



# HENDERSON

STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

## OFFICIAL BID SHEET

BID NUMBER: 12-51

FIRM CONTRACT

DATE: June 4, 2012

### INVITATION

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

Bids are invited to replace the Tile Floors in Newberry Hall on the campus of Henderson State University. Bids must be returned to Womack Hall, room 208, no later than 1:00 PM, Monday, June 18, 2012, 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: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

### DESCRIPTION

In accordance with the 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

Lock Solid Flooring Product -  
Color to be selected.

Per Floor Cost \$

\$

## Tile Replacement Newberry Hall

### Introduction

Henderson State University (HSU) will receive sealed bids to for the Replacement of the Tile floor and cove base in the hallways of Newberry Hall. There are seven floors that are to be considered in the building, each being identical. 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 for a complete job. The existing flooring is 9" tile. The successful bidder of this contract will be responsible for removing the cove base and preparing the floor to accept the tile. Tile and cove base installation will be a part of this bid.

Square Footage is estimated to be 2,100 per floor, exact measurements will be the responsibility of the contractor. Do not rely on this number for the bases of submitting your bid.

### 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. Bids must be signed (in ink) by an official authorized to bind the bidder to the proposal. If the bidder submits standard terms and conditions with the bid, and if any section of those terms are 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.

### Bidder References

Bidders must supply at least three recent (3) references (including contact person(s) and telephone numbers) located in Arkansas or a contiguous state which have had work, similar in size, performed by bidder to that proposed in this IFB.

Do Not Use HSU as one of your references.

### 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.

### 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. The owner reserves the right to reject any or all bids and waive any irregularities not bound by the Arkansas Statutes. Proposals which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration.

#### Statement of Liability

The bidder is required to assume liability for the products until the installation is complete and has been accepted by HSU in accordance with acceptance requirements.

#### Acceptance Requirements

The acceptance consists of HSU agreeing that the product and completed installation is satisfactory. Successful bidder must notify the Purchasing Office of HSU in writing upon completion of installation. HSU will have 10 working days to inspect and determine if acceptable. If no word is received from HSU within 10 working days after completion, the bidder may proceed with billing.

#### Warranty

Provide special project warranty, signed by Contractor, Installer and Manufacturer, agreeing to repair or replace defective materials during the warranty period following substantial completion. Any and all defective materials and workmanship shall be corrected to the satisfaction of HSU without cost to Henderson State University.

Attach copies of product warranties and include with bid documents.

#### Schedule of Job

Project is to be completed during the summer months (prior to the beginning of the Fall semester in August). Contractor must be on standby and ready to begin work when tile is removed from each floor. Each floor is to be completed before moving to a different floor. Contractor is expected to work Monday through Friday and a minimum of eight hours per day with the exception of holidays and encouraged to work weekends.

Be aware that summer camps will be housed in the building but on separate floors. Contractor shall not at any time for any reason be on the same floor as the campers. Times and dates of installation must be adhered to and work shall be scheduled around the previously scheduled events of the different departments.

#### Work Schedule:

Work shall begin as soon as all of the paperwork is in order, which shall be on or before June 28, 2012. A definite schedule can be published as time progresses.

Vendor acknowledges that timing is of the essence and agrees to adhere to the installation schedule \_\_\_\_\_

(signature).

#### Pre-Bid Meeting

A mandatory pre-bid site visit shall be scheduled prior to bid opening date at Henderson State University, Arkadelphia, Arkansas. Bidders MUST schedule an appointment. Contact Tim Jones 870-230-5117 or [jonest@hsu.edu](mailto:jonest@hsu.edu) to schedule an appointment.

### Other Requirements

Contractor will be responsible for a complete job: All labor, necessary equipment and materials to remove & dispose of (legally) the existing cove base and for the installation of the new cove base & tile as well as the removal of all cartons, packing materials and debris related to this job. 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.

### Quality Assurance

1. Installer Qualifications: Firm with not less than 5 years of experience in the installation of commercial tile flooring, quality and installation methods similar to work of this project.
2. Manufacturer Qualifications: Firm with not less than 5 years of production experience with tile similar to types specified in this section; and whose published product literature clearly indicates general compliance of products with requirements of this project.
3. Flame/Smoke Resistance Standards: If applicable.

### Excess Pieces and Attic Stock

All usable pieces of tile that is at least one half the size of a full tile or more but not necessary to complete the work are to be left on the job site and placed in an orderly manner in a container provided by the contractor in the area designated by the project director.

There must be 2 full boxes of tile, separate of waste and usable scraps of attic stock. Attic stock must be properly tagged giving the following information. (1) Amount of tile (2) Manufacturer's name (3) Tile style and color (name & number) (4) Production run number.

### Bid Opening Date and Location

To be considered, bids must be delivered with the envelope (sealed) clearly marked **12-51** 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. No bid will be returned. Faxed bids cannot be accepted.

## Tile and Installation Specifications

### Preparation

- A. Broom clean or vacuum surfaces to be covered, and inspect sub-floor. Start of flooring installation indicates acceptance of sub-floor conditions and contract accepts full responsibility for completed work.
1. Use leveling compound as recommended by flooring manufacturer for filling small cracks and depressions in sub-floors.
  2. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

### Installation

Tile: All tile is to be installed according to the manufacturers recommended specifications. Please provide a copy of these specifications with your bid. Your work will be checked against this information.

### Cove Base

Cove Base is to be 4" Vinyl continuous with as long of runs as possible. Replace with color that best matches the tile.

### Cleaning and Protection

Remove any excess adhesive or other surface blemishes, using neutral type cleaners as recommended by flooring manufacturer. Protect installed flooring/accessories with heavy Kraft paper or other covering when needed.

After completion of project and just prior to final inspection of work, thoroughly clean floors and accessories.

If bid amount exceeds \$50,000 contractor is required to list any and all sub-contractors, including name and license number.

## **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 may 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 therefrom. 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.

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

### PERFORMANCE SECURITY

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.

## 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:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

**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

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*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: \_\_\_\_\_

### **Public Disclosure**

Contracts and Grant Disclosure and Certification. Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form (form available online).

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

<http://www.dfa.arkansas.gov/offices/procurement/Documents/contgrantform.pdf>

### **ARKANSAS PREVAILING WAGE LAW**

Arkansas Prevailing Wage Determination Number 0-138 establishing the minimum wage rates to be paid on the referenced project, provided the cost of all labor and material exceeds \$75,000. Should the project cost not reach that amount; there is no obligation to use this wage determination. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code. 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every Contractor shall stipulate to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. 22-9-308 (c).

The scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark Code Ann. 22-9-309 (a).

The General /Prime Contractor is responsible for getting the “Statement of Intent to Pay Prevailing Wages” form filled out and returned to the Arkansas Department of Labor within 30 days of the Notice to Proceed for this project.

Arkansas Department of Labor 501-682-4500, fax 501-682-4508.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: M.I.:

ADDRESS:

CITY: STATE: ZIP CODE: COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS \*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board / commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) \*

## Contract and Grant Disclosure and Certification Form

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.*

**As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:**

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency  
Number \_\_\_\_\_

Agency  
Contact Person \_\_\_\_\_

Contact  
Phone No. \_\_\_\_\_

Contract  
or Grant No. \_\_\_\_\_