

INSTRUCTIONS FOR ORDERING AGENCY

The following steps are to be taken by the Authorized User and the manufacturer (contract holder) and/or their authorized dealer/installer in order to use this contract:

I. **Flooring Selection**

Authorized User shall determine which type of flooring is most appropriate for the area to be covered. Authorized Users may call Manufacturer's Representative and/or dealer/installer for assistance. Authorized Users may request samples from the Manufacturer and or Dealer/Installer to ensure the product fits their needs.

II. **Reasonableness of Price**

- The pricing for flooring products are firm however Authorized Users should pursue reduced pricing on large volume orders.
- Orders for flooring products ordered directly from the manufacturers and shipping directly to the Authorized User (do not require dealer/installer participation) should be priced with a discount from the manufacturers pricelist. (In these cases, the pricing should be lower than the pricing expressed on the NYS OGS contract).
- The pricing detailed on the Manufacturers Pricelist for installation services for New York State is "not to exceed" pricing. It is the duty of the Authorized User to ensure that Reasonableness of Price is demonstrated for all orders. The Office of General Service - Procurement Services (Procurement Services) strongly suggests that Authorized Users solicit three quotes from approved resellers under the Manufacturers approved reseller list for each project.

In regards to installation, the New York State "Not to exceed" pricing ensures that the prevailing wage rate is met for all counties within New York State. That being said, prevailing wage rates differ widely across New York State Counties. For example; the prevailing wage rate for carpet installers in Albany County is \$50.42 (including supplemental benefits) per hour as compared to the rate in New York City and Southern NY Counties of \$96.35 (including supplemental benefits). All things being equal, the same size project should be notably less in Albany County and other upstate counties than in New York City and Southern NY Counties.

III. **Competition**

As stated in Section II. Reasonableness of Price, Procurement Services strongly suggests that Authorized Users solicit a minimum of three quotes from approved resellers under the Manufacturers approved reseller list for each project. A formal bid is not required under this contract.

A request for quote ("RFQ") would be the easiest method to solicit the resellers under this Contract.

- A. Select a pool of resellers from the list appearing on the OGS website under Contractor Information and then choose the dealer list under the desired Manufacturers name.
- B. Use the Flooring Project quote form template to solicit quotes. The template is located on the *Contractor Information Page*.
- C. Email the reseller pool the template, which should include the date of the Site Visit (see below) and the response due date.

IV. **Site Visit**

Site Visits allow vendors to properly assess the location of where the flooring is to be installed, obtain the proper specs, identify any possible issues that could prevent a successfully finished project, and provide a quote for performing the services outlined. The following list outlines the specifications needed to be certain that the Site Visits are as successful as possible.

- A. Authorized Users shall invite all the resellers that are anticipated to provide a quote for the project.
- B. Authorized Users shall indicate a date and time at which the site visit will occur. Note: *It may be helpful to have a backup date for the resellers who cannot attend the first walk through.*
- C. The date and time of the site visit shall not exceed seven (7) working days after the Authorized User initiates the process.
- D. Authorized User shall make every effort to have building floor plans or blueprints available at time of site visit.
- E. The Manufacturer's representative and/or Dealer/Installer shall visit the site of the proposed work, and familiarize themselves with the extent of the work to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Manufacturer's Representative or Dealer/Installer are responsible for obtaining accurate on-site measurements. Reviewing plans (if available) in no way relieves the Manufacturer's Representative or Dealer/installer of this responsibility.
- F. Manufacturer's Representatives or Dealer/Installer shall measure the areas to receive new flooring to determine the actual number of square yards required to complete the installation. The Manufacturer representative or Dealer/Installer shall complete a Formal Proposal to the Authorized User. The Formal Proposal must accompany all Authorized Users purchase orders.
- G. At the time of the site visit, the Manufacturer's Representative or Dealer/Installer shall allow Authorized User to select carpet color from carpet sample brochures.
- H. Installation of carpet shall be accomplished during Authorized User's business hours. However, with agreement of both parties, installation may be accomplished at night and/or on weekends, as noted on pricing pages.
- I. The Quotation Form/Formal Proposal shall be delivered to the Authorized User no later than seven (7) working days after the site visit.
- J. Any installation requiring more than 5% over the actual square yardage of an area shall be subject to pre-approval by the Authorized User.

