

BALLROOM CARPET PURCHASE AND DELIVERY

BEST VALUE INVITATION TO BID

- ISSUE DATE: November 20, 2019
- BIDS DUE: **2:00 p.m.** on **December 10, 2019** (the "Submission Deadline")
- INSTRUCTIONS: Submit one completed Bid Form and one Seaming Diagram in a sealed envelope marked "Carpet ITB". Both documents must be received by mail or personal delivery no later than the Submission Deadline. Bids received by email, fax, or after the Submission Deadline will be rejected.
- SUBMIT TO: Houston First Corporation, Attn: Mitch Miszkowski, 701 Avenida de las Americas, Suite 200, Houston, TX 77010.
- CONTACT INFO: Any questions concerning this Invitation to Bid must be sent by e-mail to bids@houstonfirst.com no later than **10:00 a.m.** on **December 5, 2019**. Questions will be answered collectively in the form of a Letter of Clarification.
- BID OPENING: All Bids will be opened and publicly announced at 3:00 p.m. on the Submission Deadline at 701 Avenida de las Americas, Suite 200, Houston, TX 77010.

OVERVIEW. Houston First Corporation ("HFC") requests bids from manufacturers and providers of Axminster-Electronic Jacquard carpet with at least 10 years' experience for the purchase and delivery of woven nylon carpet in accordance with the specifications provided below for the Grand Ballroom at the George R. Brown Convention Center in Houston, Texas. An additional quantity of attic stock, approximately 10-12%, is also required. Installation is not included in this solicitation and will be provided by a separate contractor.

BACKGROUND. HFC is a local government corporation created by the City of Houston to facilitate economic growth through the promotion of the greater Houston area and the business of conventions, meetings, tourism, and the arts. HFC manages and operates more than 10 city-owned facilities, including the George R. Brown Convention Center, Wortham Theater Center, Jones Hall for the Performing Arts, and Miller Outdoor Theatre.

The George R. Brown Convention Center opened on the east side of downtown Houston on September 26, 1987. The building was named for internationally recognized entrepreneur, engineer, civic leader, and philanthropist George Rufus Brown (1898-1983), who donated six of the 11 blocks necessary to build the facility.

The Grand Ballroom at the convention center can be divided into three sections, with overall dimensions of 270 feet by 117 feet (i.e., 82 meters by 36 meters).

FLOORPLAN. A floor plan of the Grand Ballrooms is available online at www.houstonfirst.com/do-business.

NO SALES TAX. As HFC is exempt from states sales and use tax, bidders should assume that there will be no sales taxes due for the purchase of the Materials.

PRE-BID MEETING; FIELD INSPECTION. A pre-bid conference has not been scheduled for the solicitation and HFC does not anticipate that such a meeting will be held. Bidders are encouraged to schedule a field inspection by contacting bids@houstonfirst.com; as a courtesy to staff, Bidders are asked to submit their request at least two business days in advance.

LETTERS OF CLARIFICATION. Any revisions to this Invitation to Bid, and answers to any material questions timely received, will be confirmed in a letter posted online at www.houstonfirst.com/do-business prior to the Submission Deadline (“Letter of Clarification”). When issued by HFC, Letters of Clarification become part of this Invitation to Bid automatically and supersede any previous specifications or provisions in conflict therewith. By submitting a bid, bidders shall be deemed to have received all Letters of Clarification and to have incorporated them into their bid. It is the responsibility of bidders to monitor the foregoing link and ensure they receive any such Letters of Clarification.

FORM OF AGREEMENT. By submitting a response to this solicitation, bidders agree, upon notice of selection by HFC, to enter into the Carpet Purchase and Delivery Agreement attached hereto as Exhibit “A”. Any requests for clarification or modification to the terms of such agreement must be timely submitted by email to bids@houstonfirst.com. Responses will be included in a Letter of Clarification. Alternative terms or pre-printed forms submitted by a Bidder shall be disregarded and may result in a Bidder being deemed, in HFC’s discretion, as non-responsive.

