)**

Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms—and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

Offer to Contract

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation; inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

Prebid Conference

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

Preparation of Bid Proposal

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island College
Purchasing Department, East Campus
600 Mt. Pleasant Avenue, Building #5
Providence, RI 02908

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. ~~The submission time will be determined by the time clock in the Division of Purchases.~~ Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

Bid Price

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

Bidder Certification Cover Form

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disk. The disk must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber_Bid Proposal Submission Deadline_BidderName_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Divestiture of Investments In Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

Reservation of Rights

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

Prevailing Wages

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Occupational Safety

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

Substitutions

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data.—Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

Licenses

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000
Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.

Minority Business Enterprises

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration (State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at www.diversity.ri.gov/eo/eoophagehome.htm or (401) 222-3090.

Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

Sprinkler Impairment

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at www.purchasing.ri.gov.

Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

Binding Contract

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

Forbo Limited Commercial Warranty

Flotex®

A. What Does Forbo Warrant?

Forbo Flooring, Inc. ("Forbo") warrants to the original purchaser ("Purchaser"), or to the original End-User ("End-User") identified in the purchase agreement under which the flooring materials were purchased, if the conditions stated in Section C below are met, that:

- (a) Flotex® and the recommended Forbo adhesive will perform in accordance with the version of Forbo's published Technical Data Sheets in effect on the date of original purchase and
- (b) Flotex® and the recommended Forbo adhesive will be free from manufacturing defects, including but not limited to, static, edge ravel, delamination or wear layer zippering (wet or dry).

B. How Long Does the Warranty Coverage Last?

This limited warranty extends for twenty (20) years to the original Purchaser or End-User from the original purchase date from Forbo. For applications where Forbo Sustain 1195 adhesive is used and the in-situ relative humidity levels exceed 90%, the adhesive warranty shall be limited to fifteen (15) years from the original purchase date from Forbo.

C. In Order For The Warranty Coverage To Apply:

1. the substrate on which the material will be installed must be prepared in accordance with the ASTM industry recommendations and Forbo's published Installation Guide in effect on the date of original purchase,
2. the material must be installed in accordance with Forbo's published Installation Guide in effect on the date of original purchase and must be installed by a certified Forbo Installer in good standing, using the recommended Forbo adhesive, and
3. the material must be maintained and cared for in accordance with Forbo's published Care Guidelines in effect on the date of original purchase.

D. What Will Forbo Do If The Conditions For Warranty Coverage Are NOT Met?

If all conditions for warranty coverage are not met, Forbo will only warrant the material to be free of manufacturing defects for ten (10) years.

E. What Should You Do If You Believe Forbo Flooring Products Have Failed To Conform With The Warranty?

1. As soon as possible after you discover a problem, but in any case no later than thirty (30) days after you discover a problem, and before any action is taken to change the condition of the affected floors, send your warranty claim to Forbo via Federal Express, UPS, or U.S. mail, with tracking and delivery confirmation, or via email and confirming telephone call, addressed as follows:

Forbo Flooring, Inc.

Attn: Product Support & Education Services / WARRANTY CLAIM
18 Maplewood Drive
Hazleton, Pennsylvania 18202
technical.na@forbo.com
570-459-0771

2. The claim should include all of the following:
 - (a) your name and address, and both email and telephone contact information that Forbo can use to contact you about your claim,
 - (b) the location at which the floors were installed, the name of the company that sold you the flooring, the name of the installer, the date of installation, and the size of the installation,
 - (c) documentation of all pre-installation test results including but not limited to in-situ relative humidity testing, calcium chloride testing, pH testing, adhesive mat bond testing, and substrate porosity testing,
 - (d) photographs you have taken of the conditions, if any,
 - (e) the date on which you discovered the damage, and
 - (f) a reasonable description of the type, extent, and location of the damage.

