COLUMBUS CONSOLIDATED GOVERNMENT ANNUAL CONTRACT ROUTING MEMORANDUM

DATE:

April 20, 2021

SUBJECT:

CARPET (Annual Contract); RFB No. 21-0023

FROM:

Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contract with Huckaby Brothers Floor Covering, Inc (Phenix City, AL) (Contractor). The firm will provide carpet (roll and tile) and installation services for various offices at the Government Center and other City facilities on an "as needed" basis. The carpet will be for replacement and new carpet installations resulting from building renovations. The term of this contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor. Funds are budgeted each fiscal year for this on-going expense:

<u>Public Works – Facilities Maintenance Division</u>: General Fund – Public Services – Other Maintenance & Repairs – Building Maintenance – Parks & Recreation, Public Safety and General Government; 0101-260-3710-REPA-6527, 6528 and 6529.

Council authorized this contract per Resolution No. 112-21, dated April 13, 2021 (copy is attached).

Signatories	Signatures Required (No initials please)	Date
Purchasing Division Manager Signature of Approval	Jel. m. Comeny	4/20/21
City Attorney: Signature required on Contracts	Cet, City Attorney	4/20/21
City Manager: Signature required on Contracts	Doch Hosen	4/21/21
Clerk of Council: Signature Required on Contracts & Attest/Seal	and the	4/23/21
Buyer: Process / Distribute	Patto Postomo	04/26/21

After all signatures have been applied, please contact Purchasing Division (ext - 3070) for distribution.

CONTRACT

THIS CONTRACT, executed this <u>26 Th</u> day of <u>April</u> 2021, by and between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and Huckaby Brothers Floor Covering, Inc., hereinafter called the "Contractor".

WITNESSETH:

That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:

- 1. That the Contractor met all proposal requirements and was evaluated most responsive for providing CARPET (Annual Contract), per RFB No. 21-0023, and was awarded the Contract by Columbus City Council on Tuesday, April 13, 2021, Resolution No. 112-21, for the contract term of three years, beginning May 9, 2021 through May 8, 2023, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
- 2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated January 22, 2021 (and all addenda thereto), the Contractor's bid dated February 24, 2021 and the proposal clarification documents which are attached hereto as exhibits "A", "B", and "C" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
- 3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

FORM 5

CONTRACT SIGNATURE PAGE

CARPET (Annual Contract) RFB No. 21-0023

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

Government of Columbus, Georgia:	4
32 X	Starte K Huladay
Witness as to the signing of the contract	Signature of Authorized Representative Date
Witness as to the signing of the contract	Stanley K Huckaby President Print Name and Title of Signatory
(Corporate seal, if applicable)	Huckaby Brothers Floor Covering, Inc Company Name
Company Ordering Address	Company Payment Address
3755 HWY 431 North	3755 HWY 431 North
Phenix City, AL 36867	Phenix City, AL 36867
Contact_Stanley K. Huckaby	Contact Gwen Parker
Email rugu2@hotmail.com	Email <u>gwen@huckabybrothers.com</u>
Telephone 334-291-1457	Telephone 334-291-1457
Fax N/A	FaxN/A
CONSOLIDATED GOVERNME Accepted this day of Capab 20 21	ENT OF COLUMBUS, GEORGIA APPROVED AS TO LEGAL FORM:
Isdiali Hugley, City Manager ATTEST:	Clifton C. Fay, City Attorney EXECUTION AUTHORIZED By Resolution No. 112-21
Sandra T. Davis, Clerk of Council	Clerk of Council

RESOLUTION

NO. 112-21

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH HUCKABY BROTHERS FLOOR COVERING (PHENIX CITY, AL) FOR CARPET. BASED ON PREVIOUS YEAR'S PURCHASES, THE FACILITIES MAINTENANCE DIVISION ESTIMATES AN ANNUAL CONTRACT VALUE OF \$84,000.00.

WHEREAS, the Facilities Maintenance Division will procure the carpet (roll and tile) and installation services, on an as-needed basis, for various offices at the Government Center and other City facilities. The carpet will be for replacement and new carpet installations resulting from building renovations.; and,

WHEREAS, the initial term of the contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to execute an annual contract with Huckaby Brothers Floor Covering (Phenix City, AL) for carpet. Funds are budgeted each fiscal year for this ongoing expense for various departments: General Fund — Public Services — Other Maintenance & Repairs — Building Maintenance — Parks & Recreation, Public Safety and General Government: 0101-260-3710-REPA-6527, 6528 and 6529.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 13th day of April 2021 and adopted at said meeting by the affirmative vote of <u>eight</u> members of Council.

Councilor Allen	voting	YES
Councilor Barnes	voting	ABSENT_
Councilor Crabb	voting	YES
Councilor Davis	voting	YES
Councilor Garrett	voting	YES
Councilor House	voting	YES
Councilor Huff	voting	YES
Councilor Thomas	voting	YES
Councilor Tucker	voting	YES
Councilor Woodson	voting	ABSENT

Sandra T. Davis

Clerk of Council

B. H. "Skip" Henderson, III

Mayor

EXHIBIT A

Columbus Consolidated Government

CARPET (Annual Contract)

RFB No. 21-0023

Business Requirements

FORM 7

-om W-9

(Rev. October 2018)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return). Name is required on this line; d				
Huckaby Brothers Floor Covering, Inc. 2. Business name/disregarded entity name, if different from above				
E Doubled Hall a distribution of the control of the				
3 Check appropriate box for federal tax classification of the person whose nar following seven boxes.		one of the 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):		
5 ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation in Single-mamber LLC	i L Partnership L ii	Exempt payee code (if any)		
tollowing seven boxes. Individual/sole proprietor or single-mamber LLC Umited liability company. Enter the tax classification (C~C corporation, S Note: Check the appropriate box in the line above for the tax classification (LC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax p is disregarded	on of the single-member owner. Do nom the owner unless the owner of surposes. Otherwise, a single-mem	the LLC Is gode at any		
Other (see instructions) >		(Applies to accounts mainteined outside the U.S.)		
5 Address (number, street, and apt. or sulte no.) See Instructions. 3755 HWY 431 North	Reque	ster's name and address (optional)		
6 City, state, and ZIP code Phenix City, AL 36867				
7 List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the nar	ne alven on line 1 to avoid	Social security number		
backup withholding. For individuals, this is generally your social security nur resident alien, sole proprietor, or disregarded entity, see the instructions for entities, it is your employer identification number (EIN). If you do not have a	nber (SSN). However, for a Part I, later. For other			
77N, later.	annual control to get a	or		
Note: If the account is in more than one name, see the instructions for line 1 Number To Give the Requester for guidelines on whose number to enter.	. Also see What Name and	Employer Identification number		
Part II Certification				
Under penalties of perjury, I certify that:				
 The number shown on this form is my correct taxpayer identification numing. I am not subject to backup withholding because: (a) I am exempt from batholding in the subject to backup withholding as a result of a fallur no longer subject to backup withholding; and 	ckup withholding, or (b) I have	not been notified by the Internal Revenue		
3. I am a U.S. citizen or other U.S. person (defined below); and				
 The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because. 				
Certification instructions. You must cross out item 2 above if you have been no you have failed to report all interest and dividends on your tax return. For real as acquisition or abandonment of secured property, cancellation of dept, contribution other than interest and dividends, you are not required to sign the gertification, by	tate transactions, item 2 does n	ot apply. For mortgage interest paid,		
Sign Here u.s. person We Forthe	Date ►	02/17/2021		
General Instructions	 Form 1099-DIV (dividends funds) 	, including those from stocks or mutual		
Section references are to the internal Revenue Code unless otherwise noted.		types of income, prizes, awards, or gross		
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gow/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 			
Purpose of Form		om real estate transactions) and third party network transactions)		
An individual or entity (Form W-9 requester) who is required to file an	• Form 1098 (home mortgage	ge interest), 1098-E (student loan Interest),		
information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number	1098-T (tuition) • Form 1099-C (canceled de	abt)		
(SSN), Individual taxpayer identification number (ITIN), adoption		or abandonment of secured property)		
taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other	Use Form W-9 only if you	are a U.S. person (including a resident		
amount reportable on an information return, Examples of information returns include, but are not limited to, the following.	alien), to provide your corre	ot TIN. W-9 to the requester with a TIN, you might		
• Form 1099-INT (Interest earned or paid)		w-9 to the requester with a TrN, you might biding. See What Is backup withholding,		
Cat, No. 10231X		Form W-9 (Rev. 10-2018)		

Page 29 of 41

Logged in as POSTORINO.PATTI | CID: 48005 | Logout Custome Search by TIN, Acct., or N

Mismatched Records

Name

TIN

Check for imported payees with non-matching TIN data and verify new payees

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have the cor

Sovos can take care of your mismatched TINs & B-Notices

Sovos offers the ability to automatically mail the appropriate forms to your mismatched payees and request corrected information. The responses come directly to you, and the W-9/B-Notice solicitations are saved for your reference in File Manager. Depending on your subscription, additional fees may apply.

Print & Mail W-9 Solicitations

Print & Mail B-Notices

The W9 Solicitation button has been disabled as you have already sent your solicitations.

Individual TIN Lookup

Verify individual Payee Social Security and Employer ID numbers.

Name: | Huckaby Brothers Floor Coverin: | TIN:

Verify Payee

TIN Status: PASS OFAC Check: PASS DMF Check: PASS

Download .

Back to Home

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FORM 3

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

as follows: 261983 10/07/2009 Date of Authorization Company ID Number (numerical, 4-7 digits) **See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to access your E-Verify Company Identification Number. Date of Authorization Huckaby Brothers Floor Covering, Inc. Name of Contractor Carpet (Annual Contract); RFB No. 21-0023 Name of Project Columbus Consolidated Government Name of Public Employer I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on February, 23, 2021 in Phenix City (city), AL (state). Signature of Authorized Officer or Agent Stanley K. Huckaby President Printed Name and Title of Authorized Officer or Agent SUBSCRIBED AND SWORN BEFORE ME **NOTARY PUBLIC** My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91,
stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of
services under a contract for
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and
(Name of Contractor)
on behalf of <i>Columbus Consolidated Government</i> has registered with, is authorized to use and uses the federal
work authorization program commonly known as E-Verify, or any subsequent replacement program, in
accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the
undersigned sub-subcontractor will continue to use the federal work authorization program throughout the
contract period and the undersigned sub-subcontractor will contract for the physical performance of services in
satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with
the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the
time of such contract, this affidavit to
timo of such contact, this arrivate to
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-
subcontractor to
Sub-contractor to
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Sub-subcontractor hereby attests that its federal work authorization user identification number and date of
authorization are as follows:
authorization are as follows.
Federal Work Authorization User Identification Number
redefair work redeficient over tabilities and redeficient reduced in the same of
Date of Authorization
* / / \a
Name of Sub-subcontractor
Carpet (Annual Contract); RFB No. 21-0023
Name of Project
Columbus Consolidated Government
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on , , 20 in(city),(state).
Ci
Signature of Authorized Officer or Agent
District AN Tride of Authorized Officer on A cont
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE DAY OF
NOTARY PUBLIC
My Commission Expires:
TO TO THE PROPERTY OF THE PROP

Occupation Tax

City of Columbus, Georgia

Date Issued: June 05, 2020 Expires: December 31, 2020

4. 400540

Renew by: April 1, 2021

Administrative Fee

.

