



HENDERSON[®]

S T A T E U N I V E R S I T Y

OFFICIAL BID SHEET

BID NUMBER: 17-28
FIRM CONTRACT
DATE: April 17, 2017

INVITATION

Bids must be signed in Ink. Unsigned bids will not be considered.

Bids are invited for Roof Repair/Renovation at Henderson State University. Bids must be returned to Womack Hall, room 208, no later than 10:00 AM, Wednesday, May 10, 2017 at which time all bids will be opened publicly and read. Inquiries concerning this bid should be directed to Tim Jones at 870-230-5117 phone, 870-230-5486 fax.

BID

I hereby certify that I have read and understand the terms and conditions stated within the bid documents and that my bid is submitted in accordance herewith:

Name: _____

Signed: _____

Company: _____

Title: _____

Date: _____

Address: _____

Email: _____

Telephone: _____

Fax: _____

DESCRIPTION

In accordance with the plans and specifications and having examined the location(s), specifications and related documents and being familiar with all the conditions surrounding the project including the availability of labor, hereby propose to furnish all labor, materials and equipment as described with the contract documents at the price submitted. This price is to cover all expenses of any nature incurred in performing the work required under the contract documents, of which this form is a part. In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids:

DESCRIPTION

TOTALS

1. Chick-fi-la Area
2. Starbucks Area
3. Lecture Hall

\$
\$
\$

HENDERSON STATE UNIVERSITY
INVITATION FOR BID

Introduction

This Invitation for Bid, hereinafter referred to as an, IFB, is an invitation to General Contractors for Roof Repair - to prepare and submit quotes to Henderson State University (HSU). Bids should be prepared simply and economically to provide a straightforward, concise response to the requirements set forth in the IFB. It is the intent of the staff coordinating this IFB to provide equal and objective information and assistance to all bidders concerned.

Scope of Request

The purpose of the IFB specified herein is to furnish all labor, materials and equipment necessary to complete the requested Roofing repair Job(s) (3 different sections) at the Garrison Activity Center; Chick-fil-a, Starbucks, Lecture Hall, on the campus of Henderson State University, Arkadelphia, Arkansas. It is the intent of these specifications to call for finished work, ready for use by the Owner.

Alternate types & methods if approved, may be considered.

Terms and Conditions of Bid

To be considered, bidders must include as part of their bids all of the provisions of this IFB using the format described herein. An Agent authorized to bind the company to the proposal must sign bids (in ink). If the bidder submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Bidder's standard terms and conditions may need to be altered to adequately reflect and include all of the conditions of this Invitation for Bid, the bidder's proposal, and Arkansas State Law.

Bid Requirements

One (1) signed original of the bidder's quote must be submitted.

Bidder References

Bidders must supply at least three (3) references (including contact person(s) and telephone numbers) for similar type roof repair that has been completed within the past 24 months. A negative response may disqualify the bidder. Do Not use HSU as one of these references.

Mandatory Site Visit

Bidder must contact Tim Jones at 870-230-5117 for appointment to examine the job site

Other Conditions and Requirements

The successful bidder shall at all times observe and comply with all federal and state laws, local laws, ordinances, orders, decrees, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder and surety shall indemnify and save harmless the agency (HSU) and all its officers, representatives, agents and employees against claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree, whether by himself, his employees, or his subcontractors.

It shall be the contractor's responsibility to confirm dimensions and make measurements to provide a complete job. Each bidder shall fully inform himself/herself, prior to bidding, of all work that is to be performed and shall include in his/her bid all cost to cover all necessary work to perform the job set forth in the contract documents. No allowances will be made to any bidder due to the lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

In each instance where the total bid submitted by the licensed prime contractor exceeds \$50,000.00, all prime contractors, as a condition to perform work for and in the State of Arkansas shall use no other subcontractors except those license by the State Contractor's Licensing Board and qualified in: (a) Mechanical (indicative of heating, air conditioning and ventilating), (b) Plumbing, (c) electrical (indicative of wiring and illuminating fixtures), and (d) Roofing and Sheet Metal work (indicative of roofing application). In the event the prime contractor is qualified and licensed by the Arkansas State Contractor's Licensing Board, he may use his own forces to perform those tasks listed herein as subcontractors in one or more of the trades listed.

When the prime contractor makes a definite decision regarding the subcontractors he intends to use, they must be listed in the blank spaces provided. It shall be a violation of Arkansas Code 22-9-204 for any prime contractor to submit a bid listing unlicensed contractors or to use unlicensed contractors on a public work project.

Subcontractor's List (If Base Bid Price Exceeds \$50,000.00)

_____	_____
_____	_____

Damaged Materials

Damaged materials and material not conforming to the specifications may be rejected by Owner's representative at anytime non-conformities are discovered until final acceptance of the work. Removal rejected materials and replacement shall be without additional cost to the Owner.

Reservation

This IFB does not commit Henderson State University or the State of Arkansas to award a contract, to pay any costs incurred in the preparation of a bid in response to this request, or to procure or contract for services or supplies.

