

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER
OFFICE: (334) 705-5121
FAX: (334) 705-5128**

BID DATA

BID NUMBER: 17001
COMMODITY TITLE: Carpet Replacement
USER DEPARTMENT: Library
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: October 24, 2016

BID OPENING

DAY/DATE: November 14, 2016
TIME: 2:00 p.m.
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
PO Box 390
Opelika AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for **Carpet Replacement** as per the attached specifications for the City of Opelika Cooper Memorial Library. Bids must be received by **2:00 PM on November 14, 2016**, at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:
City of Opelika of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

PART ONE GENERAL TERMS AND INSTRUCTIONS

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.2.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.4 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceed the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.5 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self-addressed envelope with their bid.
- 1.6 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.7 Uniforms orders shall be placed on a per item as needed basis.
- 1.8 The successful vendor shall ensure meeting delivery instructions.
- 1.9 **By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

- 1.10 **Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).**

SECTION II SUBMISSION OF BID

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 **Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department. Please make sure bids are sealed mailed or drop off at the City of Opelika Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.
- 3.2 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.3 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.4 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.5 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit

price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.

- 3.6 Alabama Bid Law allows a Local Preference to a responsible bidder and having a place of business in the county or the Standard Metropolitan Statistical Area if the bid is no more than 5% greater than the bid of the lowest responsible bidder.
- 3.7 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.8 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

SECTION IV BILLING AND PAYMENT

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika
Accounting Department
PO Box 390
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.
 - 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V ESCALATION CLAUSE

- 5.1 The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract for the purchase of uniforms, ONLY when the following conditions are met:
 - 5.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 5.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
 - 5.1.3 Failure to comply with above requirements shall deem the prices to be in effect for the entire life of the contract.
 - 5.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.

- 5.1.5 The City of Opelika reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
- 5.1.6 In case of default by the vendor, the City may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

SECTION VI ADDENDA AND INTERPRETATIONS

- 6.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 6.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

SECTION VII REFERENCES

- 7.1 List at least two references for which you have completed a project comparable in scope.

SECTION VIII INSURANCE

- 8.1 The contractor, at its own expense, shall keep in force and maintain during the life of the contract, the amount listed below:

Workmen’s Compensation – Statutory:

Employer’s Liability - \$100,000.00

Comprehensive General Liability:

Limits of Liability - Bodily Injury	\$1,000,000.00 Each Occurrence
	\$ 500,000.00 Aggregate

- Property Damage	\$ 100,000.00 Each Occurrence
	\$ 100,000.00 Aggregate

Automobile Liability – Comprehensive Form:

Limit of Liability -

Combined Single Limit	\$ 500,000.00
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Uninsured motorist -

Combined Single Limit	\$ 25,000.00
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- 8.2 The successful bidder shall be required to provide insurance certificates naming the City of Opelika as additional insured prior to any work being performed.
- 8.3 *The successful bidder shall be able to provide security bonding of employees that would assure protection from any loss to the City of Opelika.*

SECTION IX IDEMNITY PROVISIONS

- 9.1 The contractor shall indemnify and hold harmless the City of Opelika and its agents and employees from and against all claims, damages, losses, demands, payments, suits, actions, recoveries, and judgments of every nature and description and expenses, including attorneys’

fees, arising out or resulting from the performance of the work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and is caused in whole or in part by a negligent act or omission of the contractor or its representative whose loss was an act of negligence.

SECTION X SITE INSPECTIONS

10.1 For an on-site inspection please contact Mike Hilyer at 334-705-5413.

SECTION XI BID GUARANTIES

11.1 All bidders on construction projects in excess of \$10,000.00 shall file with this bid either a certified check payable to the City of Opelika for an amount not less than five (5) percent of the estimated cost or of the contractor's bid but in no event more than \$10,000.00; or a bid bond payable to the City of Opelika in an amount of not less than five (5) percent of the estimated cost or of the contractor's bid, but in no event more than \$10,000.00.

SECTION XII DELIVERY

12.1 Time is of the essence in the completion of work encompassed by this bid. Contractors shall commence work within 10 days following the Notice to Proceed. Contractor shall pursue the work continuously after commencement of the job.