Fee Amount \$75.00

Revenue Code 4140

Fee Type

PAID

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

Occupation Tax Columbus Consolidated Government

License #: 183543 C.O. #: ALABAMA

Business Address:

HUCKABY BROTHERS FLOOR COVERING, INC. HUCKABY, STAN 3755 HIGHWAY 431 NORTH PHENIX CITY, AL 36867-

Account #: 01614001

Mailing Address:

HUCKABY BROTHERS FLOOR COVERING, INC. ATTN: STAN HUCKABY 3755 HIGHWAY 431 NORTH

PHENIX CITY, AL 36867-

HUCKABY BROTHERS FLOOR COVERING, INC.

FLOOR LAYING & OTHER FLOOR CONTRACTORS

Type of Occupation:

Allowed Activities:

Business Name:

023552 DOM FLOOR LAYING & OTHER FLOOR CONTRACTORS

323552 FLOOR LAYING & OTHER FLOOR

CONTRACTORS

000001 ADMINISTRATIVE FEE



Angelica Alexander

FINANCE DIRECTOR

conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city. The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Pat Waldrop	CONTACT Pat Waldrop		
Heritage Insurance Agency Inc	PHONE (A/C, No, Ext): (334) 298-5500 FAX (A/G, No): (3	34) 298-5589		
1610 Broad Street	E-MAIL ADDRESS: pat@heritageagencyinc.net	E-MAIL ADDRESS: pat@heritageagencyinc.net		
P.O.Box 2810	INSURER(S) AFFORDING COVERAGE	NAIC #		
Phenix City AL 36868	INSURERA: Owners Insurance Company	32700		
INSURED	INSURER B: Auto Owners	18988		
HUCKABY BROTHERS FLOOR COVERING, INC.	INSURERC: Alabama Homebuilders Self Ins.	000170		
3755 HWY 431 NORTH	INSURERD: Safety National Casualty Corp.			
	INSURER E :			
PHENIX CITY AL 36867	INSURER F:			
COVERAGES CERTIFICATE NUMBE	P:CL171408025 PEVISION NUMBER			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** LIMITS X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR A 300,000 x 38187686 1/1/2021 1/1/2022 MED EXP (Any one person) 10,000 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 **GENERAL AGGREGATE** POLICY X PRO-PRODUCTS - COMP/OP AGG 2,000,000 OTHER: Hired and Non-Owned Autos 1,000,000 COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** 1,000,000 BODILY INJURY (Per person) ANY AUTO A SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED 4626898505 1/1/2021 BODILY INJURY (Per accident) x 1/1/2022 9 PROPERTY DAMAGE (Per accident) x x HIRED AUTOS 38187686 1/1/2021 1/1/2022 1,000,000 Hired & Non-Owned Autos UMBRELLA LIAB X x OCCUR EACH OCCURRENCE 2,000,000 **EXCESS LIAB** CLAIMS-MADE B AGGREGATE S 2,000,000 4626898506 DED RETENTION \$ 1/1/2021 1/1/2022 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT 1,000,000 Y CD 06439 & SP4064106 1/1/2021 12/31/2021 E.L. DISEASE - EA EMPLOYEE 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Bid#RFB No. 21-0023

Title: Carpet (annual contract)

Columbus Consolidated Government is listed as additional insured on General Liability and Automobile policies.

30 day notice is given in the event of cancellation prior to the expiration date.

Coverage for Workers Compensation is limited to the provisions of the AL Workers Compensation Law.

CER	TIF	CAT	ΈI	HOL	DER

CANCELLATION

Columbus Consolidated Government 100 10th Street Columbus, GA 31902 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01) INS025 (201401)

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EXHIBIT B Columbus Consolidated Government CARPET (Annual Contract) RFB No. 21-0023 Request for Bids

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, Fax 706-225-3033 BidLine 706-225-4536 www.columbusga.org

February 19, 2021

Addendum No. 2

CARPET (Annual Contract) RFB No. 21-0023

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to

acknowledg	e receipt of this addendum may render your bid "incomplete". Company:				
Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:					
Question:	"What steps do we need to complete to be considered as an equivalent to the specified Shaw Carpet?"				
Answer:	Shaw is the standardized brand of carpet for Columbus Consolidated Government. Therefore, the City will only consider bids for the specified Shaw carpet.				

Andrea J. McCorvey Purchasing Division Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, Fax 706-225-3033 BidLine 706-225-4536 www.columbusga.org

January 28, 2021

Addendum No. 1

CARPET (Annual Contract) RFB No. 21-0023

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to

acknowledge	e receipt of this addendum may render your bid "incomplete". Company:
	formed that the above subject Bid is hereby modified, corrected, or supplemented as ribed and set forth in this Addendum:
Question:	"Are vendors allowed to bid on carpet materials only, if we do not offer installation services?"
Answer:	That is not a viable option. We need bidders to handle the carpet and installation; otherwise, we would need to have another contractor install the carpet.

Andrea J. McCorvey Purchasing Division Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: January 22, 2021

REQUEST FOR BIDS:	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:	
	CARPET	
RFB No: 21-0023	(Annual Contract)	
GENERAL SCOPE	Provide carpet (roll and tile and base) and installation services for various offices at the Government Center and other City Facilities. The products and services will be procured on an "as needed" basis. The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods.	
BID SUBMISSION REQUIREMENTS	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. Effective Immediately, bid responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.	
DUE DATE	February 24, 2021 - 2:30 PM (Eastern)	
ADDENDA	IMPORTANT INFORMATION Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.	
"NO BID" RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.	

Andrea J. McCorvey Purchasing Division Manager



IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone:

404-657-6000

Fax:

404-657-8444

Email:

procurementhelp@doas.ga.gov

STATEMENT OF "NO BID" Complete and return this form immediately if you do not intend to Bid: Email: bidopportunities@columbusga.org (706) 225-3033 Attn: Patti Postorino, Buyer Fax: Columbus Consolidated Government Mail: Purchasing Division P. O. Box 1340 Columbus, GA 31902-1340 We, the undersigned decline to bid on your RFB No. 21-0023 for Carpet (Annual Contract) for the following reason(s): Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below) There is insufficient time to respond to the Invitation for Bids. We do not offer this product or service. We are unable to meet specifications. We are unable to meet bond requirements. Specifications are unclear (explain below). We are unable to meet insurance requirements. Other (specify below) Remarks: COMPANY NAME: AGENT: DATE: _____ TELEPHONE NUMBER:

EMAIL ADDRESS:

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

- 1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
- 2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.
- 3. EXECUTION OF THE BID PROPOSAL. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
- 4. BID SUBMISSION. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.
- 5. BID DUE DATE. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.
- 6. BID OPENING. The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent a draft tabulation and may include incorrect price extensions or transcription errors and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.
- 7. LATE BIDS. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.
- 8. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.

- 9. RECEIPT OF TIE BIDS. In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:
 - 1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
 - Award to bidder previously awarded based on favorable prior experience.
 - 3. Award to bidder whose principal place of business is located in the State of Georgia.
 - 4. If feasible, divide the award equally among the bidders.
 - If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
 - 6. If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.
- 10. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

- 11. CONDITIONS AND PACKAGING. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- 12. FREIGHT/SHIPPING/HANDLING CHARGES. All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.
- 13. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS. Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

- 14. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the bidder's responsibility to ensure that they have received all addenda.
- 15. BID EVALUATION AND AWARD. During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.
- 16. TIME FOR CONSIDERATION. Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.
- 17. BID SECURITY AND PERFORMANCE BOND. Bid security (Bid Bond) shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. If the original document is not received within the five (5) days, the bid will not be considered.

When a construction contract is awarded in excess of \$25,000 the successful bidder will be required to furnish a **Performance Bond** executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

- 18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.
- 19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:
 - (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
 - (B) Any irregularities contrary to the General Provisions or bid specifications.
 - (C) Unbalanced unit price or extensions.
 - (D) Unbalanced value of items.
 - (E) Failure to use the proper forms furnished by the Consolidated Government.
 - (F) Failure to complete the proposal properly
 - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
 - (H) Failure to properly sign forms in ink.

The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.

- 20. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.
- 21. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.
- 22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.
- 23. TAXES. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.
- 24. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
- 25. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.
- 26. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.
- 27. INDEMNITY. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.
- 28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.
- 29. AFFIRMATIVE ACTION PROGRAM NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

31. RIGHT TO PROTEST.

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.

- (4) <u>Stay of Procurement During Protests</u>. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.
- 32. FAILURE TO QUOTE. Vendors choosing not to submit a bid are requested to return a Statement of "No Bid".
- **33. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **34. CANCELLATION PROVISIONS.** An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

- 35. QUESTIONS: Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.
- 36. SAMPLES: When samples are required to be included with the proposal response, the bidder will be responsible for the following:
 - Unless otherwise specified, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
 - Affix an identification label to each individual sample to include bidder's name, bid name and number.
 - 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.
- 37. GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.
- 38. PAYMENT DEDUCTIONS: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.
- 39. PAYMENT TERMS: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.
- **40. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

DATE	:	-		
TO: Patti Postorino, Buyer Email <u>BidOpportunities@ColumbusGA.org</u> or Fax 706-225-3033				
RE:	RE: RFB No. 21-0023; Carpet (Annual Contract)			
Que	estions/clarification requests mu	st be submitted at least five (5) the due date:	<u>business</u> d	days before
From:				
From:	Company Name	Website		
	Representative	Email Address		
	Complete Address	City	State	Zip
	Telephone Number	Fax Number		

GENERAL SPECIFICATIONS

CARPET (Annual Contract) RFB No. 21-0023

I. SCOPE

These specifications describe the minimum requirements for the purchase and installation of roll and tile carpet in various offices of the Government Center and other outlaying City facilities. The products and services will be procured on and "as needed" basis.

After contract award, the City reserves the right to add additional related items to this contract. Price guotes will be obtained from the vendor for the additional items.

