



Sam Houston State University
Procurement and Business Services
A Member of The Texas State University System

INVITATION FOR BID

FAILURE TO MANUALLY SIGN BELOW WILL DISQUALIFY BID

Bid No.: 753-2-WHT004

_____ Signature		_____ Date
_____ Printed Name		_____ PHONE/FAX
VENDOR NAME AND ADDRESS		
_____ Vendor ID Number	_____ Phone	
_____ Name of Firm	_____ FAX	
_____ Mailing Address		
_____ City	_____ State	_____ Zip

Due Date: 12-02-2011 at 11:00 a.m. CST

Show bid opening and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

Sam Houston State University
Procurement and Business Services
P.O. Box 2028
1901 Avenue I, CHSS Bldg. Suite 452
Huntsville, TX 77340
Phone: (936) 294-1894
Fax: (936) 294-1997

Delivery in	Days	Cash Disc.	%	Days
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Check Below if Preference Claimed under Rule 1 TAC 113.8

- | | |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Supplies, materials or equipment produced in TX/offered by TX bidders* | <input type="checkbox"/> Products of persons with mental or physical disabilities |
| <input type="checkbox"/> Agricultural products grown in TX | <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials |
| <input type="checkbox"/> Agricultural products offered by TX bidders* | <input type="checkbox"/> Energy efficient products |
| <input type="checkbox"/> USA produced supplies, materials or equipment | <input type="checkbox"/> Rubberized asphalt paving material |
| | <input type="checkbox"/> Recycled motor oil and lubricants |

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 1 TAC111.2.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED. ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, UNLESS OTHERWISE NOTED.

AWARD NOTICE: Sam Houston State University (SHSU) reserves the right to make an award on the bases of low line item bid, low total of line items, or in any other combination that will serve the best interest of SHSU and to reject any and all bid items in the sole discretion of SHSU.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
	<p>CLASS 910 ITEM 66 BEFORE PROCEEDING, PLEASE READ ALL ATTACHED TERMS AND CONDITIONS CAREFULLY.</p> <p align="center">RE-ROOF PROJECT FOR VICK HOUSE AND SPIVEY HOUSE</p> <p>The Contractor shall provide all labor, equipment, materials, coordination, and incidentals necessary to provide a complete roof "system" replacement for Spivey House located at 1925 Avenue I and Vick House located at 1929 Avenue I on the Sam Houston State University campus in Huntsville, Texas. The roof "system" replacement on both Houses shall constitute one job. Work to conform to the scope and specifications included in this Invitation for Bid.</p> <p>A pre-bid conference will be held Friday, November 18, 2011 at the Sam Houston State University Residence Life Maintenance Building located at 1401 22nd Street, Huntsville, Texas at 10:00 a.m. CST. While not a requirement of bidding on the project, it is highly</p>	1 JOB		

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

recommended that prospective bidders attend. A guided tour of the facility will be included as a part of the pre-bid conference agenda and may be the only opportunity to view the project site. Contractor is responsible for all field measurements.

ATTACHMENTS:

--Sam Houston State University Terms and Conditions, four (4) pages.

--Instructions and Specifications, thirteen (13) pages.

Fill out all designated areas on the upper portion of the first page, the upper portion of this page, the next page, and each page of Sam Houston State University's Terms and Conditions and **RETURN.

**Complete all required information below and return at the time bid is submitted

**Vendor is responsible for insuring the legibility of their response.

****Faxed Bids are acceptable at 936-294-1997.**

References (Specifications 2.0.c, page 11)

1 NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT: _____

2 NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT: _____

3 NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT: _____

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

Work Plan (Specifications 2.0.d, page 11)

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

SHSU TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH BID.