F. What Will Forbo Do In Response To A Warranty Claim?

1. Forbo will contact you to confirm receipt of your claim and schedule a time for its representative to inspect and document the claimed warranty defect, and to perform testing if Forbo decides that testing is necessary to determine whether the conditions in Section C have been met and whether a warranty defect has occurred. It is a condition of Forbo's duty to remedy a warranty defect that you promptly permit Forbo to carry out an inspection and perform the testing that Forbo determines is appropriate.
2. If Forbo confirms that a warranty defect has occurred, that the warranty claim was submitted within one (1) year after the original purchase date, and that the defect was not discovered or reasonably discoverable by visual inspection before the flooring was installed, Forbo will, at its option, either:
 - (a) deliver to the Purchaser/End-User, free of charge, flooring material of the same kind as was originally purchased, or of a similar kind and quality to allow for replacement of the defective originally purchased flooring material, and reimburse the Purchaser/End-User for the reasonably documented costs of installing the replacement flooring material (but not the cost of removing or disposing of the defective flooring material) or
 - (b) refund the original purchase price paid to Forbo for the flooring products and materials.

Forbo Limited Commercial Warranty Flotex®

3. If Forbo confirms that a warranty defect has occurred, but the conditions in Section F.2 are not met, Forbo will, at its option, either:
 - (a) deliver to the Purchaser/End-User, free of charge, flooring material of the same kind as was originally purchased, or of a similar kind and quality to allow for replacement of the defective originally purchased flooring material at the Purchaser's/End-User's own cost or
 - (b) refund the original purchase price paid to Forbo for the flooring products and materials.

G. What Does This Warranty **NOT** Cover?

1. This Limited Warranty does NOT cover material which has been subjected to misuse, neglect, accident, abuse, undue or excessive wear or conditions of use other than those defined as normal. The Forbo Technical Data Sheet and Forbo Product Application Chart define normal use.
2. This Limited Warranty does NOT cover material which has not been installed, cleaned or otherwise maintained in accordance with Forbo's published guidelines in effect on the date of original purchase.
3. This Limited Warranty does NOT cover damage to flooring materials caused by anything other than the failure of the flooring product to perform in accordance with the Limited Warranty.
4. This Limited Warranty does NOT cover surface stains including those due to exposure of the flooring material to asphalt, driveway sealer, adhesives, carpet dyes, or floor care products other than those recommended by Forbo.
5. This Limited Warranty does NOT cover damage due to improper installation or floor care, undue wear and tear, burns, cuts, tears, scratches, scuffs, indentation damage caused by high heels, or damage due to rolling loads, improperly casted chairs, failure to use recommended floor protectors, extended direct exposure to sunlight, moisture, acid or alkaline substances, hydrostatic pressure damage from the subfloor, mold or mildew, installation over insufficient substrates, or differences in color between samples or photographs and the actual flooring.

H. Additional Important Legal Terms

1. This warranty is governed by and will be construed in accordance with the substantive laws of Pennsylvania, without regard to any of that state's conflict of laws principles that would require application of the substantive law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty.
2. **THE LIMITED WARRANTY DESCRIBED ABOVE IS FORBO'S SOLE WARRANTY ON FLOORING MATERIALS. ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED, ARE EXPRESSLY DISCLAIMED AND EXCLUDED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORBO ALSO MAKES NO EXPRESS WARRANTY OF FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.**
3. **FORBO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM WARRANTY DEFECTS IN FORBO FLOORING MATERIALS INCLUDING, WITHOUT LIMITATION, LOSS OF USE OF PREMISES AND LOSS OF REVENUES OR PROFITS.**
4. **THE WARRANTY REMEDIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF FORBO FLOORING PRODUCTS TO COMPLY WITH FORBO'S WARRANTY FOR ANY OTHER CLAIMED DEFECTS IN FORBO FLOORING MATERIALS.**
5. **FORBO'S TOTAL, AGGREGATE LIABILITY FOR BREACHES OF THIS LIMITED WARRANTY OR FOR ANY OTHER CLAIMED DEFECT IN FORBO FLOORING MATERIALS IS LIMITED TO THE AMOUNT OF THE ORIGINAL PURCHASE PRICE OF THE FLOORING MATERIALS.**
6. All disputes arising from or in connection with this Limited Warranty, or its breach, or with respect to any defect in Forbo flooring products, and not amicably resolved, shall be decided solely by litigation in the Court of Common Pleas of Luzerne County, Pennsylvania or, if subject matter jurisdiction exists and either party timely elects, in the United States District Court for the Middle District of Pennsylvania, by trial to a judge sitting without a jury. As conditions of this Limited Warranty, the parties consent to personal jurisdiction and venue in these identified courts and waive any rights they might otherwise have to object to personal jurisdiction or venue or to transfer a proceeding to another venue.
7. **TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING FROM OR IN CONNECTION WITH (A) THIS WARRANTY OR ITS BREACH, OR (B) ANY CLAIMED DEFECT IN FORBO FLOORING PRODUCTS, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, BREACH OF WARRANTY, CONTRACT, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY.**
8. As conditions precedent to commencing suit on this Limited Warranty, the Purchaser or End-User must submit a warranty claim to Forbo, and must give Forbo at least thirty (30) days' written notice, at the address shown in Section E.1, of its intent to sue. All actions arising from or in connection with this Limited Warranty must be brought within one (1) year after the Purchaser's submission of its warranty claim to Forbo.
9. If any product defect claims relating to Forbo flooring materials are brought against Forbo's affiliates, rather than Forbo itself, or if Forbo or any of its affiliates are sued for remedies in excess of those allowed by this Limited Warranty, Forbo and its affected affiliates will be entitled to recover their legal fees and costs incurred in defending against the claims in excess of those allowed by the warranty.
10. The Limited Warranty is not assignable or transferable, and may be enforced only by the original Purchaser or End-User.
11. The Purchaser and End-User are expressly cautioned that Forbo has not authorized and will not authorize any person, including, without limitation, any field representative, agent, employee, dealer, distributor or contractor to modify the terms of this warranty in any way. The warranty may be modified only in a writing signed by Forbo's Vice President.