MANNER OF SELECTION. HFC will evaluate every bid received and expects to enter into a contract with the Bidder providing the best value to HFC based on the following selection criteria, for a maximum total of 10 points:

- Price (7 points);
- Delivery Terms (3 points)

HFC reserves the right to select or reject all or part of any bid, waive minor technicalities, and accept one or more bids in the manner and to the extent that they serve the best interests of HFC. This solicitation does not commit HFC to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a bid in response to this solicitation. HFC reserves the right to request clarifications or additional information prior to accepting any offer.

DIVERSITY COMMITMENT. A Diversity Goal has not been established for this project. Bidders are, however, asked to review HFC’s [Diversity Compliance Guidelines and Forms](#) and should include a copy of their diversity certification, if any, as well as the certifications of any subcontractors Bidder will utilize or intends to do business with in connection with the services.

RESTRICTIONS ON COMMUNICATIONS. Throughout the selection process, commencing with the Issue Date, Bidders are directed not to communicate with any HFC employee, officer or director regarding their bid, or any matter relating to this Invitation to Bid, other than through bids@houstonfirst.com. Bidders are solely responsible for observation and compliance with such restrictions, and HFC reserves the right to reject any proposal due to violation of this provision.

VENDOR CODE OF CONDUCT. Bidders who do business or seek to do business with HFC are expected to interact with HFC with high ethics and integrity. To promote ethical conduct by its existing and potential contractors, HFC has adopted a [Code of Conduct for Vendors](#). HFC requires that all Bidders be familiar with and abide by the Code of Conduct for Vendors.

COLLUSION. Bidders represent and warrant to HFC that the contents of their bids have not been communicated, directly or indirectly, to any potential Bidder and that their bids are made in compliance with federal and state antitrust laws without previous understanding, agreement or connection with any competitor or other potential Bidder.

CONFLICTS OF INTEREST. Bidders are advised that they have an affirmative obligation to disclose any affiliation or business relationship with an HFC employee, officer, or director creating a conflict of interest (or appearing to a reasonable person to potentially exist). Bidder who need the disclosure form may find it online at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. By submitting a bid, each Bidder represents and warrants that they are in full compliance with the requirements of Chapter 176 of the Texas Local Government Code.

PUBLIC INFORMATION. HFC is subject to the Texas Public Information Act (“TPIA”). Information submitted by Bidders is subject to release under the provisions of the TPIA set forth in Chapter 552 of the Texas Government Code. Each page where confidential or proprietary information appears must be labeled as such clearly and unambiguously. Bidders will be advised of any request for public information that implicates their materials and may, in accordance with applicable law, elect to assert objections to disclosure with the Texas Attorney General at their cost and expense.

WITHDRAWAL; ERROR. Bids may be withdrawn due to errors or for any other reason only by a written request received by bids@houstonfirst.com prior to the Submission Deadline.

BID PACKAGES. A complete copy of this Invitation to Bid, including and all necessary forms and information, is available on-line at www.houstonfirst.com/Do-Business.



BALLROOM CARPET PURCHASE AND DELIVERY

BID FORM

Bidders are asked to provide their best pricing for the provision of the materials itemized below, based on the terms and conditions of the foregoing Invitation to Bid, including but not limited to the Carpet Purchase and Delivery Agreement and Specifications. Do not alter the Bid Form. Submission of company quotes, proposals, or any other document containing supplementary, alternative, or conflicting terms or conditions is not acceptable.

§1. BIDDER INFORMATION

Bidder Name: _____

Address: _____

Contact Name/Title: _____

Phone: _____ Email: _____

Is the Bidder a certified diversity entity under the [HFC Diversity Program](#)? _____

§2. BID TABLE

Manufacturer	Cost (per sq. yard)	No. of Square Yards*	Price (including delivery)
		No. of Square Yards (Attic stock)	Price (including delivery)

§3. LEAD TIME

a. Without altering the foregoing Bid Table, Bidders are asked to represent the lead time for the Materials in weeks (e.g., "Materials to be delivered in X weeks").

b. Bidders may, but are not required to, propose an alternative delivery option, together with any additional premium or other fees to HFC, in the space provided below:

§4. EXPERIENCE & REFERENCES

a. How many years' experience does the Bidder have in the manufacture of Axminster carpeting?