II. TERM OF CONTRACT

A. The term of contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Director, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval has been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

III. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). *Request for price increases, without documentation, shall not be considered.* Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

- IV. Brand Names: It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturer's names, drawings, trade name, brand names, information and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Such references are not intended to be restrictive; any equivalent products of any manufacturer may be offered. Any bid that is equivalent to or surpasses these specifications will be considered; however, Shaw is the standardized brand of carpet for Columbus Consolidated Government. Therefore, the City will only consider bids for the specified Shaw carpet.
- V. Unit Sizes: Prices shall be quoted by the "UNIT SIZE" as designated on the bid form (pricing page). If the packaging or an item differs from the specifications, the bidder should note the specific packaging information on the bid form adjacent to the item or submit an exceptions page.
- VI. Unit Prices: All shipping, delivery, freight and/or handling charges must be included in unit bid prices. The City will pay no additional shipping, delivery, freight and/or handling charges.
- VII. Units of Measurement: Unit measurements indicated on the bid forms are specified as follows:

Units	<u>Abbreviation</u>	
Square Yard	Sq. Yd.	
Square Foot	Sq. Ft.	
Tube	Tube	
Linear Foot	Ln. Ft.	
Piece / Inch	Pc. In.	

VIII. QUESTIONS / ADDENDA

Questions and requests for clarification must be submitted within five (5) business days of the due date (see pages 8 & 9). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at

https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

IX. INSURANCE

The Contractor shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached Insurance Checklist (See Form 6). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.

The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as, list the applicable project or annual contract name, and/or Solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

X. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html. A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

XI. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

XII. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice.

Effective Immediately, bid responses must be submitted via DemandStar.

See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR. The City reserves the right to request any omitted information, to exclude E-Verify (Form 3) and the form "Communications Concerning This Solicitation" (Form 2), WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete":

- A. Bid Form and Pricing Page: (Form 1 and Page 21)
- B. Communication Concerning This Solicitation (Form 2)
- C. E-Verify/GSICA Form: (Form 3)
- D. Statement of Qualifications and Work Guarantee: (Form 4)
- E. Product Literature: Provide descriptive literature for proposed product.

- F. **Product Warranty**: Provide product warrant information printed on manufacturer's letterhead.
- G. Contract Signature Page (Form 5)
- H. Addenda: Vendors must include acknowledgment of receipt of addenda (if any) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm

Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.

I. Business License: Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

- J. Insurance Checklist / Certificate of Insurance: (Form 6)
- K. W-9 Rev 2018 Request for Taxpayer Identification Number and Certification (Form 7)

XIII. AWARD / NOTIFICATION / FINAL INSPECTION / DELIVERY / INVOICE

- A. Award: This contract will be awarded to the lowest responsive, responsible bidder. The City will be the judge of the factors and will make the award in the best interest of the City. Should the successful bidder not be able to supply the required services, the City reserves the right to procure from other sources. After award of the bid by Columbus Council, the successful vendor will be required to provide contract documents before the contract is executed.
- B. <u>Notification</u>: The carpet products and services will be procured on an "as needed" basis. When carpeting services are required, the Facilities Maintenance Manager (or his designee) will notify the successful vendor of the location, installation time frame, etc. The successful bidder is responsible for notifying the City, at the time an order is placed, if the carpet and/or installation services will be delayed.
- C. <u>Final Inspection</u>: Contractor must obtain final inspection approval from the Facilities Maintenance Manager (or his designee) after work is completed.
- D. <u>Delivery</u>: All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges.
- B. <u>Invoices</u>: The successful vendor shall submit invoices to the City for all products and services. Payment will be processed from priced invoices only. Statements and service tickets are not acceptable. The City will be billed for completed work only and that all service/work orders shall be attached to the invoice. Failure to reference the purchase order number, or contract number, may delay payment of the invoice.

After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward itemized invoice(s) to the following address:

Columbus Consolidated Government Accounting Division / Accounts Payable P. O. Box 1340 Columbus, Georgia 31902-1340

The invoice(s) shall reference the bid number (RFB No. 21-0023) and/or purchase order number.

XIV. TERMINATION OF CONTRACT

Default: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Compensation: Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

TECHNICAL SPECIFICATIONS

CARPET (Annual Contract) RFB NO. 21-0023

I. GENERAL REQUIREMENTS

- A. Provide and install Shaw Contract Group (or equivalent) roll and tile carpet in various offices of the Government Center and other outlaying City facilities. The products and services will be procured on an "as needed" basis.
- B. The successful bidder is responsible for notifying the City, at the time an order is placed, if the carpet and/or installation services will be delayed. (Refer to Page 13, Section X, Item B).
- C. During the course of the contract, the City may occasionally purchase other carpet and related items that are not specified herein. Vendors are requested to provide a percentage discount for additional carpet and related items not listed on the Bid Form (Pricing Page).

II. CARPET REMOVAL AND INSTALLATION REQUIREMENTS

- A. Remove and dispose of all existing carpet
- B. Remove and replace all base molds
- C. Move all furniture necessary to install carpet, and return furniture to original location
- D. Floor surface preparation, adhesive removal, subfloor testing for moisture
- E. Install all carpet in accordance with manufacturer's instructions
- F. Furnish all material, labor and equipment necessary for complete carpet installation
- G. Apply pressure sensitive adhesive to glue down new carpet.

III. WORK SCHEDULE

The work schedule shall be agreed upon by the Contractor and the Project Manager (or authorized delegate) for each job. Generally, the work will be performed between the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday, holidays excluded.

TECHNICAL SPECIFICATIONS

CARPET (Annual Contract) RFB NO. 21-0023

ROLL CARPET

Style Name

Shaw Contract Group - Interplay Ultraloc

Performance Broadloom

Style Number

60589

Construction

Textured loop

Fiber

Eco solution q® nylon

Dye method

100% Solution dyed

	U.S.	Metric
Pattern repeat	None	
Tufted weight	26.0	881.55 g/m ²
Gauge	1/10	39.37 per 10 cm
Stitches per inch	8.0	31.50 per 10 cm
Finished pile thickness	0.116	2.95 mm
Total thickness	0.281	7.14 mm
Average density	8069	15.02 kilotex
Product size	12 foot	3.66 m
Primary Backing	Synthetic	
Secondary Backing	Ultraloc®	
Protective Treatments	SSP® Shaw Soil Protection	
GSA Approved product	Yes	

Testing

Radiant panel

Class I

NBS smoke

less than 450

Electrostatic propensity

less than 3.5 kv

Warranties

Lifetime commercial limited

Installation Method

Direct glue

Environmental Certification

Green label plus certification number glp 2271

NSF140 Gold

Cradle to Cradle v3.0 Silver Certified

Materials

Ingredients

Face Fiber Nylon 6

Dye Method 100 % Solution dyed

Backing Performance Polymer Emulsion

Surface Treatments Non c8 Fluorocarbon Chemistry

Does not contain PVC, phthalates, or PBD/PBDE

Recycled Content

Total recycled content (by weight) 10.0%

Pre-consumer 10.0%

Post-consumer 0.0%

Bio-based/rapidly renewable content (by weight) 0.0%

Packaging 100% Recyclable

Country of origin (manufacture) USA

Meets or exceeds all local and national regulations in country of manufacture.

Manufactured in an ISO9001 & ISO14001 certified facility or equivalent.

Recycled content is calculated using system allocation, mass balance, and direct insertion.

Third Party Certifications

MBDC Cradle to Cradle V3.0 Silver certified

NSF 140 Gold certified

CRI Green Label Plus GLP 2271

USGBC LEED Contributes

TECHNICAL SPECIFICATIONS

CARPET (Annual Contract) RFB NO. 21-0023

TILE CARPET

Style Name

Shaw Contract Group - Color Play Tile

Style Number

59358

Construction

Multi-level pattern loop

Fiber

Eco solution q® nylon

Dye method

89% solution dyed / 11% yarn dyed

	U.S.	Metric
Pattern repeat	None	
Tufted weight	18.0	610.30 g/m ²
Gauge	1/12	47.24 per 10 cm
cm stitches per inch	9.0	35.43 per 10 cm
cm finished pile thickness	0.085	2.16 mm
Total thickness	0.268	6.81 mm
Average density	7624	14.20 kilotex
Product size	24" x 24"	60.96 cm x 60.96 cm
Primary Backing	Synthetic	
Secondary Backing	ecoworx® tile	
Protective Treatments	SSP® Shaw Soil Protection	
GSA Approved product	Yes	
¥ .		
Testing		2
Radiant panel	Class I	

NBS smoke

less than 450

Electrostatic propensity

less than 3.5 kv

Warranties

Lifetime commercial limited

Environmental Certification

Green label plus certification number glp 9968

NSF140 Gold

Cradle to Cradle v3.1 Silver Certified

Materials

Ingredients

Face Fiber Nylon 6

Dye Method 89 % solution dyed / 11% space dyed

Backing Polyolefin composite

Surface Treatments Non c8 Fluorocarbon Chemistry

Does not contain PVC, phthalates, or PBD/PBDE

Recycled Content

Total recycled content (by weight) 36.0%

Pre-consumer 36.0%

Post-consumer 0.0%

Bio-based/rapidly renewable content (by weight) 0.0%

Packaging 100% Recyclable

Country of origin (manufacture)

USA

Meets or exceeds all local and national regulations in country of manufacture.

Manufactured in an ISO9001 & ISO14001 certified facility or equivalent.

Recycled content is calculated using system allocation, mass balance, and direct insertion.

Third Party Certifications

MBDC Cradle to Cradle V3.1 Silver certified

NSF 140 Gold certified

CRI Green Label Plus GLP 9968

USGBC LEED Contributes

☐ Business License 2021

BID FORM

CARPET (Annual Contract) RFB NO. 21-0023

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR ON OR BEFORE February 24, 2021 – 2:30 PM (EST)

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude E-Verify and the form "Communications Concerning This Solicitation". If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following check-list to verify the items are included in sealed bid:

Bid Form Pricing Page (Form 1, Page 21)
Communication Concerning This Solicitation (Form 2)

E-Verify (Form 3)
Statement of Qualifications and Work Guarantee (Form 4)

Product Literature
Product Warranty
Contract Signature Page (Form 5)

☐ Insurance Checklist (Form 6)

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 _____ Addendum No. 2 ____ Addendum No. 3 _____

☐ W-9 Rev 2018 (Form 7)

Email Address

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia for the following:

Authorized Signature	Prin	t Name	Date
Please	circle and initial if Business is	{Minority} or {Woman} Owned:	
If cert	fied as a DBE or WBE, list the	e certifying agency:	
Not N	inority. Woman or DBE owne	d (please initial)	

***COMPLETE ALL PAGES AND RETURN WITH BID ***

Vendor Business Name

PRICING PAGE

CARPET (Annual Contract) RFB No. 21-0023

*All shipping, delivery, and/or freight charges must be included in the Unit Cost; Columbus Consolidated Government will not pay additional shipping, delivery and/or freight charges.