Installation Guidelines: Flotex® Tile

General Installation Guidelines

- Flotex® tile flooring may be installed on approved substrates on all grade levels.
- Areas to receive flooring should be clean, fully enclosed and weathertight. The permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The material and adhesive should be conditioned in the same environment for at least 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.
- Store Flotex® tiles in cartons stacked and laying flat.
Note: It is possible that during storage the pile will be compressed and may take several days to recover following installation.
- Always conduct moisture tests on all concrete substrates, regardless of age or grade level.
- Determine the moisture vapor emission rate (MVER) of the concrete by testing conducted in accordance with ASTM F 1869. The MVER of the concrete must not exceed 5.0 lbs. per 1,000 square feet in 24 hours when using Forbo FRT 950 adhesive or 8.0 lbs. per 1,000 square feet in 24 hours when using Forbo FRS 885 adhesive. When moisture vapor emissions exceed these requirements, refer to the Moisture Limitor section of Forbo's Installation Guide for additional information.
- Determine the internal relative humidity of the concrete by testing conducted in accordance with ASTM F 2170. The internal relative humidity of the concrete must not exceed 75% when using Forbo FRT 950 adhesive or 85% when using Forbo FRS 885 adhesive. When the internal relative humidity exceeds these requirements, refer to the Moisture Limitor section of Forbo's Installation Guide for additional information.
- The concrete surface pH must be tested and must not exceed a pH of 10 when using Forbo FRT 950 adhesive or a pH of 11 when using Forbo FRS 885 adhesive.
- Always conduct adhesive mat bond tests before beginning the installation. Bond testing will aid in identifying both the working characteristics of the adhesive (open time and working time) for the site conditions, and also any potential bonding problems.
- Material should always be visually inspected prior to installation. If there are any questions regarding the quality of material, contact your local Forbo representative or Forbo Technical Services PRIOR to installation.
Any costs (including labor) associated with the replacement of material that was installed with visual defects that could have been seen prior to installation are not covered under warranty.
- Ensure that all recommendations for substrate and jobsite conditions are met prior to beginning the installation. Beginning the installation is an implied acceptance of site conditions by the parties involved and liability for any failure directly related to inadequate site conditions becomes the responsibility of the installer and/or flooring contractor.
- Use Forbo FRT 950 adhesive. Forbo FRT 950 is a releasable adhesive. For permanent applications, Forbo FRS 885 adhesive may be used. For optimum performance in areas that may need additional protection from topical moisture, Forbo 660 adhesive may be used.
- Use a 3/8" nap roller to apply the adhesive.
- Use material from the same batch/dye lot.
- Install Flotex® tiles with the arrows at right angles to one another (quarter turned). Ensure the direction of the arrows run in a consistent pattern throughout the installation.
Note: Certain patterns may be installed with arrows all in the same direction.
- Roll immediately with a 75 pound three-section roller and always check for proper adhesive transfer.
- Mixing Flotex® sheet and Flotex® tile products in the same area is not recommended. This is especially important when installing borders or motifs. The Flotex® tile is thicker than the Flotex® sheet material and may wear or become damaged when mixed with the sheet material.
- Remove fresh adhesive residue immediately with a clean white damp cloth. Dried adhesive residue can be removed with a clean white cloth and mineral spirits.
- Take pride in your work and be Professional at all times.
- For additional information, contact Forbo Technical Services.