12.2 Contractors shall state in the bid submitted the number of calendar days after receipt of an order required for the delivery.

12.3 All work under this Contract must be completed within fifteen (**15**) days of the issuance of the Notice-to-Proceed. A Contractor's ability to perform all of the work within the required time shall be a primary consideration in the awarding of the Bid.

SECTION XIII ADDENDA

13.1 The issuance of a written addendum is the only official method whereby interpretation clarification or additional information can be given. If an addendum is issued to this Bid, the City will notify all known vendors, however, it shall be the responsibility of each vendor, prior to submitting their bid, to contact the Opelika Purchasing Office at (334) 705-5120 to determine if addendums were issued and to make such addendum a part of their bid proposal.

SECTION XIV CONTRACTORS LICENSES

14.1 All Bidders bidding in amounts exceeding that established by the State Licensing Board for General Contractors must be licensed under the provisions of Title 34, Chapter 8, code of Alabama, 1975, and must show evidence of license before bidding or bid will not be received or considered by the Engineer; the Bidder shall show such evidence by clearly displaying the license number on the outside of the sealed envelope in which the Proposal is delivered.

14.2 All firms doing business in the City of Opelika are required to be licensed in accordance with City's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

SECTION XV INSPECTION

- 15.1 The City of Opelika shall have the right to inspect any materials, components, equipment, supplies, service or completed work specified herein. Any of said items not complying with these specifications are subject to rejection by the City. Any rejected materials or work shall be replaced at the entire expense of the successful bidder.

SECTION XVI EXISTING CONDITIONS

- 16.1 It is the bidder's responsibility to become fully acquainted with the conditions of the work areas. Submission of a bid will assume that the bidder has included all labor and materials necessary in the bid price to fully complete the work. Construction operations and safety are the exclusive responsibility of the Contractor. Bidders shall satisfy themselves that the work can be completed within the time set forth in the Contract. Bidders shall also familiarize themselves with, and shall comply with, the requirements of all federal, state and local laws and ordinances which may directly or indirectly affect the work of its prosecution, persons engaged in or employed on the work and the materials or equipment used in the work. The City will not make adjustments or compensations for losses caused by failure to become familiar with the site and its requirements to complete the project.

SECTION XVII IRREGULAR PROPOSALS

- 17.1 Proposals may be rejected if they contain any omissions, alterations of form, additions not called for, conditional bid, alternate bids unless called for, incomplete bids or irregularities of any kind.

SECTION XVIII DISQUALIFICATION OF BIDDERS

- 18.1 If there is reason to believe that collusion exists among the bidders, any or all bids may be rejected, and participants in such collusion may not be considered in future bids.

SECTION XIX LIQUIDATED DAMAGES

- 19.1 Time is an essential element in the contract. As the prosecution of the work will inconvenience the public, obstruct traffic and interfere with business, it is important that the work be pressed vigorously to completion. Also the cost to the Owner for the administration of the contract, and inspection for the work under project will be increased as the time occupies in the work lengthened. Therefore, for each day that work remains uncompleted after the time specified, the contractor shall pay to the City of Opelika the sum of \$100.00 per day until the work is completed. Liquidated damages will be deducted from the final invoice due the contractor.

SECTION XX PROTECTION AGAINST DAMAGE

- 20.1 It is the responsibility and liability of the Contractor to protect all surrounding areas, surfaces, furniture, and equipment. Prior to payment of the Contractor, all damage resulting from the Contractor's operations doing work under the contract shall be repaired or replaced, as directed by and to the satisfaction of the City of Opelika at the Contractor's expense.

SECTION XXI CHANGE ORDERS

- 21.1 No change in work shall be performed without a written change order being prepared and approved by the City of Opelika. If the City of Opelika during the progress of this work so desire to request extra work that is not listed as a pay item in the bid, the contractor may perform such work with the proper approval and a formal change order approved and signed.