DESCRIPTION	*UNIT COST
I. ROLL CARPET	
Carpet Removal and Installation per Section II of the Technical Specifications – Roll Carpet <u>under</u> 50 Sq. Yd.	\$ Sq. Yd.
Carpet Removal and Installation per Section II of the Technical Specifications – Roll Carpet <u>over</u> 50 Sq. Yd.	\$ Sq. Yd
Provide Roll Carpet only (without installation)	\$ Sq. Yd.
Provide Carpet Removal and Disposal only (without new installation)	\$ Sq. Yd.
I. TILE CARPET	
Carpet Removal and Installation per Section II of the Technical Specifications	\$ Sq. Yd.
Provide tile carpet only (without installation)	\$ Sq. Yd.
Provide Tile Removal and Disposal only (without new installation)	\$ Sq. Yd.
I. CARPET BASE	
Provide and Install 4" carpet rubber base per Section II of the Technical Specifications	\$ Ln. Ft.
Provide and Install 6" carpet rubber base per Section II of the Technical Specifications	\$ Ln. Ft.
Provide and Install rubber base corners per Section II of the Technical Specifications	\$ Pc. In.
Provide carpet base glue per Section II of the Technical Specifications	\$ Tube
Provide 4" carpet rubber base only (without installation)	\$ Ln. Ft.
Provide 6" carpet rubber base only (without installation)	\$ Ln. Ft.
I. MISCELLANEOUS	
Percentage discount for unspecified carpet and related items	% Discount
Additional time and labor to dismantle and reassemble cubicles	\$ / hour

Company Name	Authorized Signature	Date

RFB No. 21-0023 CARPET (Annual Contract) Page 21 of 41

FORM 2

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE OUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (numerical, 4-7 digits) **See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES	Date of Authorization to access your E-Verify Company Identification Number.
Date of Authorization	
Name of Contractor	
Carpet (Annual Contract); RFB No. 21-0023 Name of Project	
Columbus Consolidated Government Name of Public Employer	
I hereby declare under penalty of perjury that the for	egoing is true and correct.
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Age	ent
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF,	20
NOTARY PUBLIC My Commission Expires:	

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned *subcontractor* verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

services under a contract for	
(Name of subcontractor or sub-subcontractor with who	m such sub-subcontractor has privity of contract) and
(Name of Co	ntractor)
on behalf of <i>Columbus Consolidated Government</i> has reg work authorization program commonly known as E-Verify accordance with the applicable provisions and deadlines es undersigned sub-subcontractor will continue to use the fed contract period and the undersigned sub-subcontractor will satisfaction of such contract only with sub-subcontractors the information required by O.C.G.A. § 13-10-91(b). The time of such contract, this affidavit to	istered with, is authorized to use and uses the federal v, or any subsequent replacement program, in stablished in O.C.G.A. § 13-10-91. Furthermore, the teral work authorization program throughout the contract for the physical performance of services in who present an affidavit to the sub-subcontractor with
(Name of subcontractor or sub-subcontractor with who Additionally, the undersigned sub-subcontractor will forw subcontractor to	
(Name of subcontractor or sub-subcontractor with whom s Sub-subcontractor hereby attests that its federal work authorization are as follows:	cruch sub-subcontractor has privity of contract) orization user identification number and date of
Federal Work Authorization User Identification Number	
Date of Authorization	
Name of Sub-subcontractor Carpet (Annual Contract); RFB No. 21-0023 Name of Project	
Columbus Consolidated Government Name of Public Employer	
I hereby declare under penalty of perjury that the foregoing	
Executed on,, 20 in	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
SUBSCRIBED AND SWORN BEFORE ME	
ON THIS THE DAY OF	_,20
NOTARY PUBLIC	
My Commission Expires:	

STATEMENT OF QUALIFICATIONS & WORK GUARANTEE

CARPET (Annual Contract) RFB No. 21-0023

Company Name:		
Permanent Main Office Address:		ye i
When was company organized? If a Corp	poration, when/where incorporated?	
How many years have you been engaged	in this business under your present	company/trade name?
General character of work performed:		
	npany has performed within the last	(3) years, stating contract value and
Company Name/Address	Contact Person	Telephone Number
List personnel that will be assigned to this	s project and their qualifications:	
	et and/or defaulted on a contract? If	so specify when, where, and with
Provide statement of Warranty and Guara	intee of Work?	
	Permanent Main Office Address: When was company organized? If a Corp How many years have you been engaged General character of work performed: ist at least 3 similar projects that your contonth/year of completion. Company Name/Address List personnel that will be assigned to this Have you ever failed to complete a project m:	Company Name/Address Contact Person List personnel that will be assigned to this project and their qualifications: Have you ever failed to complete a project and/or defaulted on a contract? If

COMPLETE AND RETURN THIS PAGE WITH BID

CONTRACT SIGNATURE PAGE

CARPET (Annual Contract) RFB No. 21-0023

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

Witness as to the signing of the contract	Signature of Authorized Representative Date
Witness as to the signing of the contract	Print Name and Title of Signatory
(Corporate seal, if applicable)	Company Name
Company Ordering Address	Company Payment Address
Contact	Contact
Email	Email
Telephone	Telephone
Fax	Fax
CONSOLIDATED GOVERS Accepted this day of	NMENT OF COLUMBUS, GEORGIA APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra T. Davis, Clerk of Council	_

SOLICITATION ID: RFB No. 21-0023

CARPET (Annual Contract)

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits	Bidders
X	1. Worker's Compensation and	(Figures denote minimums) STATUTORY	Limits/Response
	Employer's Liability	REQUIREMENTS	DWARF CIVITY IS NO STUBBLE AND A SECURITY OF A PER
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
Х	Independent Contractors and Sub Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rati	ng of A-VII or its equivalents	
X	23. Notice of Cancellation, non-renew shall be provided to City at least 30 da	val or material change in coverage	
X	24. The City shall be named Addition		
X	25. Certificate of Insurance shall show		
	26. Pollution:	\$2 Million per occurrence/claim	

^{*}If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the require	d Certificate(s).
BIDDER NAME:	
AUTH. SIGNATURE:	

***COMPLETE THIS PAGE AND RETURN WITH BID ***

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	Revenue Service	▶ Go to www.irs.gov/FormW9 for in:	structions and the late	est inforr	nation.		. 757	31800 20		107000
	1 Name (as shown	on your income tax return). Name is required on this line; of	do not leave this line blank.							
	2 Business name/d	isregarded entity name, if different from above								
Print or type. See Specific Instructions on page 3.	following seven by Individual/sole single-member	proprietor or Corporation Scorporation	n Partnership	☐ Tru	one of the	4 Exem certain e instructi Exempt	entitles ons on	, not inc page 3	lividua):	
Print or type.	Note: Check t LLC if the LLC another LLC to	he appropriate box in the line above for the tax classification is classified as a single-member LLC that is disregarded that is not disregarded from the owner for U.S. federal tax pure for the tax of the owner should check the appropriate box for the	on of the single-member or rom the owner unless the o purposes. Otherwise, a sing	wner. Do owner of t gle-memb	he LLC Is		any)			
bec	Other (see Ins	tructions) > , street, and apt. or suite no.) See instructions.		Deguesi	er's name	(Applies to			outside	the U.S.)
8	5 Address (number	, street, and apt. or suite no.) See instructions.		Request	er s name .	ina addre	ss (op	ionaij		
Ø.	6 City, state, and Z	IP code								
	7 List account num	ber(s) here (optional)				******		10000		
Par	Taxpay	er Identification Number (TIN)								
	your TIN in the app	propriate box. The TIN provided must match the na			Social se	curity nur	nber			
reside	nt alien, sole propi	individuals, this is generally your social security nu- rietor, or disregarded entity, see the instructions for ver identification number (EIN). If you do not have a	Part I, later. For other	2041/2007		_		-		
TIN, la	iter.	THE STATE OF THE PROPERTY OF THE STATE OF T	- 12 E		or					
		more than one name, see the instructions for line in nuester for guidelines on whose number to enter.	I. Also see What Name	and [Employer	Identifica	ition n	umber		=
rianio	or ro dive the rieq	garage to garage at the second				-				
Part	Certific	cation							1	
Under	penalties of perjur	y, I certify that:								
2. I an Ser	n not subject to ba vice (IRS) that I am	n this form is my correct taxpayer identification num okup withholding because: (a) I am exempt from ba I subject to backup withholding as a result of a fallu ackup withholding; and	ckup withholding, or (b)) I have n	ot been n	otified b	y the I	nternal	Reve	enue at I am
		other U.S. person (defined below); and								
		ntered on this form (if any) indicating that I am exem						edito bool	allan ar b	
you ha	ve failed to report a	s. You must cross out item 2 above if you have been n all interest and dividends on your tax return. For real es ent of secured property, cancellation of debt, contribut aidends, you are not required to sign the certification, l	state transactions, item 2 ions to an individual retir	does no	t apply. Fo	r mortga t (IRA), ar	ge inte	erally, i	id, oavme	ents
Sign Here				Date ►						
Ger	neral Instr	uctions	 Form 1099-DIV (difunds) 	vidends,	including	those fro	om sto	ocks or	mutu	al
noted.		the Internal Revenue Code unless otherwise	 Form 1099-MISC (proceeds) 	(various t	ypes of in	come, p	rizes,	awards	, or g	ross
related	to Form W-9 and	For the latest information about developments its instructions, such as legislation enacted if, go to www.irs.gov/FormW9.	 Form 1099-B (stock transactions by broken) 		ual fund s	ales and	certa	in othe	r	
	oose of For	14. 	• Form 1099-S (proc							
An ind	lividual or entity (Fo	orm W-9 requester) who is required to file an ne IRS must obtain your correct taxpayer	 Form 1099-K (men Form 1098 (home : 1098-T (tuition) 							
identif	ication number (TII	N) which may be your social security number	• Form 1099-C (can	celed de	bt)					
		r identification number (ITIN), adoption ımber (ATIN), or employer identification number	• Form 1099-A (acqu	uisition or	abandon	ment of s	secure	d prop	erty)	
(EIN), amour	to report on an info nt reportable on an	ormation return the amount paid to you, or other information return. Examples of information	Use Form W-9 onl alien), to provide you	ur correc	t TIN.					
	s include, but are r n 1099-INT (interes	ot limited to, the following. It earned or paid)	If you do not return be subject to backup later.							

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Allens and Foreign

Nonresident alien who becomes a resident alien. Generally, only a nonresident allen individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- You do not certify your TIN when required (see the instructions for Part II for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line '

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

- If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.
- a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I-A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.
 You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:		
1. Individual	The individual		
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual or the account ¹		
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account		
Custodial account of a minor (Uniform Gift to Minors Act)	The mlnor ²		
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹		
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹		
Sole proprietorship or disregarded entity owned by an individual	The owner ³		
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*		
For this type of account:	Give name and EIN of:		
Disregarded entity not owned by an individual	The owner		
9. A valid trust, estate, or pension trust	Legal entity ⁴		
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation		
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization		
2. Partnership or multi-member LLC	The partnership		
3. A broker or registered nominee	The broker or nominee		

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
 Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) 	The trust

- List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.
- *Note: The grantor also must provide a Form W-9 to trustee of trust.