Installation Guidelines: Flotex® Tile

Layout

1. Forbo tile products are installed using conventional tile installation techniques.
2. It is customary to start from the center of the room. In corridors and small spaces, it may be simpler to work lengthwise from one end, using the center line as a guide.
3. The center line is drawn as follows: a chalk line is snapped from center of wall A-B (=E) to the center of wall C-D (=F). The center of line E-F is found (M). Draw a perpendicular line through M using the 3:4:5 method to establish G-H (Figure A).
4. Starting at center point M, measure out lengthwise and widthwise to the walls to make sure you will have at least a half of a tile at the border. Adjust lines E-F and G-H if necessary.

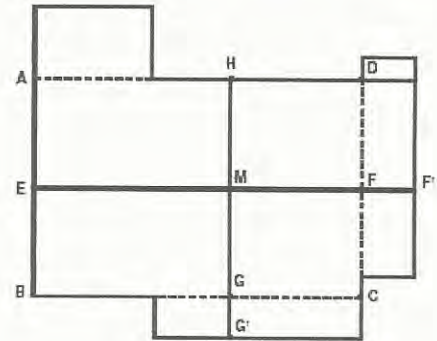


Figure A

Applying Adhesive

1. After establishing the starting lines, apply Forbo FRT 950 adhesive with a 3/8" nap roller.
2. Allow the adhesive to turn clear and dry to the touch before installing the Flotex® tiles. After turning clear, the flooring **MUST** be placed into the adhesive within four hours.

Installing Flotex® Tile

1. Beginning at the starting point and carefully following the starting lines, install the Flotex® tiles in a pyramid fashion in one quadrant of the area at a time.
2. Install Flotex® tiles with the arrows at right angles to one another (quarter turned). Ensure the direction of the arrows run in a consistent pattern throughout the installation (Figure B).

Note: Certain patterns may be installed with arrows all in the same direction.

3. Cut the perimeter tiles to size using a utility knife.
4. Roll the completed installation with a 75 pound three-section roller to ensure adhesive transfer to the Flotex® tile backing.

Note: Forbo FRT 950 is a releasable adhesive. For permanent applications, Forbo FRS 885 adhesive may be used. For optimum performance in areas that may need additional protection from topical moisture, Forbo 660 adhesive may be used. For additional information, contact Forbo Technical Services.

5. Remove fresh adhesive residue immediately with a clean white damp cloth. Dried adhesive residue can be removed with a clean white cloth and mineral spirits.

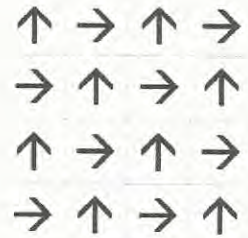


Figure B

Decorative Inlays

1. Measure out the locations for the decorative inlays. Mark off the inlay locations with chalk lines.
2. Spread the adhesive and allow it to turn clear and dry to the touch before installing the Flotex® tiles. After turning clear, the flooring **MUST** be placed into the adhesive within four hours.
3. Lay the field material up to the chalk lines.
4. Cut the inlay piece to fit, then place the inlay into position.
5. Using a spatula, press the inlay firmly into place.
6. Roll the completed inlays with a 75 pound three-section roller.

Installation Guidelines: Flotex® Tile

Decorative Borders

1. Snap chalk lines around the area where the field material will stop, making sure to allow for trimming the border material.
2. Spread the adhesive and allow it to turn clear and dry to the touch before installing the Flotex® tiles. After turning clear, the flooring **MUST** be placed into the adhesive within four hours.
3. Lay the field material so that it extends slightly over the chalk lines.
4. Adhere all field areas up to the chalk lines.
5. Using a straightedge as a guide, cut the field material along the chalk lines.
6. Place the border material into position.
7. Using a spatula, press the border firmly into place.
8. Trim the border material at the perimeter and roll the completed installation with a 75 pound three-section roller.