SECTION XXII GUARANTEE

- 22.1 Workmanship performed under this contract shall be guaranteed for a period of one (1) year against any and all defects in installation from the date of acceptance of the City of Opelika. Material shall be guaranteed for 15 years.

**Opelika Power Services
Cooper Memorial Library Carpet Replacement
Specifications
17001**

Replace all carpet on main floor of Cooper Memorial Library

1. Bookshelves, furniture and equipment will need to be removed and replaced in order to remove the old and install the new carpet. If they are removed they will have to be identified and replaced in same rooms in same order. All books will be removed by library staff. Bid also includes replacing furniture and book shelves per layout. Care will be taken to protect fixtures, pictures, and items not required to be moved or that are permanently affixed.
2. Remove and dispose of the existing carpet.
3. Replace all carpet on main floor of Cooper Memorial Library. Contractor must field measure the area of carpet that is to be replaced.

Acceptable Manufacturer's

Use only the specified products of the following manufacturers:

The Mohawk Group
Or Owner Approved Equal

Product Specifications

Style Name: End Result
Style Number: BC288
Collection: Of The Moment
Brand: Bigelow
Color: 7838 Artfully Done
Product Type: Broadloom
Construction: Tufted
Surface Texture: Textured Heathered Loop
Gauge: 1/10 (39.37 rows per 10 cm)
Density: 6828
Weight Density: 150,216
Stiches Per Inch: 11.0 (43.31 per 10 cm)
Finished Pile Thickness: 116" (2.95 mm)
Dye Method: Solution Dyed
Backing Material: ActionBac
Fiber Type: Colorstrand SD Nylon
Face Weight: 22 oz. per sq. yd. (746.02 g/m2)
Pattern Repeat: 0.8" (W) x .75" (L)
Soil Release Technology: Sentry Plus
Indoor Air Quality: Green Label Plus 8216
Foot Traffic Recommendation TARR: Severe
Static: AATCC-134 Under 3.5 KV
Flammability: ASTM E 648 Class 1 (Glue Down)
Smoke Density: ASTM E 662 Less than 450
Warranties: Lifetime Limited Warranty, Lifetime Limited Colorfastness to light, 10 Year Limited Colorfastness to Atmospheric Contaminants, 10 Year Stain Warranty, Lifetime Static

EXECUTION

Condition of Surfaces

Verify that all areas scheduled for carpeting are turned over to carpet installer dry, broom-cleaned, and free of grease, oil, paint or other foreign surfaces. Thoroughly inspect all subfloors before commencement work. Notify Owner in writing immediately of all conditions which will prevent producing satisfactory work. Repair floor defects and irregularities prior to installation. Installation of materials constitutes Contractor's acceptance of previous construction and his assumption of responsibility for all unacceptable finished work caused by previous conditions.

Preparation

Ensure that all existing carpet, backing and adhesive is removed from the floor in areas indicated for new carpet. Before starting installation remove all paint, sealers or wax by sanding and scraping.

Carpet Installation

Install all products in accord with manufacturer's current printed instructions and in a manner that seams are not obvious in the finish work.

Check the tightness of the joints as work progresses and adjust as necessary. Align and butt joints per carpet manufacturer's instructions.

Install carpet tile in 100% adhesive coverage using an adhesive compatible with carpet backing and using installation methods recommended by carpet manufacturer.

Carpet must be tucked under all base boards.

Unsatisfactory Work

Work installed not in accord with manufacturer's instructions, or in a manner unacceptable to the Owner will be deemed unsatisfactory and may result in Owner requiring removal and relaying at Contractor's expense.