 Note: If no name is circled when more than one name is listed, the
 number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- . Ensure your employer is protecting your SSN, and
- . Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scarn the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.ldentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, pavers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

APPENDIX A

DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm.

Failure to submit electronic responses via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an <u>Electronic Proposal Submission Requirements</u> Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

RFB No. 21-0023 CARPET (Annual Contract) Page 35 of 41

ELECTRONIC BID SUBMISSION REQUIREMENTS CHECKLIST

CARPET (Annual Contract) RFB No. 21-0023

Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL DOCUMENTS" function.

The City will not consider any information submitted as "Supplemental Documents".

Vendors shall submit one PDF file of proposal. Zip files with multiple folders will not be accepted.

Due to file size limitations, please do not re-send the City's full specifications document as this information is already on file.

Please submit your electronic bid response as indicated below: (Scan all pages as one PDF file and submit in "Bidders Response ALL Documents
1. BID FORM AND PRICING PAGE (Form 1 and Page 21)
2. COMMUNICATION CONCERNING THIS SOLICITATION (Form 2)
3. E-VERIFY / GSICA FORM (Form 3)
4. STATEMENT OF QUALIFICATIONS AND WORK GUARANTEE (Form 4)
5. PRODUCT LITERATURE
5. PRODUCT WARRANTY
6. CONTRACT SIGNATURE PAGE (Form 5)
7. ADDENDA (IF ANY)
8. BUSINESS LICENSE 2021
9. INSURANCE CHECKLIST / CERTIFICATE OF INSURANCE (Form 6)
10. W-9 Rev 2018 (Form 7)

<u>NOTE</u>: After award of contract by Columbus City Council, the awarded vendor will be notified to provide two (2) identical hard copies of submitted bid proposal with original signatures.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- · The ability to quickly view the contractual terms and scope of work
- All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

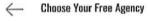
REGISTER	Create an Account with DemandStar
Go to: https://www.demandstar.com/registration	You are one step away from picking your free government agency
The party www.destrial reduction to the reduction	Email Address
	Your email address here
	Company Name
	Your company name here
	I accept the DemandStar Torms of Use and Privacy Policy

-1:

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2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

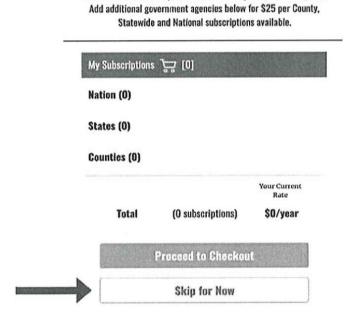


Receive full access to the government agency of your choice and receive advance notifications of new opportunities.



3 CHECK OUT

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on
the page where it gives you options to add
additional counties and States



SIGN UP

Visit www.demandstar.com



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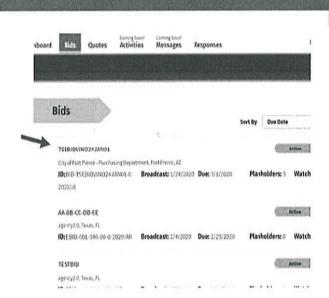
Responding to an Electronic Bid

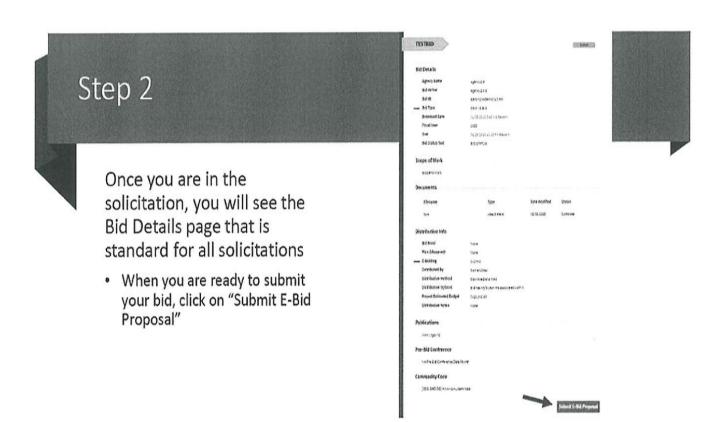
5 Step Instructions

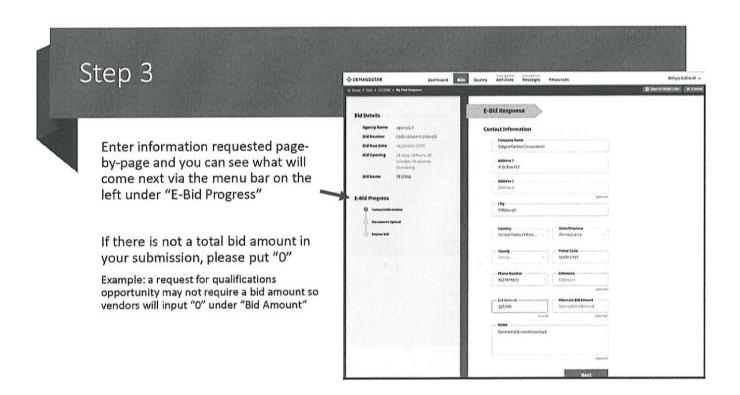
Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

· Click on the solicitation name







Step 4

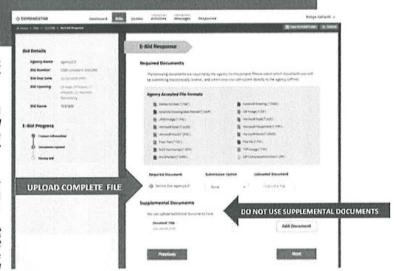
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing <u>only</u> the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Out of fairness to all vendors, the City will not consider any information submitted using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm.



Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

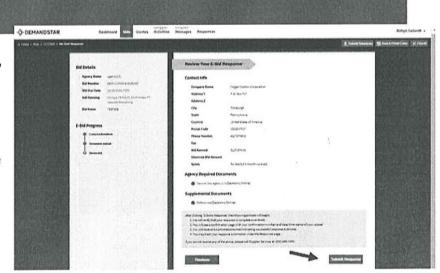


EXHIBIT C

Columbus Consolidated Government

CARPET (Annual Contract)

RFB No. 21-0023

Huckaby Brothers Floor Covering, Inc.

Bid Submission

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, Fax 706-225-3033 BidLine 706-225-4536 www.columbusga.org

February 19, 2021

Addendum No. 2

CARPET (Annual Contract) RFB No. 21-0023

acknowledge receipt of this ad	f Addenda must be included with sealed bid. Failure to dendum may render your bid "incomplete".
Initials: SKI	Company: Nock, BY BRUS. Flooding

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "What steps do we need to complete to be considered as an equivalent to the specified

Shaw Carpet?"

Answer: Shaw is the standardized brand of carpet for Columbus Consolidated Government.

Therefore, the City will only consider bids for the specified Shaw carpet.

Andrea J. McCorvey Purchasing Division Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, Fax 706-225-3033 BidLine 706-225-4536 www.columbusga.org

January 28, 2021

Answer:

services?"

Addendum No. 1

CARPET (Annual Contract) RFB No. 21-0023

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to

acknowled Initials:	ge receipt of th	is addendum may render yo Company: High	our bid "incomplete". BY BROS. Flouk Covering	
		e above subject Bid is hereby orth in this Addendum:	modified, corrected, or supplemented as	3
Question:	"Are vendors	allowed to bid on carpet ma	terials only, if we do not offer installatio	n

That is not a viable option. We need bidders to handle the carpet and installation; otherwise, we would need to have another contractor install the carpet.

Andrea J. McCorvey Purchasing Division Manager

BID FORM

CARPET (Annual Contract) RFB NO. 21-0023

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR ON OR BEFORE February 24, 2021 - 2:30 PM (EST)

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude E-Verify and the form "Communications Concerning This Solicitation". If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following

check-list to verify the items are included in sealed bid: ☑ Bid Form Pricing Page (Form 1, Page 21) ☐ Communication Concerning This Solicitation (Form 2) E-Verify (Form 3) ☑ Product Warranty ☑ Contract Signature Page (Form 5) Product Literature ☐ Insurance Checklist (Form 6) El Business License 2020 ☑-W-9 Rev 2018 (Form 7) Initial below to acknowledge receipt of the following addenda (if any): Addendum No. 1 _ Addendum No. 3 _____

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia for the following:

ering, Inc	rugu2@hotmail.com	
	Email Address	
Stanley K. Huckaby	02/17/2021	
Print Name	Date	
	Y	
itial if Business is {Minority} or {W	oman} Owned:	
E or WBE, list the certifying agency	·	
man or DBE owned (please initial) _	2,14	
	Stanley K. Huckaby Print Name itial if Business is {Minority} or {W	Stanley K. Huckaby 02/17/2021 Print Name Date itial if Business is {Minority} or {Woman} Owned: E or WBE, list the certifying agency:

COMPLETE ALL PAGES AND RETURN WITH BID

PRICING PAGE

CARPET (Annual Contract) RFB No. 21-0023

*All shipping, delivery, and/or freight charges must be included in the Unit Cost; Columbus Consolidated Government will not pay additional shipping, delivery and/or freight charges.

DESCRIPTION	*UNIT CO	OST
I. ROLL CARPET		
Carpet Removal and Installation per Section II of the Technical Specifications – Roll Carpet <u>under</u> 50 Sq. Yd.	\$ 21.95	Sq. Yd.
Carpet Removal and Installation per Section II of the Technical Specifications – Roll Carpet <u>over</u> 50 Sq. Yd.	\$ 20.95	Sq. Yd
Provide Roll Carpet only (without installation)	\$ 14.00	Sq. Yd.
Provide Carpet Removal and Disposal only (without new installation)	\$ 3.00	Sq. Yd.
I. TILE CARPET		
Carpet Removal and Installation per Section II of the Technical Specifications	\$ 34.90	Sq. Yd.
Provide tile carpet only (without installation)	\$ 25.90	Sq. Yd.
Provide Tile Removal and Disposal only (without new installation)	\$ 3.00	Sq. Yd.
I. CARPET BASE		
Provide and Install 4" carpet rubber base per Section II of the Technical Specifications	\$ 2.15	Ln. Ft.
Provide and Install 6" carpet rubber base per Section II of the Technical Specifications	\$ 2.75	Ln. Ft.
Provide and Install rubber base corners per Section II of the Technical Specifications	\$ 4.00	Pc. In.
Provide carpet base glue per Section II of the Technical Specifications	\$ 6.00	Tube
Provide 4" carpet rubber base only (without installation)	\$.75	Ln. Ft,
Provide 6" carpet rubber base only (without installation)	\$ 1.40	Ln. Ft.
I. MISCELLANEOUS		
Percentage discount for unspecified carpet and related items	109	6 Discount
Additional time and labor to dismantle and reassemble cubicles	\$ 45.00	/ hour

Huckaby Brothers Floor Covering, Inc.