Bidders must be able to demonstrate that they have completed three Axminster-Electric Jacquard carpet projects, within the past five years, in the space provided below:

b. Reference #1

Project Name/Address: _____

Owner Name/Address: _____

Date of Installation: _____

Approx. Yardage Installed: _____

c. Reference #2

Project Name/Address: _____

Owner Name/Address: _____

Date of Installation: _____

Approx. Yardage Installed: _____

d. Reference #3

Project Name/Address: _____

Owner Name/Address: _____

Date of Installation: _____

Approx. Yardage Installed: _____

§5. BID TERMS AND ACKNOWLEDGEMENT

Submission of a bid represents an offer to contract with Houston First Corporation based on the foregoing bid and the Carpet Purchase and Delivery Agreement that shall remain valid for a period of 60 calendar days from the Submission Deadline. By signing below, Bidder represents and warrants to HFC that all statements made herein by Bidder are true, correct and may be relied upon by Houston First Corporation.

_____ ("Bidder")

By:

Signature: _____

Date: _____

Name/Title: _____

EXHIBIT “A”
CARPET PURCHASE AND DELIVERY AGREEMENT

This Carpet Purchase and Delivery Agreement (“Agreement”) is made by and between Houston First Corporation (“HFC”), whose address is 701 Avenida de las Americas, Suite 200, Houston, TX 77010 and [TBD] (“Contractor”), whose address is [TBD]. In consideration of the mutual promises contained herein, the parties hereby agree as follows:

§1. Materials. Contractor agrees to and shall procure and provide [TBD] square yards of Axminster-Electronic Jacquard carpet in accordance with this Agreement, including the specifications set forth in Exhibit “1” attached hereto and made a part hereof for all purposes (the “Materials”).

§2. Delivery. Contractor shall deliver the Materials, no later than [TBD], to the following address: George R. Brown Convention Center, 1001 Avenida de las Americas, Houston, TX 77010. Contractor shall coordinate the schedule of delivery of the Materials with HFC, and ensure that delivery of the Materials is made during pre-approved hours. Contractor shall provide any equipment, labor, packaging, crating or padding necessary to load, tie down and unload the Materials to be delivered, so that the Materials may be transported in a normal, safe manner without damage. Contractor acknowledges that time is of the essence.

§3. Inspection. HFC reserves the right to inspect the Materials prior to acceptance and final payment. Materials which, in the opinion of HFC, does not conform to HFC’s specifications or are determined to be damaged or defective may be rejected at no cost to HFC. Amounts due Contractor under this Agreement for such rejected goods shall abate or, at the discretion of HFC, Contractor shall promptly replace rejected Materials, at its risk and expense.

§4. Risk of Loss. Title and risk of loss of the Materials shall remain with Contractor until goods have been delivered to HFC at the location specified in this Agreement and accepted by HFC. Contractor is responsible for any freight charges incurred in so delivering the goods to HFC.

§5. No Sales Tax. HFC is exempt from sales tax and certain federal excise taxes and agrees to furnish Contractor with an exemption certificate upon request. Contractor shall not charge HFC for such taxes. Contractor shall take all action required to cause the purchase of the Materials hereunder to be treated as a tax-exempt transaction, and in no event shall HFC be responsible for any sales, use, property, gross receipts, or similar taxes levied against any party to this Agreement.

§6. Payment. Subject to the terms of this Agreement, HFC agrees to pay Contractor [TBD], due and payable in accordance with the following schedule: 50% within 30 calendar days of the Effective Date and the balance of 50% within 30 calendar days of the delivery of the Materials; provided, however, that such payments are conditioned on prior receipt by HFC of a written invoice and W-9 from Contractor.

