

RETAIL BUY AND SELL AGREEMENT

☐ Attached Cut Sheet

Order # _____
Date On Computer _____
Estimated Installation Date _____
Salesman _____

Howard - Carpenter

FLOOR COVERING

Post Office Box 81
Danville, KY 40423

Ph. 859-236-1872 or 1-800-726-7472
email: howardcarpenter@bellsouth.net

IMPORTANT: Customer must sign buy/sell and check method of payment.

Customer Name Garrard County Board of Education Install Date _____
Address 322 W. Maple Avenue Projected Completion Date _____
City LANCASTER Ky 40444 Work Phone _____
Home Phone _____ Job Location _____
Date 4-13-22 Lancaster Elementary

205 Lexington St., LANCASTER

Lancaster Elementary School VCT Floor Renovation:

Tarkett VCT

- 40,552' VCT Tile

- Removal of Old VCT And All glue / adhesive associated

- Prep subfloor, Repair damage, separation, cracks or holes

- New VCT to be adhered with Adhesive with A 95% RH

- Dumpster for all trash to be provided by Howard Carpenter

Johnsonite Covebase

- 6,462 Linear Feet

- Removal of all existing base

- Prep walls, remove All glue / Adhesive

- Install New Covebase with proper Adhesive

- Dumpster for all trash to be provided by Howard Carpenter

* School to move furniture

Terms of Payment: Retail/New House

- a.) 50% down payment, balance due upon completion (COC).
- b.) New house - 25% down, balance due upon completion.
- c.) Financing Available
 - ☐ 3 months same as cash
 - ☐ 6 months same as cash
 - ☐ 12 months same as cash

Grand Total \$ 118,278.00

Job Comments: _____

Customer Initial: _____

BUYER: _____

SELLER: Jesse Bourne

NOTE: All bills over 30 days are charged 1 1/2% interest per month (18% yearly)

Return ALL attachments in this section

ATTACHMENT A:	PROPOSAL RESPONSE- Vendor provided per terms outlined
ATTACHMENT B:	CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS
ATTACHMENT C:	CONFLICT OF INTEREST
ATTACHMENT D:	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
ATTACHMENT E:	NON-COLLUSION STATEMENT
ATTACHMENT F:	STATEMENT OF SUBMISSION
ATTACHMENT G:	ACCEPTANCE OF PROSAL AS CONTRACT

All attachments in this section must be returned including the vendor response form from the product specification packet

ATTACHMENT B:

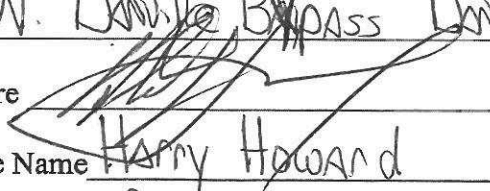
CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

Project: Lancaster Elementary School VCT Floor Renovation

To: Stacy Coffey, Director of Finance
Garrard County Board of Education
322 W. Maple Avenue
Lancaster, KY 40444

In compliance with the REQUEST FOR PROPOSAL, and subject to all the conditions thereof, the undersigned hereby certifies that all items and/or services included in this proposal shall be in compliance with all requirements and technical specifications included in this proposal, except as noted below:

Exceptions:

Name of Company/Individual Howard-Carpenter Floor Covering INC.
Address P.O. Box 81 Danville Ky 40423
461 N. Danville Bypass Danville Ky 40422
Authorized Signature 
Please Print or Type Name Harry Howard
Official Title Owner / President Date 4-13-22
Telephone # 859-236-1872 Fax # 859-236-7114
Email Address jnbounne@bellsouth.net

ATTACHMENT C:

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract; and any solicitation or proposal therefore, in which to his/her knowledge:

- (A) He/she, or any member of his/her immediate family, has a financial interest herein; or
- (B) A business or organization in which he/she or any member of his/her immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- (C) Any other person, business, or organization with whom he/she or any member of his/her immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but is not limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any Board member or employee with procurement authority, or a member of his/her immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the Board member or employee to forfeiture of his/her position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee with procurement authority or Board member of the Garrard County Board of Education.

Howard-Carpenter Floor Covering INC.

Name of Company

Authorized Signature

4-13-22

Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the proposal form in order for your proposal to be qualified.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation on this document.

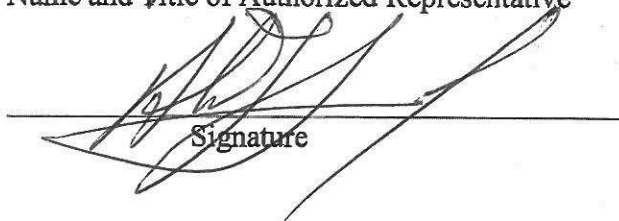
Howard-Carpenter Floor Covering INC.