Company Name

2.17.21 Date

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CL'ARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. \I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: Huckaby Brothers Floor Covering, Inc	
Print Name of Authorized Agent: Stanley K. Huckaby	
Signature of Authorized Agent: State Khalab	

STATEMENT OF QUALIFICATIONS & WORK GUARANTEE

CARPET (Annual Contract) RFB No. 21-0023

1.	Company Name: Huckaby Brothers Floor Covering, Inc.				
2.	Permanent Main Office Address: 3755 HWY 431 North Phenix City, AL 36867				
3.	04/06/1002				
4.	How many years have you been engaged in this business under your present company/trade name? 29 years				
5.	General character of work performed:	Furnish & install flooring			
	List at least 3 similar projects that your conth/year of completion. Company Name/Address	mpany has performed within the Contact Person	last (3) years, stating contract value and Telephone Number		
	Phenix City Board of Education Phenix City, AL 36867	Nathan Walters	334-468-0118		
	Muscogee County School District Columbus, GA 31901	David Pierce	706-748-2861		
	Columbus Consolidated Government Columbus, GA	Johnny Harp	706-653-4075		
	List personnel that will be assigned to the SEE ATTACHED PERSONNEL L				
	Have you ever failed to complete a proje	ct and/or defaulted on a contract	? If so specify when, where, and with		
).	Provide statement of Warranty and Guara SEE ATTACHED WARRANTY OF CONSTRUCT		9		
		6			
	Signature of Authorized Represen	tative	Stanley K. Huckaby President Print Name and Title of Signatory		

COMPLETE AND RETURN THIS PAGE WITH BID

7. Personnel

- Stanley K. Huckaby, President, lead commercial estimator, has over 30 years in the flooring industry. He will be project & installation inspector.
- Gwen Parker, Office Manager, 24 years experience in handling all aspects of contracts, billing, & payroll processing.
- Mark Huckaby, lead installer, 27 years flooring installation experience, will be the superintendent on all projects.

Huckaby Brothers Floor Covering, Inc.

3755 Highway 431 N. Phenix City, AL 36867 (334) 291-1457 • Fax (334) 298-1547

WARRANTY OF CONSTRUCTION

Pursuant to the terms of the contract for construction, dated,		
between Huckaby Brothers Floor Covering, Inc. , subcontractor, and		
contractor, for the construction of and / or imp	rovements to:	
in accordance with the plans and specification contract, the undersigned hereby guarantees material or workmanship furnished or performe contract: that we will substitute, in it's place, we the Owner or the Prime Contractor, any material defects within one (1) year(s) from the dather Owner with finished and approved new main acceptable condition (or pay for said repairing condition), to the satisfaction of the Owner, and other work damaged by such defects or substitute we will pay for any and all other expenses included the guarantee and for compliance herewith.	that there are no defects in the ed by us in the execution of said then notified, without expense to rials or workmanship that shows ate of acceptance of the project by aterials: that we will repair and put ing and putting in to acceptable by other materials, furnishings, or itutions or replacements, and that turred or incidental to the execution	
Date of Completion	Stanley K. Huckaby President	



SOLICITATION ID: RFB No. 21-0023

CARPET (Annual Contract)

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
Х	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	*Please see attached certificate*
	Comprehensive General Liability:	是1507年。自然基本的特殊的15位。第二次,并且将2003	
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
х	3. Independent Contractors and SubContractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	 Personal and Advertising Injury Liability 	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond	2 11 6 1 1 6 1	
	17. Builder's Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
20. Contractor Pollution Liability		\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

^{*}If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the <u>Bidders Limits/Response</u> column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract,	, I will comply with contract insurance requirements and provide the required Certificate(s).
BIDDER NAME: H	luckaby Brothers Floor Covering, Inc
AUTH. SIGNATURE:	Hule X Hulal - see attached Certificate of Insurance

***COMPLETE THIS PAGE AND RETURN WITH BID ***

ShawContract^o

Color Play Tile

Product Type

Carpet Tile

Collection

No Rules 59358

Style Number Construction

Multi-Level Pattern Loop

Fiber

Eco Solution Q® Nylon 89% Solution Dyed / 11% Yarn Dyed

Dye Method Primary Backing

Synthetic

Secondary Backing Protective Treatments

Ecoworx® Tile

Recommended

SSP® Shaw Soil Protection

Adhesive

Shaw 5000, Shaw 5100, Shaw 4151, LokDots, LokWorx, Shaw 3800 or Shaw 5036

24 in x 24 in

61 cm x 61 cm

47.2 per 10 cm

36.5 per 10 cm

Product Size Area per Carton

48 ft2

metric 4.46 m²

> 2.16 mm 0.282 g/cm²

9.52

Pieces per Carton

12 pes 1/12 in

Gauge Stitches 9.0 per in

Finished Pile Thickness 0.085 in

Average Density

7624 oz/yd3

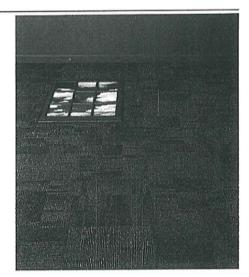
Kilotex

0.268 in Total Thickness

Tufted Weight

18 oz/yd²

6.81 mm 610.3 g/m*



product permits installation with various dye lots.

Recommended Installation Method









Coordinating Products

Carpet Tile: Vast Tile, Infinite Tile, Tangle Tile, Tempt Tile, Link Tile, Linage Tile, Byline Tile, Blox Tile, Kinetic Tile, Captivate Tile, Intrigue Tile, Chroma Tile, Spectrum Tile

Performance + Testing

Antimicrobial Assessment

Passes (AATCC-174) (When installed using Shaw 5036 adhesive)

Pill Test

Pass

Radiant Panel

Class I

Less Than 450

Electrostatic Propensity

Loss Than 3,5 kv GLP9968

CRI Green Label Plus (GLP) ADA Compliance

>0.6, meets the recommended static coefficient of friction

for ADA walking surfaces and accessible routes*

Warranties

Lifetime Commercial Limited Warranty

Corporate Hisologuarters +1 800 257 7420 | +1 706 532 7084 | Alfanta +1 404 653 7420 | Bargaluru +01 80 677 31200 | Belgaluru +01 80 677 3120 | Belgaluru +01 80 677 3120

ShawContract^o

Color Play Tile

Product Transparency

Shaw Contract is dedicated to providing clients with a building chemistry that's safe and dependable. Working together, we will help you meet your goals as they perfain to material health. EcoWorx products with Eco Solution Q nylon are Cradie to Cradie Certified™ Silver and assessed for Impacts on human health and the environment. This product can be recycled. When it's time to replace, we can collect and recycle it through our Environmental Guarantee.

Attributes + Certifications

Cradle to Cradle Certified™

Health Product Declaration (HPD)

Environmental Product Declaration (EPD)

Living Building Challenge (LBC)

Declare

NSF 140 CRI Green Label Plus (GLP)

Building Research Establishment (BRE) Good Environmental Choice Australia (GECA)

Singapore Green Label

CE Marking (EN 14041) Environmental Guarantee* Total Consuled Control

Silver Level (Version 3.1)

1,000 ppm Disclosure

3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804

Free of Red List Chemicals

LBC Compliant

Gold

GLP9968 Certified

Certified Certified

Approved **3rd Party Certified**

Free Pickup & Delivery Available North America

LEED Contribution Credit

MR Credit: Building Product Disclosure and Optimization Environmental Product Declarations - Option 1; Environmental Product Declaration (EPD)

MR Credit: Building Product Disclosure and Optimization Material Ingredients - Option 1: Material Ingredient Reporting

MR Credit: Building Product Disclosure and Optimization Material Ingredients - Option 2: Material Ingredient Optimization

MR Credit: Building Product Disclosure and Optimization Sourcing of Raw Materials - Option 2: Leadership Extraction Practices

EQ Credit: Low Emitting Materials Option 1: Product Category Calculations MR Credit: Interiors Life-Cycle Impact Reduction Option 3: Design for Flexibility

HPD (Version 2.1) or C2C Silver Level (Version 3.1)

C2C Silver Level (Version 3.1)

Environmental Guarantee: Free Pickup & Delivery Available North America

3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804

Green Label Plus Certification: GLP9968

Ecoworx Tile with Lokdots Installation System

Additional Information

* To learn more about the recyclability of our products and our Environmental Guarantee, please visit shawcontract.com/sustainability.

"Meets or exceeds all local and national regulations in country of manufacture.

"This carpet is manufactured to be ADA compliant; but to be fully ADA compliant, the end-user must ensure the carpet is adhered to the floor and installed as outlined in the ADA standards,

Installation Guidelines

Maintenance Guidelines











Specifications are subject to nominal manufacturing varience. Material supply and/or manufacturing processes may necessitate changes without notice. This product is an exclusive design and may not be duplicated in any manner. Use of

this design in the creation of another product design is also strictly prohibited.

















© 2021 Show industries Group, Inc., a Herkshire Hathaway Company February 17, 2021

Warranty

Carpet Tile Lifetime Commercial Limited Warranty For Ecoworx®

Shaw Industries, Inc. ("Company") warrants this EcoWorx[®], EcoWorx[®] NT, EcoWorx[®] PX, EcoWorx[®] Walkoff carpet tile products with non-solution-dyed yarn (such as skein dye, beck dye, space dye or a combination of non-solution-dyed yarns) when used in the proper fit-for-use indoor commercial applications. The warranty belongs to you, the original end-use purchaser, and begins when you purchase the carpet and extends for the limited warranty period stated above and for the original installation. The warranty is further limited to the period of time the carpet is owned and maintained by the original end-use purchaser. The basis of any warranty-related claim is the original Company or authorized dealer invoice.

The carpet must be installed in accordance with the Company's installation guidelines and specifications. The product must be maintained in accordance with the Company's cleaning and maintenance guidelines and such product care must continue throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation and carpet care guidelines are available through your dealer, the website, or from a service representative at the phone number below.

WHAT THE WARRANTY COVERS

Under normal use during the warranty period when installed and maintained as recommended, the Company warrants the following:

- Abrasive Wear This carpet using our approved face fiber will lose no more than 10% of the pile face fiber, by weight. This warranty does not cover appearance retention, matting, crushing, and normal appearance changes.
- Static Protection This carpet will not generate static build-up in excess of 3.5 kV as tested by AATCC Test Method 134.
- Edge Ravel This carpet will not edge ravel.
- Tuftbind/Zippering This backing system will provide superior tuft bind properties.
- Delamination This backing will not delaminate from the face carpet.
- Dimensional Stability This backing will provide dimensional stability, per the AACHEN Test.

WHAT CONDITIONS APPLY?

- You must comply with jobsite and floor preparation conditions. See product-specific installation guidelines.
- Any moisture-related testing (calcium chloride, relative humidity and pH) is not the responsibility of the Company and all issues related to moisture, including any carpet-related issues, are excluded from this warranty.