§7. Warranties. Contractor represents and warrants to HFC that the Materials, including each component part thereof, shall be (i) fit for the intended purposes indicated by HFC expressly or by implication; (ii) free of defects in title, design, material, and workmanship, (iii) new, and of satisfactory quality; and (iv) in conformity with industry standards and the requirements of this Agreement. Without limiting the foregoing, Contractor hereby transfers and assigns to HFC all manufacturer’s warranties for materials used in connection with the Materials and shall complete and execute all forms required to further evidence such transfer and assignment. The parties agree that no warranty made by Contractor is intended to limit, nor shall it be construed as limiting in any manner or to any extent, any manufacturer’s or supplier’s

warranty. Upon request from HFC, Contractor agrees to provide reasonable assistance in enforcing such warranties against the manufacturer or supplier at no additional cost to HFC. Warranty periods shall commence upon the date of delivery of the Materials.

§8. Defective Materials. Materials not conforming to the requirements of this Section shall be deemed defective and shall be repaired or replaced by Contractor (at HFC's sole option) at no cost to HFC. If required by HFC, Contractor shall furnish satisfactory evidence as to the kind and quality of replacement materials and equipment. If, within the period of any manufacturer's warranty, any of the Materials are found to be not in accordance with the requirements of the Agreement, then Contractor shall correct same within 30 calendar days after receipt of written notice from HFC to do so and at no cost to HFC.

§9. Indemnification. **TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HFC, HARMLESS FROM AND AGAINST CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR OTHER LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE BY CONTRACTOR UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY OR RELATING TO DEFAULT BY CONTRACTOR HEREDUNER, OR THE ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, OR ANY EMPLOYEE AGENT OR SUBCONTRACTOR OF CONTRACTOR.**

§10. Default. Contractor shall be deemed to be in default under this Agreement due to the occurrence of any of the following events: (a) Contractor fails to perform or observe any material term, condition or requirement under this Agreement; (b) Contractor, or any employee, agent, contractor, or subcontractor of Contractor, violates applicable law in connection with the performance of the Services; (c) Contractor becomes insolvent; (d) All or substantial part of Contractor's assets are assigned for the benefit of its creditors; (e) A receiver or trustee is appointed for Contractor; or (f) Contractor assigns this Agreement without the prior written consent of HFC.

§11. Remedies. If default by Contractor occurs, then HFC shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, HFC shall have the right, but not the obligation, to cure or cause to be cured on behalf of Contractor any such default, and Contractor shall pay HFC on demand all costs and expenses incurred by HFC in effecting such cure, in addition to all actual damages, losses, costs or expenses incurred by HFC as a result of such default by Contractor. The rights and remedies of HFC under this Agreement shall be cumulative. HFC shall have and may exercise all other rights and remedies not inconsistent herewith as provided under applicable law, or in equity. No exercise by HFC of one right or remedy shall be deemed an election, and no delay by HFC shall constitute a waiver, election or acquiescence to any default, breach, violation, or non-performance by Contractor.

§12. Termination by Contractor. Contractor may terminate this Agreement only if HFC defaults and fails to cure the default after receiving written notice thereof. Default by HFC occurs if HFC fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor seeks to terminate the Agreement, then Contractor must deliver a written notice to HFC describing the default and proposed termination date. Such date must be at least 30 days after HFC receives notice. If HFC cures the default before the proposed termination date, then the proposed termination date is ineffective. If HFC

does not cure the default before the proposed termination date, then Contractor may terminate this Agreement upon 30 days' notice to HFC and may seek any remedy available under applicable law, subject to the provisions and limitations of this Agreement.

§13. Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party will be liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. For purposes of this Agreement, Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders and the acts of superior governmental or military authority. This relief is not applicable unless the affected party does the following: uses due diligence to remove the Force Majeure as quickly as possible; provides the other party with prompt written notice of the cause and its anticipated effect; and provides the other party with written notice describing the actual delay or non-performance incurred within 7 calendar days' after the Force Majeure ceases.

§14. Assignment. Contractor shall not assign this Agreement in whole or in part without the prior written consent of HFC. For purposes hereof, any transfer of ownership interests in Contractor, direct or indirect, occurring after the Effective Date shall be deemed an assignment by Contractor requiring prior written consent of HFC. HFC may assign this Agreement in whole or in part, including any enforcement rights granted hereunder, at any time upon written notice to Contractor.