Company Name

Proposal Reference

HARRY D. HOWARD - President

Name and Title of Authorized Representative



Signature

4-13-22

Date

ATTACHMENT E

NON-COLLUSION STATEMENT

I state that I am President of Howard S. Saperstein FUNDRAISING INC
(Title) (Name of Firm)

and that I am authorized to make this statement on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid or other noncompetitive bid.
- (5) My firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that my firm understands and acknowledges that the above representations are material and important and will be relied on by the schools in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement is and shall be treated as fraudulent in concealment from the schools of the true facts relating to the submission of bids for this contract.

[Signature]
{Signature}
[Title]
{Title}

ATTACHMENT F

STATEMENT OF SUBMISSION

We have read all the conditions and requirements of the request for proposal. In compliance with all general and specific terms and conditions of the RFP, in consideration of the detailed description attached hereto, and subject to the statements of Authentication, Non-Collusion, and Non-Conflict of Interest thereof, the undersigned agrees that, upon proper acceptance by the Garrard County Board of Education of any part of the bid offer within the time stipulated, a contract shall thereby be created in accordance with the specifications for that part of the offer accepted.

Howard Carpenter Floor Covering Inc.
Bidding Firm

Jesse Bourne
Contact Name

P.O. Box 81
Address

jnbourne@bellsouth.net
Contact E-mail

Danville Ky 40423
City, State, Zip

859-236-1872
Phone #

Harry D. Howard
Printed name of Authorized Signatory

Jesse Bourne
Signature

04 / 13 / 22
Date

ATTACHMENT G

ACCEPTANCE OF PROPOSAL AS CONTRACT

I HOWARD-CARPENTER, understand that if my proposal is accepted and approved, this document represents a contract to accept the proposal as submitted.

Harvey D. Howard

Printed name of Authorized Signatory

[Signature]

Signature

4/1/22

Date

Board Chairman

Garrard County Board of Education

Date

RFP

Garrard County Schools will be taking bids on a VCT floor renovation at Lancaster Elementary.

Bids should include:

-Tarkett Brand VCT

- 40,552 Square feet. 3% waste is included in this number.
- Removal of old VCT and all glue/adhesive associated.
- Prep subfloor. Repair damage, separations, cracks or holes.
- New VCT to be adhered with an adhesive with a 95% or higher RH.
- Dumpster for all trash is to be provided by installer.

-Cove Base

- 6,462 Linear feet
- Removal of all existing base
- Prep walls, remove all glue/adhesive.
- Install new cove base with proper adhesive.
- Dumpster for all trash is to be provided by installer.

This project will be completed in phases. Bid winner will be required to store all supplies. This needs to be included in bid if there will be any storage charges. Storage timeline is approximately June 2022 to June 2023.



TECHNICAL AND ENVIRONMENTAL SPECIFICATIONS

CHARACTERISTICS & TECHNICAL PERFORMANCE

	Standard	Tarkett value
Classification	-	Vinyl Composition Floor Tile (ASTM F1066)
Total thickness	ASTM F386	0.125 " (3.18 mm)
Installation method	-	Glue-Down
Pattern	-	Solid, Mineral
Pattern type	-	Mineral
Format Type	-	Tile
Commercial warranty	-	5 years limited

TECHNICAL AND ENVIRONMENTAL SPECIFICATIONS

CHARACTERISTICS & TECHNICAL PERFORMANCE

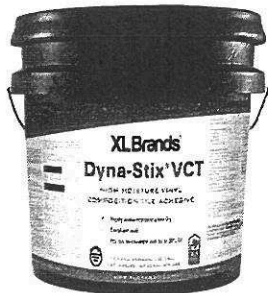
	Standard	Tarkett value
Type of product	-	Wall base
Length	-	120 ft (36.6 m), 4 ft (1.2 m)
Heat stability	ASTM F1514	$\Delta E \leq 8.0$
Total thickness	ASTM F386	0.080" (2.03 mm)
Profile	-	Please refer to the product page.
Length per box	-	120 ft (36.58 m)
Pattern	-	Solid
Commercial warranty	-	2 year limited
Chemical Resistance	ASTM F925	Good
Light Stability	ASTM F1515	$\Delta E \leq 8.0$
Flammability	ASTM E648 (CRF)	Class 1 (≥ 0.45 W/cm ²)
Smoke Density	ASTM E662	< 450
Flame Spread/Smoke Density	ASTM E84	Class B < 450 smoke

SUSTAINABILITY, ENVIRONMENT & INDOOR AIR QUALITY

	Standard	Tarkett value
Total recycled content	-	14 %
ReStart®	-	Yes
Phthalate - free	-	Phthalate-free
Floorscore certified	-	Yes
Recycled Content - Production Waste	-	14 %