Stairs

1. Flotex® tiles CANNOT be wrapped on stairs.
2. A standard stair nosing must be used with separate pieces of Flotex® for each tread and riser.
3. Adhere the Flotex® on the treads and risers using a high quality commercial grade contact cement following the application guidelines of the adhesive manufacturer.

Forbo's Installation Guide contains additional information on substrate evaluation and preparation, and is available for download at www.forboflooringna.com. For a hard copy, or for additional information, contact Forbo Technical Services at +800 842 7839.

Forbo Adhesive Recommendations



Designates the **Standard Adhesive** to be used for each product.



Designates any alternate adhesive that may be used for each product.

Product	L 885	T 940	Sustain 885m	Sustain 1195	FRS 885	FRT 950	V 885	C 930	L 910W
Marmoleum® Sheet, Walton, MCS, Marmoleum® Decibel, Marmoleum® Sport, Corkment Underlayment	✓		✓	✓					
Marmoleum® Modular, MCT		✓	✓	✓					
Flotex® Sheet			✓	✓	✓				
Flotex® Tile		✓	✓	✓		✓			
Project Vinyl (Eternal Material, Wood, Decibel; Eternal Step Original, SR, Wood)							✓		
Eternal Step Aqua									
Allura		✓	✓						
Allura Flex		✓	✓			✓			
Marmoleum® Ohmex								✓	
ColoRex® SD/EC Tile ESD Applications								✓	
ColoRex® SD/EC Tile Non-ESD Applications		✓					✓		
Coral® Entrance Flooring									
Bulletin Board, Marmoleum® Sheet (wall & countertop applications)									✓

Please contact Forbo Product Support & Education Services for additional information.

Forbo Adhesive Fast Facts Chart

Forbo Adhesive	Adhesive Type	Packaging	Max MVE (per 1,000 ft ²)	Max RH	Max pH ¹	Approximate Spread Rate (ft ² / gallon)	Adhesive Color	Trowel Notch	Freeze/Thaw Stability
L 885	Acrylic Polymer	1 Gallon 4 Gallon	8	85%	10	125	Light tan	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
T 940	Acrylic Polymer	1 Gallon 4 Gallon	5	75%	10	125	White	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
Sustain 885m	Dual Acrylic Polymer	1 Gallon 4 Gallon	8	85%	10	125	Grey	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
Sustain 1195	Dual Acrylic Polymer	4 Gallon	10	95%	11	125	Green	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
V 885	Acrylic Polymer	4 Gallon	8	85%	10	175	Light tan	1/32" x 1/16" x 1/32" fine notch	1 Cycle at 20°F (-6° C)
FRS 885	Acrylic Polymer	4 Gallon	8	85%	10	125	Light tan	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
FRT 950	Pressure Sensitive	4 Gallon	5	75%	10	300	White; Dries Clear	3/8" nap roller	1 Cycle at 20°F (-6° C)
C 930	Acrylic Polymer	4 Gallon	8	85%	10	125	White with grey conductive fibers	1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
L 910W	Acrylic Polymer	1 Gallon 4 Gallon	n/a	n/a	n/a	Varies ²	Light tan	1/8" x 1/8" x 1/16" V notch OR 1/16" x 1/16" x 1/16" square notch	1 Cycle at 20°F (-6° C)
660 (2-Part)	Polyurethane	1/2 Gallon 1 Gallon 2 Gallon	6	80%	9	Varies ³	Grey	1/16" x 1/16" x 1/16" square notch OR 1/32" x 1/16" x 1/32" fine notch	Do NOT Freeze

- 1: Concrete substrates with pH readings lower than 7.0 pH or in excess of the numbers listed above will require remediation prior to installation
 2: Spread rate is approx. 90 ft²/gallon when using a 1/8" x 1/8" x 1/16" V notch trowel **OR** approx. 125 ft²/gallon when using a 1/16" x 1/16" x 1/16" square notch
 3: Spread rate is approx. 110-120 ft²/gallon when using a 1/16" x 1/16" x 1/16" square notch trowel **OR** approx. 150-160 ft²/gallon when using a 1/32" x 1/16" x 1/32" fine notch trowel.

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