§15. Non-Waiver. Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

§16. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

§17. Independent Contractor. The relationship of Contractor to HFC shall be that of an independent contractor. No principal/agent, partnership, joint venture, joint employer, or other relationship, other than an independent contractor relationship, is created or intended by this Agreement.

§18. Governing Law/Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, notwithstanding any choice-of-law or conflicts-of-law rules to the contrary. Any action to enforce this Agreement or any litigation or claims otherwise regarding this Agreement must be brought in a court of competent jurisdiction in Harris County, Texas. The parties agree that the provisions of the United Nations Conventions on Contracts for the International Sale of Goods shall not apply to this Agreement in any manner or to any extent.

§19. Severability. Each and every agreement contained in this Agreement is, and shall be construed as, a separate and independent agreement. If any provision of this Agreement should be held to be invalid or unenforceable, then the validity and enforceability of the remaining provisions of this Agreement to another person or circumstance shall not be affected thereby.

§20. Survival. Contractor shall remain obligated to HFC under all clauses of this Agreement that expressly or by their nature extend beyond the delivery of the Materials or termination of this Agreement.

§21. Extent of Agreement. This Agreement, including the exhibit made a part hereof, represents the entire and integrated agreement between HFC and Contractor and supersedes all prior negotiations, representations or agreements either written or oral.

[signature block to be inserted in final agreement]

EXHIBIT "1"

SPECIFICATIONS

PART 1 - GENERAL

1.01 REFERENCE STANDARDS

- A. American Association of Textile Chemists and Colorists (AATCC):
 - 1. 16 Colorfastness to Light.
 - 2. 24 Resistance of Textiles to Insects.
 - 3. 134 Electrostatic Propensity of Carpets.
 - 3. 165 Colorfastness to Crocking: Carpets--AATCC Crockmeter Method.
 - 4. 174 Antimicrobial Activity Assessment of Carpets.

- B. American Society for Testing and Materials (ASTM):
 - 1. D1335 Tuft Bind of Pile Floor Coverings.
 - 2. D2646 Test Methods for Backing Fabric Characteristics of Pile Yarn Floor Coverings.
 - 3. D2859 Flammability of Finished Textile Floor Covering Materials.
 - 4. E84 Surface Burning Characteristics of Building Materials.
 - 5. E648 Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 6. F710 Preparing Concrete Floors to Receive Resilient Flooring.

- C. Department of Commerce (DOC):
 - 1. FF-1-70 Standard for Surface Flammability of Carpets and Rugs (Pill Test).

- D. National Fire Protection Association (NFPA):
 - 1. NFPA 101 Code for Safety to Life from Fire in Buildings and Structures.

1.02 SYSTEM DESCRIPTION

- A. Design Criteria:
 - 1. Flame Spread, Fuel Contribution and Smoke Development: Class B when tested in compliance with ASTM E84 and NFPA 101.
 - 2. Critical Radiant Flux Classification: Class II, not less than 0.22 W/sq. cm per ASTM E648.
 - 3. Static Generation: Less than 1.8 kv at 20 percent relative humidity, per AATCC-134 using step and scuff tests with neolite and chrome-tanned leather soles.
 - 4. Flammability of Carpet: Pass methenamine pill test when tested in compliance with ASTM D2859.
 - 5. Dry Breaking Strength: Not less than 100 lbf per ASTM D2646.
 - 6. Resistance to Insects: Comply with AATCC-24.
 - 7. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC-165.
 - 8. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) per AATCC-16.
 - 9. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth; per AATCC-174.