Clean-up

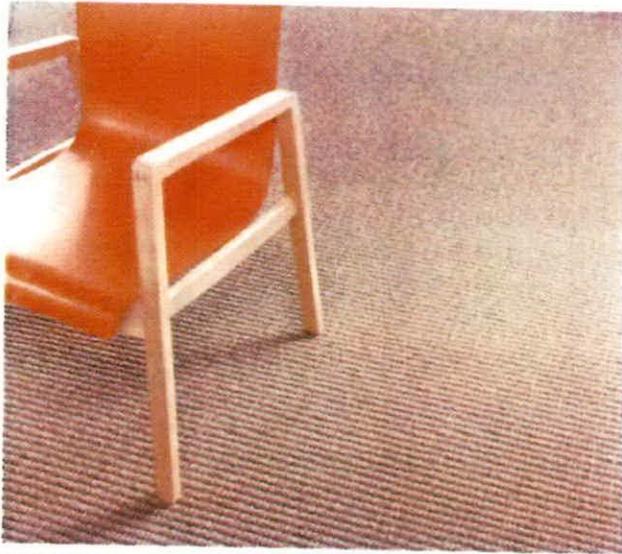
Upon completion of work thoroughly inspect entire installation. Remove all defective work and replace with perfect materials.

Cut off and trim all loose threads. Remove all visible adhesives, seam cement and scraps. Clean all carpet with an upright beater bar type vacuum cleaner.

Remove all rubbish, debris, containers and all excess materials not selected by Owner for its retention and legally dispose of off the Owner's premises.

Repair all damage to the Owner's property resulting from carpet work. Clean, repair or replace all damage as directed.

Leave premises in clean, accepted condition.



End Result



7373 Closing Note



7559 Forward Bound



7679 Jump Start



7714 Self Expressions



7822 Suit Yourself



7828 Anything Goes



7837 Go Forth



7838 Artfully Done



7928 Smart Choice



7958 Style Shaper



7959 Defining Moment



7978 Checking In

PRODUCT SPECIFICATIONS

Style NameEnd Result
 Style NumberBC288
 CollectionOf The Moment
 BrandBigelow
 Product TypeBroadloom
 Minimum Sq. Yd.No minimum
 ConstructionTufted
 Surface TextureTextured Heathered Loop
 Gauge1/10 (39.37 rows per 10 cm)
 Density6828
 Weight Density150,216
 Stitches Per Inch11.0 (43.31 per 10 cm)
 Finished Pile Thickness116" (2.95 mm)
 Dye MethodSolution Dyed

Backing MaterialActionBac
 Fiber TypeColorstrand® SD Nylon
 Face Weight22 oz. per sq. yd. (746.02 g/m2)
 Pattern Repeat0.8" (W) x .75" (L)
 Soil Release TechnologySentry Plus
 Indoor Air QualityGreen Label Plus 8216
 Foot Traffic Recommendation TARRSevere
 NSF 140Gold
 StaticAATCC-134 Under 3.5 KV
 FlammabilityASTM E 648 Class 1 (Glue Down)
 Smoke DensityASTM E 662 Less than 450
 WarrantiesLifetime Limited Wear Warranty,
 Lifetime Limited Colorfastness to Light, 10 Year Limited Colorfastness to
 Atmospheric Contaminants, 10 Year Stain Warranty, Lifetime Static

**Bid Form
Carpet Replacement
17001**

The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for Bidders and that their bid is made with full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages. The undersigned offers and agrees, if their bid is accepted within FORTY-FIVE (45) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified.

Description	Total Price
Provide and Install Carpet	\$ _____

Delivery Information: Delivery shall be made within _____ calendar days after receipt of purchase order.

Discounts will be allowed for prompt payment _____percent, 10 calendar days
_____percent, 15 calendar days
_____percent, 20 calendar days
_____percent, 30 calendar days

COMPANY SUBMITTING BID _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS

PRINTED NAME AND TITLE OF SIGNER

DATE SIGNED

TAXPAYER ID NUMBER

TELEPHONE

FAX

E-MAIL ADDRESS

WEB ADDRESS

BID: 17001
ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER CERTIFIES THAT THE ACCOMPANYING BID IS NOT A RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER ALABAMA OR UNITED STATE LAW. BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER VENDORS, AND HAS NOT COLLUDED WITH ANY OTHER PROPOSAL OR PARTIES TO A PROPOSAL WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

PHONE NUMBER

BID NO: 17001
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid/proposal solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight" i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____

NAME: _____
(Type or Print)

TITLE: _____

DATE: _____

FIRM NAME: _____

PHONE: _____

FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)