V. PURCHASE ORDER PREPARATION BY AUTHORIZED USER

Authorized Users that require installation services are directed to provide one purchase order for the materials purchased off the contracted pricelist including installation of materials in line item detail.

Authorized Users shall specify the following on the purchase order to the manufacturer or the Dealer/Installer:

- a. Contract and commodity numbers for each item.
- b. Manufacturer, style, color name and order numbers for all materials required.
- c. Any additive or deductive options required, by line item, as shown on proposal and quotation form from manufacturer or Dealer/Installer. It shall be shown both by item price and description.
- d. Amount of flooring required and price per square foot or square yard or square foot.
- e. The name, email and telephone number of the Authorized User's representative at the installation site.

- f. Installation method required
- g. Date of Installation
- h. Floor preparation required to accept new flooring and pricing for floor preparation.
- i. A copy of the seam diagram (if applicable) and Quotation Form from the manufacturer or Dealer/Installer shall accompany each Purchase Order issued under this contract.

VI. INSTALLATION

- a. The Authorized User and Manufacturer's Representative or Dealer/Installer shall agree upon an installation date and time.
- b. Manufacturer shall place order in production after receipt of purchase order. Manufacturer shall notify Authorized User's representative (designated on purchase order) within five (5) working days of the estimate arrival date of the carpet. The Authorized User shall also be notified at this time of any mill delays or anticipated scheduling problems.
- c. Manufacturer's Representative or Dealer/Installer shall notify Authorized User's representative upon receipt of floor covering and arrange for installation.
- d. Manufacturer's Representative or Dealer/Installer shall be responsible for removing existing floor covering, unless otherwise specified. The fees for removal shall be stated on the purchase order.
- e. Manufacturer's Representative or Dealer/Installer shall remove and replace all furnishings and movable equipment when specified. Installed equipment that cannot be removed shall necessitate installing floor covering around said equipment, with all edges finished.
- f. Manufacturer's Representative or Dealer/Installer shall not be responsible for moving any computer equipment, electronic equipment; copiers, etc. Libraries, large file rooms, and open office furniture are beyond the normal scope of work required by this contract, and all unusually furnished areas shall have furnishing removed before floor covering is scheduled to be installed. This may be negotiated on a case-by-case basis between the manufacturer's representative or Dealer/Installer and Authorized User.
- g. The Manufacturer's Representative or Dealer/Installer shall be held responsible for the scheduling, receiving, and placement on floors of goods from the manufacturer. Goods shall be delivered to the job site in the manufacturer's bundles and shall be clearly marked as to size, dye lot, and materials. For large jobs, work shall be finished on one floor before starting work on any other floor.
- h. Manufacturer's Representatives or Dealer/Installer and their staff shall have a form of identification on their person at all times on the job site.
- i. There shall be a proper transition between existing flooring materials and the new materials installed. Where needed, exposed edges at doorways, etc., shall be finished with a top-quality metal strip or appropriate transition material/molding. Any base shall be securely attached to the walls, and shall be level and even. Where using carpet base, the base cap shall be glued or nailed/screwed into the wall first, and the carpet shall be cut to fit. All waste material must be removed from the premises and carpet shall be clean and free of debris. Building or Authorized Users dumpsters are not to be used.
- j. Upon completion of installation, any excess materials shall be turned over to the Authorized User's representative at the installation site. The "Attic Stock/Receipt of Materials listing" shall be used to document excess materials. Manufacturer's guide to cleaning and maintenance and all warranty documents shall be provided to Authorized User upon completion of job.