230 Douthit Ferry Road | Cartersville GA 30120 | USA | 1 800.257.7429 | shawcontract.com

Factoristics and provide and of the state of

Warranty

- For best results, ambient temperatures should remain above 50°F and the ambient humidity should not fall below 40% RH.
- Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet.
- Replacement carpet will come only from current running-line products comparable to the warranted product.

This warranty does not cover the following:

- Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like).
- Damage from flooding or excessive moisture from existing moisture or alkalinity-related issues.
- Burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation.
- General soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminates which degrade or destroy yarn or the color of the carpet.
- Carpet which has been surface treated with materials not recommended by the Company or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by the Company.

WHAT IF YOU NEED WARRANTY SERVICES

You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.

WHAT WE WILL DO

If we find a defect covered under this warranty, we will repair the affected area to conform to the warranty. If repair is not commercially practical, the Company may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for product, freight and labor for claims filled within the first 15 years. After 15 years, the Company will pay only for product. Any costs incurred for moving equipment, furnishings, partitions and the like that were installed over the Company's commercial product will be at the customer's expense.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw Industries

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2

Warranty

Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw industries inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State.

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Revision: 04102020

Interplay

Product Type

Broadloom

Style Number

60589 **Textured Loop**

Construction

Eco Solution Q® Nylon

Fiber Dye Method

100% Solution Dyed

Primary Backing

Synthetic Secondary Backing Ultraloc®

Protective Treatments

SSP® Shaw Soll Protection

Recommended Adhesive

u.s.

Product Size Gauge

12 ft 1/10 in

7.5 per In Stitches 0.116 in

Average Density

8069 oz/yd3 Kilotex

Total Thickness

Tufted Weight

Finished Pile Thickness

Installation Pattern Repeat

0.281 in 26 oz/yd² попе

14.62 7.14 mm 881.5 g/m²

2,95 mm

0.299 g/cm³

Shaw 1000, Shaw 1200, Shaw 3600 or Shaw 1036

metric

3.66 m

39.4 per 10 cm

30.5 per 10 cm

Recommended Installation Method

Direct Glue, Double Glue, Stretch-In

Performance + Testing

Antimicrobial Assessment

Pass Pill Test

Radiant Panel NBS Smoke

Class I Less Than 450 Less Than 3.5 kv

Electrostatic Propensity CRI Green Label Plus (GLP)

ADA Compliance

GLP2271

>0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes***

Passes (AATCC-174) (When installed using Shaw 1036 adhesive)

Warranties

Lifetime Commercial Limited Warranty

Corporate Hoodquarters +1 (60 257 7429 | -1 709 532 7994 | ASanta +1 404 853 7429 | Bengalum +91 60 6773 0202 | Builting +66 10 6563 568 | Chicago +1 312 467 1333 | Dubal +971 4 594 6568 | Floring Noing +682 2625 027 | Dubal +971 4 594 6569 | Part | Part

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ShawContract®

Interplay

Attributes + Certifications

Cradle to Cradle Certified***

Health Product Declaration (HPD)

Environmental Product Declaration (EPD) NSF 14D

CRI Green Label Plus (GLP)

GSA

CE Marking (EN 14041) Environmental Guarantee*

Total Recycled Content Product Packaging

Country of Origin**

Silver Level (Version 3.1) Per GHS SDS Disclosure

3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804

Gold GLP2271

Approved **3rd Party Certified**

Pickup & Delivery Available in Americas

11% (Pre-Consumer 11% | Post-Consumer 0%)

100% Recyclable

USA

LEED Contribution Credit

MR Credit: Building Product Disclosure and Optimization Environmental Product Declarations - Option 1: Environmental Product Declaration (EPD)

MR Credit: Building Product Disclosure and Optimization Material Ingredients - Option 2: Material Ingredient Optimization 3rd Party Certified in Accordance with ISO14044, ISO14025 & EN15804

C2C Silver Level (Version 3.1)

INICCIO DE CALCOUS DE MADE GEO HIGOMAI ESPARANTE IN COMENY DE MORMANTES, (MISTORIO DE 181 AFFICE DO CALCE DE 1810). "This carpet is manufactured to be ADA compliant, but to be fully ADA compliant, the end-user must ensure the carpet is adhered to the floor and installed as outlined in the ADA standards.

Installation Guidelinea Maintenance Guidelines Specifications are subject to nominal manufacturing variance. Material supply and/or manufacturing processes may necessitate changes without notice.

This product is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another product design is also strictly prohibited.

Visit stawcontract.com/texting for more information.













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Warranty

Broadloom Lifetime Commercial Limited Warranty With Stain And Color

Shaw Industries, Inc. ("Company") warrants this EcoWorx® broadloom, Ultraloc® Pattern,
StaLok® broadloom products with 100% Eco Solution Q, Solution Q, or Extreme solution—dyed yarn or other
solution dyed yarns when used in the proper fit—for—use indoor commercial applications. The warranty belongs to
you, the original end—use purchaser, and begins when you purchase the carpet and extends for the limited
warranty period stated above and for the original installation. The warranty is further limited to the period of time
the carpet is owned and maintained by the original end—use purchaser. The basis of any warranty—related claim
is the original Company or authorized dealer invoice.

The carpet must be installed in accordance with the Company's installation guidelines and specifications. The product must be maintained in accordance with the Company's cleaning and maintenance guidelines and such product care must continue throughout the duration of the original installation. Damage resulting from a failure to follow installation and cleaning/maintenance guidelines will not be covered under this warranty. Installation and carpet care guidelines are available through your dealer, the website, or from a service representative at the phone number below.

WHAT THE WARRANTY COVERS

Under normal commercial use during the warranty period when installed and maintained as recommended, the Company warrants the following:

- Abrasive Wear This carpet will lose no more than 10% of the pile face fiber, by weight. This warranty does
 not cover appearance retention, matting and crushing and normal appearance changes.
- Static Protection This carpet will not generate static build-up in excess of 3.5 kV, during the warranty
 period as tested by AATCC Test Method 134.
- Stain This carpet will resist permanent stains caused by spills of all acid-based substances.
- Colorfastness to Light and Atmospheric Contaminants This carpet will not display a significant change in
 color due to exposure to light or exposure to atmospheric contaminants (Ozone or Oxides of Nitrogen).
- Tuftbind/Zippering This backing system will provide superior tuft bind strengths consistent with accepted
 industry standards for this type of backing.
- Delamination This backing will not delaminate from the face carpet,
- Edge Ravel This carpet will not edge ravel when seams are properly sealed according to installation guidelines.
- Pattern Matching of Seams This backing will allow pattern matching within acceptable industry standards, regardless of pattern repeat size, when installed with seam sealer in accordance with installation guidelines.

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Warranty

WHAT CONDITIONS APPLY?

- For jobsite and floor preparation conditions, see product-specific installation guidelines.
- The Company requires seam sealer, properly applied per Shaw's Commercial Installation Guidelines, to minimize or prevent yarn from raveling and fraying at the seams.
- Any moisture-related testing (calcium chloride, relative humidity and pH) is not the responsibility of the Company and all issues related to moisture, including any carpet-related issues, are excluded from this warranty.
- Chair pads are recommended under roller caster chairs to inhibit premature wear of the surface of the carpet.
- Replacement carpet will come only from current running-line products comparable to the warranted product.
- In order to make a stain claim under this guarantee, the owner must have attempted to remove the stain
 within (3) three working days after occurrence of the spill using the Company's recommended cleaning
 procedures and must notify the Company immediately if stain removal is not successful.
- The owner must allow a Company representative to attempt to remove the stain. If, under testing and analysis performed by the Company, and subject to other limitations set forth herein, the tested carpet or the cleaned area is found to have a rating of less than 8 under the AATCC 175, Stain Resistance of Pile Yarn Floor Covering Test, the Company will pay for the attempted removal of the stain by the Company representative and replace the original carpet in the affected area, up to 100 times the size of the stain, free of charge, including installation. If the stain is removed as warranted, all stain removal costs will be the responsibility of the owner.

This warranty does not cover the following:

- Carpet installed on stairs or in areas subject to abnormal foot-traffic use (i.e. golf spikes, other spiked footwear, ski boots, and the like).
- Damage from flooding or excessive moisture from existing moisture or alkalinity related issues.
- Burns, cuts, fading, matting, pills, pulls, odor, soiling, staining, tears or damage due to improper installation.
- General soiling, discoloration, appearance change due to pile distortion, and exposure to substances or contaminates which degrade or destroy yarn or the color of the carpet.
- Carpet which has been surface treated with materials not recommended by the Company or which have been subjected to abnormal use or to cleaning agents or maintenance methods not recommended or approved by the Company.

WHAT IF YOU NEED WARRANTY SERVICES

You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided.

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Warranty

A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.

WHAT WE WILL DO

If we find a defect covered under this warranty, we will repair the affected area to conform to the warranty. If repair is not commercially practical, the Company may, at its sole option, replace the affected carpet or refund the proportional purchase price for the affected area. The Company will pay the reasonable costs for product, freight and labor for claims filed within the first 15 years. After 15 years, the Company will pay only for product. Any costs incurred for moving equipment, furnishings, partitions and the like that were installed over the Company's commercial product will be at the customer's expense.

NOTE: The warranty is not transferable. It extends only to the original end use purchaser. Shaw Industries Inc. does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product. Shaw industries Inc. shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

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Revision: 10012019

700 series

14 In THE HEA

wall base





Proven. Flooring Experiences



Roppe Corporation 1602 N. Union Street P.O. Box 1158 Fostorie, Ohio USA 44830-1158 t: (419) 435.8546 tf: (800) 537.9527 f: (419) 435.1056 www.roppe.com e-mall: sales@roppe.com

2. Product Description

Roppe 700 Series Wall Base is designed for use in both commercial and residential wall base applications. Easier to work with and providing more flexibility than vinyl base products, Roppe's unique blend of thermoplastic rubber and vinyl makes the 700 Series an attractive and economical choice for a variety of applications.

Gauge: 1/8" nominal (3.175mm)
Height: 2 ½" (63.5mm), 4" (101.6mm), 6" (152.4mm) all nominal
Styles: Coved & straight styles in 2 ½", 4", 6" all nominal
Lengths: 48" (1.22m) nominal lengths & 120" ft (36.576m) nominal

Pre-Formed Corners: Available in Inside Standard Toe, Outside Standard Toe and Outside No Toe, in 2-1/2" (63.5mm), 4" (101.6mm) and 6" (152.4mm) nominal heights. All Corners have nominal return lengths of 3" (76.2mm). Pre-Formed Available Colors: Pre-formed inside and outside thermoplastic rubber wall base corners are avallable in the same colors as 700 Series Wall

Inside & Outside Rubber Corner Blocks Gauge: Nominal 17/32" (13.49mm) Width: Nominal 1" (25.4mm)

Height: Available in all heights matching 700 Series Wall Base Rubber Corner Blocks Height: custom order height as needed.