Dyna-Stix[®] VCT

XL Brands



HIGH MOISTURE VCT ADHESIVE

SPECIFICALLY FOR THE INSTALLATION OF VINYL COMPOSITION TILE

Dyna-Stix VCT is a solvent-free adhesive that dries translucent. Tiles may be laid into the adhesive for an extended period of time after drying. Aggressive tack permits installers to work off tiles. This low-odor adhesive can be used in occupied environments such as hospitals, schools, nursing homes, hospitality and food preparation centers. **Dyna-Stix VCT** is CRI™ Green Label Plus approved. **Dyna-Stix VCT** is highly water resistant when dry. **Dyna-Stix VCT** contains MicroSept™ Advanced Antimicrobial System to protect the adhesive from bacteria and fungal growth. **Dyna-Stix VCT** has an extended working time provided it remains free of dust and dirt.

SUBSTRATE CONDITIONS

- Use on concrete substrates on or above grade with up to 95% RH (per current ASTM F2170), and pH of 8.0–10.0.

- Approved for use over "cutback" stains. Residue must be scraped clean until only a stain remains.

USE WITH

Vinyl Composition Tile

CERTIFICATIONS

LEED v4 PROGRAM CREDITS (where applicable)

- IEQ Credit 2.1, 2.2: Low Emitting Materials (Adhesives that comply with the requirements of the South Coast Air Quality Management District (SCAQMD) Rule #1168)
- Zero (calculated) VOC content ($\leq 0.5 \text{ mg/m}^3$)
- California Section 01350 compliant
- CRI™ Green Label Plus approved

LIMITATIONS

- Do not allow product to freeze
- Do not use on substrates that have been chemically cleaned or over treated plywood
- Shelf life two years from date of manufacture, in unopened container. Store indoors at a temperature between 65–95°F.

BEFORE YOU BEGIN:

Important: Proper substrate preparations are essential. Moisture testing must be performed and documented before installation begins. Read XL Brands Technical Bulletin titled Substrate Preparation for complete instructions before beginning installation. This document may be found at www.xlbrands.com/resources/technical-bulletins/substrate-preparations-for-adhesives. If you have questions, contact XL Brands Technical Department at 706-508-5907 Mon-Fri, 8:00am - 5:00pm EST before you begin.

USAGE:

Spread adhesive with recommended trowel, and allow adhesive to dry completely before laying tiles. Coverage varies with trowel size and substrate conditions.

OPEN TIME:

15-60 minutes. Adhesive should be allowed to dry until it no longer appears cloudy and does not transfer to finger when lightly touched.

WORKING TIME:

VCT tiles may be placed immediately once the adhesive is dry, and up to 16 hours afterwards, provided the adhesive remains free of dust, dirt, foot traffic or other sources of contamination. Important: The optimum open time and working time will both vary depending on the ambient temperature and humidity, the substrate porosity, and spread rate.

CLEAN UP:

Use a clean wet cloth to clean up adhesive while still wet. Dried adhesive may require the use of an appropriate solvent.

TRAFFIC:

Immediately after the placement of flooring is completed, roll the entire installation in both directions with a 100 lbs. 3-section roller. Follow the flooring manufacturer's installation guidelines; otherwise restrict foot traffic for 24 hours after installation. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation. Wait at least 48 hours before beginning cleaning and polishing, or follow the flooring manufacturer's guidelines. Additional time may be necessary if the installation is over a non-porous substrate. Allow at least five days following the installation before conducting wet cleaning procedures or initial maintenance.

DISCLAIMER:

Users should determine the suitability of this information or product for their own particular purpose or application. Manufacturer is not responsible for the misuse of this product. This Technical Data sheet and the information conveyed herein supersede all previous versions. In the event of any installation warranty claim, XL Brands/Bostik reserves the right to perform other testing as deemed necessary to determine the causes. Warranties for defective or dimensionally unstable floor covering, substrate and underlayment lie with the manufacturer of those products and not with XL Brands/Bostik. Warranty covers only the adhesive bond and does not include responsibility for effects on the applied floor coverings due to exposure to conditions for which they were not designed. XL Brands, MicroSept, Stix and Dyna-Stix are registered trademarks of Bostik, Inc.. CRI is a registered trademark of The Carpet and Rug Institute.

APPLICATION

Porous substrates
Non-porous substrates

TROWEL RECOMMENDATION

1/16" x 1/32" x 1/32" U-notch
1/16" x 1/32" x 5/64" U-notch

COVERAGE

220-260 square feet per gallon
350-400 square feet per gallon

1/16" x 1/32" x 1/32"

1/16" x 1/32" x 5/64"

IMPORTANT: Use the specified trowel, and replace the trowel blade when worn to ensure proper spread rate.

198 Nexus Drive | Dalton, GA 30721 | tel: 800.367.4583 | fax: 706.272.5801