1.03 SUBMITTALS

- A. General: In compliance with the Contract Documents and as specified herein.
- B. Product Data: For each type of carpet material, carpet cushion and installation accessory specified, and required for complete installation. Submit manufacturer's printed data on physical characteristics, durability, fade resistance, and fire-test-response characteristics. Submit methods of installation for each type of substrate.
 - 1. If carpet manufacturer does not publish detailed installation data, installer must provide detailed proposed procedures for Owner's approval.
- C. Shop Drawings: Manufacturer's representative shall use Owner provided area dimensions to field verify quantities and to Show columns, doorways, enclosing walls and partitions, built-in cabinets, and locations where cutouts are required in carpet. Indicate the following:
 - 1. Carpet type, color, and dye lot and quantities (rolls and pieces) required for each area, including roll length requirements.
 - 2. Locations where dye lot changes occur.
 - 3. Seam locations, types, and methods for each area.
 - 4. Type of subfloor for each area.
 - 5. Type of installation for each area.
 - 6. Pattern type, repeat size, location, direction, and starting point.
 - 7. Pile direction for each area.
 - 8. Type, color, and location of insets and borders.
 - 9. Type, color, and location of edge, transition, and other accessory strips.
 - 10. Transition details to other flooring materials.
 - 11. Type of cushion.
- D. Seaming Diagrams: As an integral part of Bid, and as revised after award of contract as well, provide "Seaming Diagrams" indicating:
 - 1. Number of running seams.
 - 2. Locations of seams.
 - 3. Layout verifying this to be true electronic jacquard installation and not "cut and paste" installation.
- E. Artwork: Owner will coordinate carpet colors and design with the manufacturer's representative. Within ten days following approval of colors and final design and patterns, manufacturer shall submit floor plan of building showing exact placement of approved carpet design elements and seaming locations.
 - 1. Include production roll print out sheet indicating total numbers of rolls and total numbers of pieces.
- F. Samples:
 - 1. Carpet Seam: 6-inch length.
 - 2. Edge Strip: 1'-0" length.
- G. Development Samples (Strike Offs): Multiple rounds of samples, total number as determined by the Owner, will be required from the manufacturer in order to develop carpet patterns and yarn colors.
 - 1. Development samples (strike offs) shall include a minimum of one sample of each carpet

pattern type.

- a. Total Number of Samples for Project: As determined by the Owner.
 - b. All Samples to be submitted to the Owner within ten (10) calendar days upon receipt of request, instructions and drawings by the Owner.
 - c. Development Samples (strike offs) to be full scale in 18-inch x 18-inch sample sizes, or less, as determined by the Owner. For patterns with large repeat sizes, four 18-inch x 18-inch samples of each design/pattern from one 36-inch x 36-inch area of each design will be required for final approval for award of Contract and prior to beginning manufacture.
 - 1) Contract will be awarded upon Owner's final approval of these Development Samples (strike offs).
 - d. Computer "print-outs" may be submitted for Owner's review, but will not be accepted in substitution for actual carpet samples.
2. Manufacturer's Design and Development Sample (Strike Off) Schedule: Upon receipt of the Owner's designs for the woven carpet patterns, Contractor shall submit a schedule to the Owner within ten (10) calendar days which indicates following:
- a. Lead time for computer work for carpet patterns and dates when computer prints will be ready for review and approval by Owner.
 - b. Number and type of looms to be used in manufacture of woven Axminster-Electronic Jacquard carpet.
 - c. Dates Project is due on Mill Loom Production Schedule.
 - d. Date when carpet yarn colors and pattern approvals are to be received by manufacturer.
 - e. Delivery methods, lead times and dates for installation.
- H. Product Schedule; (FIO): Use same room and product designations indicated in Drawings and in schedules.
- I. Certificate; (FIO): Carpet manufacturer's certification to Owner ensuring carpet meets specifications. Submit at time of carpet delivery to Project. Certificate must be signed by authorized officer of carpet manufacturing company and contain Contractor's name and address, Project location, and quantities and date, or dates, of shipment or delivery to which certificates apply.
- J. Maintenance Data: In compliance with the Contract Documents and as specified herein. Include recommendations for various traffic conditions, cleaning procedures and cleaning intervals.
1. Methods for maintaining carpet including manufacturer's recommended frequency for maintaining carpet.
 2. Include cleaning and stain-removal products and procedures and precautions for cleaning materials and methods that might be detrimental to finishes and functions.
- K. Quality Assurance Submittals (FIO):
1. Manufacturer's Project Approach: Must be submitted as an integral part of Bid, on Manufacturer's Letterhead, and shall include, at a minimum:
 - a. Manufacturer's current printed specifications as applicable to Woven Axminster-Electronic Jacquard.
 - b. Manufacturer's general approach to this project and a time line schedule for manufacture, shipping, storage, delivery, and installation phase.
 - c. Manufacturer's storage requirements and location.
 - d. Manufacturer's staging/delivery requirements and procedures.
 - e. Manufacturer's installation requirements and procedures.