Installation

All aspects of the job shall be in strict compliance with Industry Standards. The contractor's foreman shall communicate with Aramark Facilities Management, at their office, on a weekly bases for installation updates.

Job Site Administration and Management

The contractor shall supply their own dumpster and must clean up the job site with the removal of all cartons, packing materials and debris related to this job, daily.

Owner shall from time to time review the work as it progresses;

1. Weekly inspection verifying percentage of completion can be expected on this project.
2. Project Coordinator who will be on call for questions, approvals, etc. and who will make random visits to the job site to verify work is in accordance with contract documents requirements.

Personnel/Property Protection

The contractor shall provide all necessary means to protect state and other personnel at the project site. Where required in executing the work, the contractor shall provide the necessary barriers, signs, fences, etc., to protect personnel and property in executing the work. Proper precaution shall be made to protect adjoining property, autos, glass areas, etc., when carrying out the work. Protect all shrubs, plants, lawn, trees, etc., as required.

Construction Period and Completion Date

Work to begin within 20 days of award and shall be completed 60 days from date of beginning, weather permitting. During the contract period, parking areas will be in use and occupied. While the work is in progress, confine construction operations, materials and equipment with the immediate vicinity of the areas involved (subject to the approval of the Owner at all times), and do not unreasonably obstruct or interfere with any phase of the Owners activities. Said work shall be prosecuted regularly, diligently and uninterrupted to completion. Liquidated damages shall be assessed for delays in accordance with the following schedule based on the contract amount:

<u>Amount of Contract</u>	<u>Liquidated Damages Per Day</u>
Less than \$ 25,000.00	\$100.00
Less than \$ 50,000.00	\$200.00
Less than \$100,00.00	\$300.00
Less than \$500,00.00	\$500.00

Award

Award will be made by the issuance of a Purchase Order from Henderson State University. Upon receipt of notice of the acceptance of the above base bid, the bidder shall, within five (5) days, deliver a Performance and Payment Bond in the amount of 100% of the accepted bid as security for faithful performance of this contract and payment of all persons performing labor or furnishing equipment in connection with this contract.

Applicable Laws

Labor. Contractors employees upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.

Disclosure.

Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the contract and that the Owner cannot enter into any such contract for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

- a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
- b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:
Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
- c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" is attached.

Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the Owner encourages all small, minority, and veteran business enterprises to submit bids for capital improvements. Encouragement is also made to all prime contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

Bid Opening Date and Location

To be considered, bids must be delivered with the envelope clearly marked **17-27**, no later than the date and hour indicated on the official bid sheet to the following address:

If mailed:
Henderson State University
Purchasing Department
1100 Henderson Street
P.O. Box 7894
Arkadelphia, AR 71999-0001

If hand delivered:
Henderson State University
Purchasing Department
Womack Hall, Room 208
Arkadelphia, AR

Bids will be publicly opened and become public information under the laws of the State of Arkansas. Award will be made by the issuance of a Purchase Order from Henderson State University.

SPECIFICATIONS
GARRISON ACTIVITY CENTER – ROOF REPAIR
Chick-fil-a, Starbucks, Lecture Hall

Work to consist of the following as a minimum and to be in compliance with the Southern Building Code.

HSU Dumpster shall not be used for any materials of any quantity.

Chick-Fil-a Roof

- Remove all existing roof membrane and insulation to expose the bare metal deck.
- Remove membrane from all curb flashings, perimeter walls and any other penetrations.
- Remove existing perimeter drip metal to expose wooden nailer.
- Install tapered EPS insulation to achieve positive drainage from abutment walls to the two open sides of the roof.
- Mechanically fasten ½' primed Structodeck cover board over tapered EPS insulation using insulation plates with heavy duty TPO screws fully penetrating the existing metal deck.
- Install fasteners at a rate to achieve a wind uplift resistance of 1-90 or greater.
- Furnish and install new 24 GA painted finish perimeter drip metal with cleat on the two open ends of the roof.
- Furnish GACO Western 3lb roofing foam and spray in place over the primed Structodeck at a manufactures recommended average thickness of 1 ¼'.
- Install roofing foam in a manner to create a seamless connection between wall flashings, pipe flashings, mechanical curbs and any other penetrations to the foam roof.
- Install GACO Western S2100 Silicone coating at a rate of 22 dry MILS (Aprox 1.5 gallons per square)
Provide owner with a 10 year, or greater, Manufacturer's material and labor warranty .
- Estimate includes life and dumpsters necessary to complete all work.
- Premises to be left in broom clean condition.

Starbucks Roof

- Clean existing roof membrane as necessary to insure a good bond with new GACO primer.
- Seam Seal patches seams and laps with GACO western roof coat.
- Install GACO Western S2100 Silicone coating at a rate of 22 dry MILS (Aprox 1.5 gallons per square)
Provide owner with 10 year, or greater, Manufacturer's material and labor warranty.