- k. All changes or modifications to the original order shall be made in writing by the manufacturer or Dealer/Installer and approved by Authorized User before any work can be executed. The Change Order/Special Request Form signed by Authorized User must be submitted to the manufacturer for invoicing.
- l. After the job has been completed, the Manufacturer's Representative or Dealer/Installer shall submit the "Contract of Completion Form" to the Authorized User's representative for signature and approval that work has been satisfactorily completed. No payment shall be made until "Certificate of Completion" form has been signed by Authorized User and a copy attached to the invoice.
- m. Job Completion or Remedy of Work: If the Contractor, after receipt of any such written notice fails within seventy-two (72) hours to commence at the job site with performance of the work necessary to complete or remedy all defects, clean-up, etc., the Authorized User shall be entitled to have such work remedied and the Contractor shall be fully liable for all cost and expenses reasonable incurred by the Authorized User.

VII. INSTALLATION COST MONITORING

- a. Standard Floor Preparation – Contractor shall provide standard floor preparation at no additional charge to the Authorized User. Standard floor preparation includes the following:
 - Filling of sporadic hairline cracks 1/8" or less.
 - Filling sporadic small chips and depressions of 1/4" deep and 3/4" in diameter.
 - On wood floors, it includes the filling of sporadic nail or screw holes, and sporadic joints in plywood substrate of 1/8" or less.
 - Broom sweeping of subfloors that are to receive new flooring.
- b. Additional Floor Preparation – Circumstances such as structural damage and unusual floor problems which require work beyond the scope of Standard Floor Preparation shall be described as Additional Floor Preparation on the Authorized users quote form and will be charged on a case by case basis. Additional Floor Preparation must be approved by the Authorized User before any charges may be assessed. Additional Floor Preparation includes:
 - Sanding and scraping residue such as drywall mud, paint overspray, old adhesives etc.
 - Filling or floating damaged concrete slabs.
 - Leveling or skim coating floors.
 - Repair to depressed or raised graining on wood surfaces.
 - Repairing or re-nailing defective underlayment.
- c. Installation Cost Analysis – Procurement Services suggest Authorized Users request the Dealer/Installer provide a breakdown of the number of hours for each task in doing your flooring project installation on their quote form. Authorized Users should keep track the hours spent by the contractor completing the different tasks that they quoted to perform or require the Dealer/Installer submit daily hour worksheet including what work was accomplished in those hours. Requiring the labor hours on the quote form and keeping track of the actual hours spent performing those tasks will allow you to check the reasonableness of the prices bid.
For example; A Dealer/Installer line item quote shows Labor - Carpet Tile installation for 2000 SY at the not to exceed rate of \$8.16/SY for a total of \$16,320.00 If you monitor the number of hours it actually takes to do the installation and for this example the number of hours spent was 130 man hours in Kings County where the Prevailing wage rate with

Supplemental benefits included is \$96.35 You can determine the cost of the labor the Dealer/Installer paid their staff as follows: 130 hours x \$96.35 = \$12,525.00. Deducting the labor cost from the quoted price will result in the profit and overhead amount the contractor made on this line item as follows: \$16,320.00 - \$12,525.00 = \$3,795. This would result in a reasonable profit of roughly 23%.

Using the same numbers in the example above but in Albany County the cost would result as follows: Carpet Tile installation for 2000 SY at the not to exceed rate of \$8.16/SY for a total of \$16,320.00. 130 hours spent to install at the Albany County prevailing wage rate including Supplemental benefits of \$50.42 would be the cost of labor the Dealer/Installer paid their staff as 130 x \$50.42 = \$6,554.00. Deducting the labor cost from the quoted price will result in the profit and overhead amount the contractor made on this line item as follows: \$16,320.00 - \$6,554.00.00 = \$9,766.00. This would result in an excessive and unreasonable profit of roughly 60%.

If you don't have the estimated hours from the dealer/Installer on the quote and don't require the Dealer/Installer provide a daily log of hours and work accomplished in those hours it would be difficult to prove reasonableness of price.

- d. Any installation estimates thought to be excessive or unreasonable either before project completion or after completion should be forwarded to the OGS Contract Administrator to review and investigate further.