Roppe recommends that corner blocks be ordered at least ¼" taller than the finished height of the wall base that it will be used with. Any necessary corner height reductions can be achieved by simply trimming the bottom end of corner blocks. Colors: Available in all 70 colors that coordinate with the 700 Series Wall Base

Inside & Outside Rubber Corner Blocks Attached Wings Gauge: Nominal 3-64" (1.19mm) Wing Width: 1" each side of corner block



Standard Toe: For many installations



3. Technical Data

Roppe 700 Series Base meets Federal Specification F-1861 for Type TP Thermoplastic Rubber,

- Thickness: ASTM F-386, 1/8" (3.175mm) ±0.15" 90±5
- Hardness: 90±5
- Flexibility: ASTM F-137, 1/4" (6.35mm) mandrel, no cracking or

- Staining: ASTM F-1861 Section 12, compiles, no staining. Light Resistance: ASTM F-925, compiles (chemical listed in ASTM F-1861, 8.4.1-8.4.11)
- Dimensional Stability: ASTM F-1861, complies ±.25% x length
- Squareness: 90 degrees ±.5 degrees.

4. Installation* (Visit roppo.com for complete Installation Instructions)
All material is to be delivered to the installation location in its original packaging with labels intact. The installation area, unboxed wall base and adhesive are to be maintained between 65° (19°C) and 85° (30°C) for at least 48 hours before installation, during installation and thereafter. Proceed with the installation only when the conditions are proper and correct. Inspect all material for proper type and color. A bond test should be performed at least 72 hours prior to the scheduled installation to ensure the surface is suitable and there should be extreme difficulty in removing the wall base from the surface.

ROP 215 Wall Base Adhesive is an Acrylic Based Adhesive specifically formulated for the Installation of 700 Series Wall Base and 700 Series Factory Inside and Outside Corners. For the installation of Rubber Corner Blocks, Roppe Pinnacle Wall Base Adhesive is required.

5. Maintenance* (Visit ropps.com for complete Mointenance Instructions)
Wipe off residue with a smooth clean cloth slightly dampened with cool water, remove the water with a clean soft cloth, and allow the wall base to dry.

6. Availability and Cost

Products are available through Roppe distributors. Contact Roppe Customer Service (800) 537-9527 or visit <u>www.roppo.com</u>.

7. Technical Assistance
Technical service information and assistance may be obtained by calling Roppe Customer Service at 1-800-537-9527, or by visiting

Samples may be obtained by may be obtained by calling Roppe Customer Service at 1-800-537-9527, or by visiting www.roppe.com.

8. Limited Warranty

Roppe Corporation manufactures and markets its wall base, 700 Series, which is warranted for a period of (1) year from Date of installation to be free of defects in material and workmanship.

*For complete installation and maintenance instructions visit www.roppe.com.

Roppe 700 Series Wall Base



Section 9 Resilient Flooring

Warranty

Roppe Corporation manufactures and markets its wall base product under the trade names 700 Series Wall Base is warranted for a period of one (1) year from date of installation to be free of defects in material and workmanship. Roppe has a two (2) year (See Limited Wear Warranty) Limited Wear Warranty on Roppe 700 Series Wall Base for non-transit use, based by product design and installation purpose, if installed, maintained, and used strictly in accordance with Roppe's written instructions and installed with the recommended Roppe adhesive. Roppe will not warranty 700 Series Wall Base against fading or discoloration when exposed to direct sunlight or indirect sunlight. Refer to Roppe Product Specification Sheet before proceeding with installation. For any applications not listed, do not proceed with installation regardless of the circumstance. Instructions may be obtained from a Roppe distributor or by writing Roppe, Attention: Sales Service Manager, P.O. Box 1158, Fostoria, OH, 44830. Notice of any defect must be made in writing to Roppe within thirty (30) days after buyer learns of the defect. No merchandise is to be returned prior to Roppe's inspection and written approval. Buyer's sole and exclusive remedy against Roppe and Dealer for claims arising hereunder for any and all losses and damages resulting from any cause shall be a pro rata credit based on the period remaining in this Limited Warranty toward the purchase of new Roppe 700 Series Wall Base. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Roppe 700 Series Wall Base. In no event shall Roppe be liable for incidental or consequential damages, even if some other provision of this Limited Warranty is unenforceable. Buyer waives all other claims and remedies of any nature. Roppe 700 Series Wall Base is not designed for use in or near commercial kitchens or for outdoors use. Roppe shall have no liability whatsoever to Buyer in the event the goods become defective if such defect is caused in whole or part by cuts, tears, vandalism, fire, willful destruction, damage from high heels, spiked footwear, improper installation, improper maintenance, subfloor and/or substrate irregularities, accidents, natural causes, or acts of God. Roppe will not be liable for labor costs or lost profits resulting from the use of or inability to use the product. Roppe will not be liable for labor costs for material that is installed with obvious defects. Products designated as "seconds", "mill run", "non-conforming", not being of first quality, are sold as-is and Roppe makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular use. These warranties are expressly in lieu of any other warranties expressed or implied. By retaining Roppe's merchandise for more than five (5) days after receipt of such merchandise, Buyer agrees that it accepts the terms of this Limited Warranty and that there are no warranties or rights beyond those contained herein. All claims must be made in writing and sent to Roppe, Attn: Claims Manager, P.O. Box 1158, Fostoria, Ohio, 44830. All claims for surface defects or variations in color or pattern must be delivered to Roppe in writing before the product is installed. Roppe will not accept the return of any product without prior written approval of the Roppe Claims Department.

* Limited Wear Warranty Terms (Products: 700 Series Wall Base Wall Base)

Roppe 700 Series Wall Base



Section 9 Resilient Flooring

If excessive wear is suspected, the original purchaser must notify Roppe Corporation in writing and permit an inspection of the flooring material. If Roppe Corporation determines excessive wear, and the flooring material has been properly installed and maintained, Roppe Corporation will replace the flooring material based on the following terms:

A. Terms

a. Within One-Year: If excessive wear is determined by Roppe within one (1) year of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or place the defective material. Roppe will also pay reasonable labor cost once submitted in writing and approved.

b. After One-Year & Within Two-Years: If excessive wear is determined by Roppe after one (1) year & within two (2) years of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or place the defective material. Roppe will not be held liable for labor cost.



Material Safety Data Sheet

May be used to comply with OSHA's Hazard Communication Standard, 29 CPR 1910.1200

Standard must be consulted for specific requirements

Identity

700 Series Wall Base

U. S. Department of Labor

Occupational Safety & Health Administration

Non-Mandatory Form

Form Approved OMB No: 1218-0072

Note: Blank spaces are not permitted. If any item is not applicable or no

information is available, the space must indicate that.

Section I

Manufacturers Name

Roppe Corporation

Address: Number, Street, City, State, Zlp Code

1602 N. Union Street

Fostoria, Ohlo 44830-1158

Emergency Telephone Number

(419) 435-8546

Telephone number for information

(419) 435-8546

Date Prepared:

September 25, 2006

Signature of Preparer

I. Chopra

Section II - Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity: Common Name(s): OSHA PEL ACGIH TLV Other Limits

Recommended

Di-(2-ethylhexyl)phthalate (CAS# 117-81-7)

5mg/m³ 5mg/m³ N/A N/A

% Optional

The product is a vinyl compound, considered an article under 29CFR 1910.1200.It is not anticipated to present an exposure hazard in its intended use/design and contains no chemicals reportable under OEHHA Proposition 65, except DOP

Section III - Physical/Chemical Characteristics

Boiling Point:	N/A
Vapor Pressure:	N/A
Vapor Density:	N/A
Solubility in Water:	0

Specific Gravity(H ₂ O=1):	1.1 - 2.1
Melting Point:	N/A
Evaporation Rate:	N/A
Butyl Acetate=1	7

Appearance and Odor.

Vinyl extruded products in various colors. No appreciable odor,

Section IV - Fire & Explosion Hazard Data

Flash Point: (Method Used)

Flammable Limits:

LEL N/A

UEL N/A

Extinguishing Media:

Water, foam dry chemical or carbon dioxide. Carbon dioxide is not recommended for use on Class A fires as lack of cooling capacity may result in re-ignition.

Special Fire Fighting Procedures:

Wear self contained breathing apparatus and full protective clothing

Unusual Fire & Explosion Hazards:

Combustion products - hydrogen chloride, carbon monoxide, carbon dioxide, hydrogen sulfide, nitrogen oxide, heavy dense smoke may occur

Section V - Reactivity Data

Stability

Unstable Stable X Conditions to avoid: Heat, open flame, sparks

Incompatibility (Materials to avoid) Avoid contact with acetal or acetal copolymers with amine containing material during processing.

Hazardous Decomposition or Byproducts:

Hazardous Polymerization:

May occur

Conditions to avoid: None known

Will not occur X

Section VI - Health Hazard Data

Route of Entry:

Inhalation N/D

N/A

Skin N/D

Ingestion N/D

Health Hazards (Acute and Chronic) N/A

Carcinogenicity:

ARC Monographs 7

NTP

N/A

OSHA Regulated?

N/A

Signs and symptoms of Exposure N/A

Medical Conditions Generally Aggravated by Exposure: N/A

Emergency First Aid Procedures: N/A

Section VII - Precaution for Safe Handling and Use Steps to be taken in Case the Material is Released or Spilled

Waste Disposal Method:

Material to be disposed in Accordance to Local, State and Federal Regulations. If incinerated, recognition should be made that hydrogen chloride gas is liberated.

Precautions to be Taken Handling or Storage: Store away from heat or sunlight:

Other Precautions: N/A

Section VIII - Control Measures

Respiratory Protection (Specific Type): N/A

Ventilation:

Local Exhaust N/A Mechanical (General) N/A Special N/A Other N/A

Protective Gloves:

N/A

Eye Protection: N/A

Other Protective Clothing or Equipment: N/A

Work/Hygienic Practices:

Wash skin with soap and water before eating, drinking or smoking. Do not ingest.

The information above is believed to be accurate and represents the best information currently available to us. However we make no warranty of merchandisability or any other warranty, express or implied, with respect to such information, and we assume no

700 Series Wall Base

Proven. Flooring Experiences

Maintenance

- 1. Initial Maintenance
- Allow 72 hours after installation for proper curing of the adhesives
- Clean the wall base with a neutral pH cleaner and a soft wet cloth
- Do not use detergents or abrasive cleaners as they will dull the look of the wall base
- Avoid repeated contact with vacuums with a beater bar or electric brooms with hard plastic bottoms and no padding as this may cause discoloration, scratching and loss of gloss
- 2. Weekly Maintenance
 - Dust the wall base to remove any dirt or particulates accumulated on the wall base
 - Remove any spills or other large deposits of dirt and / or debris
- 3. Wall Base Protection Devices
 - When moving in appliances or heavy furniture, it is always wise to protect the floor and wall base from scuffing and tears by using something to protect the floor and wall base