Lecture Hall

- Clean existing roof membrane as necessary to insure a good bond with new adhesive.
- Furnish and install Firestone or Carlisle 115 MIL fleeceback TPO, or approved equal, over all roof deck surfaces.
- Adhere fleeceback TPO to existing modified roof membrane using fast 100 foam adhesives with a bead spacing to exceed 1-90 wind rating.
- Tie new fleeceback membrane into existing drains and secure with water block and manufacture approved sealant.
- Hand fabricate manufacture approved pipe wraps and seal with manufacture approved sealant.
- Mechanically fasten heavy duty screws and TPO barbed membrane plates at all perimeter walls at a spacing one every twelve inches.
- Remove existing modified membrane from perimeter parapet walls in preparation for installation of new TPO wall flashings.
- Inspect wall where membrane is removed and install plywood recovery board with lead anchors if the cleaned wall is deemed unfit for membrane adhesive.
- Fully adhere standard 60 MIL TPO membrane to vertical parapet walls.
- On the south and west walls where counter flashing currently exists remove flashing and install either a standard base flashing with wall termination or a field fabricated expansion joint depending on what is found once the existing counter flashing has been removed.

- All common wall or parapet membrane termination will be finished with either a manufacture term bar or unit flashing depending on the conditions within each individual area.
- Proposal includes the small step up roof on the south end of the main roof surface and the scope of work will be the same as that of the main work.
- Provide owner with 20 year Manufacturer's labor and material warranty
- Proposal includes lift, dumpsters and any other material that is needed to complete the work.
- Site will be picked up and left in good condition daily.

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The HSU Purchasing Department will maintain copies of policies or written responses received from bidders.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117

Sincerely,

Tim Jones
Director of Purchasing

To be completed by business or person submitting response: (check appropriate box)

EO Policy Attached

EO Policy previously submitted to HSU Purchasing

EO Policy is not available from business or person

Company Name
Or Individual:

Title: Date:

Signature:

HENDERSON STATE UNIVERSITY
Purchasing Department
1100 HENDERSON STREET
ARKADELPHIA, ARKANSAS 71923
870-230-5117 PHONE
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

http://www.arkansas.gov/dfa/procurement/pro_index.html

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
Director of Purchasing

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any
illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that
no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

IMPORTANT - READ CAREFULLY

INSTRUCTIONS TO BIDDER

If bid exceeds \$20,000 a Bid Bond of not less than five (5) percent, Cashier's Check or Money Order shall be submitted with the bid. A Company or Personal Check, Letter of Credit or Cash will NOT be accepted.

Certificates of Insurance acceptable to the owner shall be filed with the Purchasing Office prior to commencement of the work. This document is required regardless of bid amount.

CONTRACTOR'S INSURANCE REQUIREMENTS

The contractor shall purchase and maintain such Insurance as will protect him from claims set forth which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

- A. Claims under Workmen's Compensation, Disability Benefit and other similar benefit act;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained.
 - (1) By any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or
 - (2) By any person; and
- E. The contractor shall provide and maintain during the term of this contract, at the contractors' expense, comprehensive automobile liability insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
- F. Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting there from. Coverage for "Completed Operation" shall be required under this comprehensive liability section.

The insurance required by above paragraph shall be written for not less than any limits of liability required by law.

Insurance Requirements

The amount of such insurance shall be not less than the following or any limits required by law.

Worker's Compensation: \$100,000 Per Accident
 \$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

Commercial General Liability

General Aggregate: \$2,000,000
Personal Injury: \$1,000,000 Each Occurrence
Each Occurrence Limit \$1,000,000

Automobile Liability (including owned, non-owned, and hired vehicles)

\$1,000,000 Combined Single Limit

Umbrella Excess Liability \$1,000,000

PERFORMANCE SECURITY

If bid amount exceeds \$20,000.00 a 100% Performance Bond may be required.

In order to assure full performance of all obligations imposed on the bidder by contracting with HSU, the contractor will be required to post a performance bond in the amount of 100% of the proposal before contractor shall begin work. The only form of security accepted shall be a standard form of performance bond that is approved by the State of Arkansas and issued by a surety companies licensed and authorized to do business in Arkansas. The performance security will be required immediately after award of the contract has been made.

If bidder fails to deliver the required performance security, the bid shall be rejected and award made to the next qualified bidder, as determined through the evaluation process. In the event of a breach of contract, either due to quality problems, late delivery, warranty performance, or other factors within the control of the bidder, Henderson State University will notify the bidder of the default and may assess reasonable damages against the bidder. If, after notification of default, the bidder fails to remedy the damages to HSU within ten (10) working days, procedures for collection against the bidder's performance security will be instituted by HSU. In order to achieve the greatest economy for HSU, HSU may, at its option, choose the next qualified bidder as determined through the evaluation process, re-advertise for proposals, negotiate a purchase or complete any other action consistent with the Arkansas purchasing laws. The Performance Bond is to be signed by an Arkansas resident agent with his Power of Attorney attached and filed in Clark County, Arkansas. A certified copy (by the Clark County Circuit Clerk) shall be submitted to HSU Purchasing Department as evidence the filing of the original. The Contractor is to pay all expense incidental to the filing of the bond.

The performance security will be released at the satisfactory completion of the job.