2. Installer shall provide takeoffs of installed rolls and pieces in order to verify quantities.

1.05 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Engage single firm experienced in manufacture of Axminster-Electronic Jacquard carpeting similar to that required for this project. Firm must demonstrate not less than ten (10) years successful experience in manufacture of Axminster-Electronic Jacquard carpeting.
 1. Subcontracting of any work included hereunder is specifically prohibited.
 2. **Approved Manufacturers:** As listed herein; no substitutions.
 3. Manufacturer shall submit evidence of skill and not less than five years specialized experience with this type system.
 4. Manufacturer shall submit evidence of skill and not less than three Axminster-Electronic Jacquard carpet installations; installed within past five years.
 - a. Include project name and address.
 - b. Include Owner's name and address.
 - c. Include date of installation.
 - d. Include total yardage; number of rolls and pieces installed.
- B. [Intentionally omitted.]
- C. **Fire-Test-Response Characteristics:** Provide products with critical radiant flux classification indicated herein, as determined by testing identical products per ASTM E648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.
- D. **Source of Materials:**
 1. **Carpet Materials:** To ensure matching of quality, color, pattern, and texture, install materials produced from same dye lot and production run. Where materials cannot be obtained from single lot or production run, notify Owner so that extent and use of each lot or run can be controlled.
 2. **Carpet Material, Installation Materials and Accessories:** Provide material obtained from one source for each type of material used in the Work. Do not change source or brands of materials during progress of Work.
- E. Owner and Owner's Representative reserve right to visit manufacturing facility of approved Manufacturer and testing laboratory, acceptable to Owner, at any time while work is in progress. All shop materials and workmanship shall be subject to inspection by Owner or his representative at all times. Such inspections do not relieve Manufacturer from obligations to provide Axminster-Electronic Jacquard conforming to all requirements of Contract Documents.
- F. **Testing:**
 1. Axminster-Electronic Jacquard carpet shall be randomly tested throughout delivery and installation phases of the Work for compliance with:
 - a. Carpet construction specifications prescribed in construction documents by an independent carpet testing laboratory as recommended by Owner and paid by Owner. Contractor shall notify Owner when carpet has been suitably stored on the premises. Contractor shall remove a test sample from carpet as selected by Owner, and shall deliver it to Owner. This test sample shall be one piece of carpeting measuring twelve feet by twelve feet.

- b. Federal flammability standard, FF- 1-70, Standard for the Surface Flammability of Carpets and Rugs (Pill Test) and further, that the carpet has been tested in accordance with NFPA 253, Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source and that the carpet is rated, as indicated herein.
- c. Manufacturer shall provide sufficient amount of carpeting to allow for (a) specified testing and other submittals required by Contract Documents, (b) carpet installation, and (c) Maintenance Materials (extra stock).

G. [Intentionally omitted.]

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 4: "Storage and Handling."
- B. Deliver carpet in manufacturer's original mill wrappings with register tag number attached. Deliver only after building is enclosed and spaces are temperature and humidity controlled.
 - 1. Deliver accessories and installation materials to Project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.
- C. Immediately upon receipt of carpet, submit samples to Owner for verification of type, pattern and color. Identify samples with carpet name, number and manufacturing and shipping registry numbers. Inspect carpet for quantity and defects.
- D. Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.
 - 1. Do not stand roll materials on end.
 - 2. Store carpet in flat bins with maximum height not to exceed three rolls.
- E. Handling:
 - 1. Do not fold or bend individual carpet rolls.
 - 2. Transport carpet on flat dollies equipped with carpet cradles.
 - 3. Equip forklifts with booms.

1.07 [Intentionally omitted.]

1.08 WARRANTY

- A. General Warranty: Special Warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Carpet Warranty: Written warranty, signed by carpet manufacturer agreeing to replace carpet that does not comply with requirements or that fails within specified warranty period. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse. Failures include, but are not limited to, more than 10% loss of

face fiber, edge raveling, snags, runs, and delaminating.

1. Warranty Period: Five (5) years from Date of Substantial Completion.

1.09 EXTRA MATERIALS

- A. Maintenance/Replacement Materials: Before commencement of carpet installation, deliver stock of replacement materials to Owner's designated storage space. Furnish full size units, matching installed materials, packaged and marked for identification as extra run material.
1. Deliver not less than 10% of the total square yardage, as manufactured for installation, of carpet Type and Pattern in primary traffic locations as determined by Owner. Maintenance materials are exclusive of material required to properly complete installation.
 - a. Furnish maintenance materials from same production run as materials installed.
 - b. Usable scraps: In addition to Maintenance Materials salvage all usable scraps for Owner's use. Label and package material and deliver to Owner's designated storage space. Usable scraps are defined to include roll ends of less than 4'-0" length and pieces of more than 3 sq. ft. area and more than 8-inch wide.
 - c. "Usable Scraps" will not be accepted as inventory requirement for replacement/maintenance materials.
 2. Package replacement materials with protective covering recommended by manufacturer, and identified with appropriate labels.

PART 2 - PRODUCTS

2.01 APPROVED MANUFACTURERS

- A. Approved Axminster-Electronic Jacquard Carpet Manufacturers: Products listed are to conform to manufacturer's printed specifications which are in effect as of this date. Colors for all carpet are as selected by Owner. All carpet and necessary overrun are to be from one dye lot, but where multiple dye lots are required, submit samples from each dye lot to Owner for written approval before installing carpet. Each dye lot to match approved sample. Rolls from each dye lot numbered and labeled by manufacturer and match end to end and side to side.

2.02 WOVEN CARPET

- A. Description: Axminster Carpet
- B. Fiber Content: 80% wool, 20% nylon.
- C. Type: Woven Jacquard Axminster.
- D. Pitch Per Inch: 7.
- E. Rows Per Inch: 9 +/- 0.5 per inch.
- F. Tuft Length: 0.811 +/- 0.020 inches.
- G. Tuft Density: 70 +/- 5% per sq in.
- H. Net Pile Weight: 43.5 +/- 5% oz/sq. yd.

- I. Total Pile Weight above backing: 59.5 oz/sq yd minimum.
- J. Pile Thickness Above Backing: 9.0 mm +/- 0.355-inches.
- K. Backing: Polyester/Polypropylene; no jute permitted.
 - 1. Weft: 222 Tex Polypropylene.
 - 2. Chains: 3/20 Polyester.
 - 3. Stuffer: 133 Denier polypropylene.
 - 4. Weight of Backing: 17.8 oz/sq yd.
- L. Finishing:
 - 1. Type: SBR Latex Compound.
 - 2. Latex Weight: 7.2 oz/sq yd.
 - 3. Total Product Weight: 68.5 +/- 5% oz/sq yd.
 - 4. Total Product Thickness: 0.35 +/- 0.039 inches.
- M. Carpet shall be manufactured within acceptable tolerance for size of pattern repeat in width and length dimension.
 - 1. Size of pattern repeat for each production run of carpet shall be within tolerance dimensionally as follows:
 - a. Width: TBD after carpet colors and design has been approved
 - b. Length: TBD after carpet color and design has been approved
 - c. This tolerance to be maintained between all carpets of the same type and between carpets of a different type as part of the Work, where “pattern match” between carpets is required in the installation.
- N. Product Identification: In addition to manufacturer's standard product identification, for each roll of carpet produced, the manufacturer is responsible for measuring the pattern repeat at both the left and right selvage twenty feet from the roll end. The pattern repeat measurements are to be labeled on the outside of each roll prior to shipping. Carpet manufacturer to code all rolls for pattern match sequence, and location according to control sheets, within plus or minus 2-inches over 90 feet.
- O. Mill Overage: Identify, quantify, and deliver to the Owner the mill overage of acceptable product for each carpet type.

2.03 ROOM SCHEDULE

A.	Schedule:	
	<u>Type</u>	<u>General Location</u>
	1. CPT-1	George Bush Grand Ballroom