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids must be time/date stamped by Sam Houston State University (SHSU) Procurement and Business Services department on or before the hour and date specified for the bid opening. Bids should list the bid number, opening date and time in the lower left corner of the sealed envelope in which the bid is submitted and show the correct SHSU address as stated on the bid form.
- 1.3 Bids should be submitted on this Invitation For Bid form. Bidders must price per unit shown. Unit prices shall govern in the event of an extension error. If a price quotation is submitted as a part of the bid, the quotation should be referenced on the SHSU bid document and the SHSU Invitation For Bid form must be manually signed by the bidder to establish formal linkage to the bid.
- 1.4 Late or unsigned bids will not be considered under any circumstances. Person signing the bid must have authority to bind the firm in a contract. The vendor (not the carrier/mail service/or University) is solely responsible for ensuring the bid is received prior to the bid opening in the Procurement and Business Services Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.
- 1.6 Bid prices are requested to be firm for SHSU acceptance for 30 calendar days from bid opening date. Discount from list bids are not acceptable, unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, phone, and fax on the face of this form. If the Vendor ID number is not known, enter the bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.006, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support. Bidders that have pre-registered this information with the Texas Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.
- 1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.
- 1.12 SHSU offers facsimile service as a convenience only. The telephone number for FAX submission of bids is 936-294-1997. This is the only number that will be used for the receipt of bids. SHSU shall not be responsible for failure of electronic equipment or operator-error. All pages of a faxed bid must be totally received and date stamped by purchasing personnel by the specified bid opening time. Partially received fax bids will be considered late if still transmitting after the specified time of the bid opening. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Procurement and Business Services holds the official time clock.
- 1.13 If a bidder takes exception to any specifications within this Invitation for Bid, they must notify the Procurement and Business Services department in writing prior to the scheduled bid opening date and time.
- 1.14 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a bidder believes any information contained in the bidder's response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General's Office for a

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BIDDER: Please fill in name on each page.

ruling on the bidder's claim of privilege, the latter may elect to make arguments directly to the Attorney General's Office in support of the claim of privilege.

2. SPECIFICATIONS

2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference in this Invitation For Bid is descriptive (not restrictive) and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations, product brochures, literature, etc. with complete descriptions of products offered should be made a part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation to Bid, bidder will be required to furnish brand names, numbers, etc. as shown in this Invitation to Bid.

2.2 Unless otherwise specified in this document, all items shall be new and unused and of current production.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from the UL, FMRC or NEMA.

2.4 Sample, when requested, must be furnished free of expense to the State. If not destroyed in examination they will be returned to the bidder, on request, at the bidder's expense. Each sample should be marked with bidder's name, and address and requisition number. Do not enclose in or attach bid to sample.

2.5 SHSU will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the specifications in this Invitation For Bid.

3. DELIVERY

3.1 Bid should show the number of days required to place material/deliver items to the University's designated location under normal conditions.

Delivery days mean calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause the bid to be disregarded.

3.2 If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Delivery shall be made during normal working hours, 8:00 a.m.-4:00 p.m. CST only, unless prior approval has been obtained from SHSU.

3.4 No substitutions permitted without the prior written approval of SHSU.

4. TIE BIDS

4.1 Tie Bids- Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

5. INSPECTIONS AND TESTS

5.1 All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

6.1 A response to this Invitation For Bid is an offer to contract based upon the lowest price that meets or exceeds specifications contained herein or the best value criteria if stated in the specifications contained herein. Bids do not become contracts until they are accepted through a SHSU purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Huntsville, Texas.

7. CANCELLATION OF CONTRACT

7.1 If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

8. PAYMENT

8.1 Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods/services on an uncontested invoice. The payment process will begin when SHSU Purchasing/Accounts Payable receives the authorized payment approval form from the department/end user.

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

9. FUNDING OUT CLAUSE

9.1 Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

10. PATENTS & COPYRIGHTS

10.1 The vendor agrees to protect SHSU from claims involving infringement of patents and copyrights.

11. VENDOR ASSIGNMENTS

11.1 Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to Invitation For Bid forms must give the requisition number, codes and opening date.

12. BIDDER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed:

12.1 The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.

12.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

12.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated any antitrust laws of this State or the Federal Antitrust Laws (see Section 9 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

12.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.

12.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

12.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

12.7 The contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of it's officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor, in the execution or performance of this contract.

12.8 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

12.9 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Position with Bidder: _____

Date of Employment with bidder: _____

13. TECHNOLOGY ACCESS CLAUSE

13.1 The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Sam Houston State University that the technology provided to Sam Houston State University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- *providing equivalent access for effective use by both visual and non-visual means;
- *presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- *being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

Bid Number:

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Bidder's Firm Name:

BIDDER: Please fill in name on each page.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

14. NOTICE TO BIDDERS

14.1 Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

14.2 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act")

14.3 Equal opportunity – Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

14.4 In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

02/03/11

**SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE, TEXAS**

RE-ROOF PROJECT FOR VICK HOUSE AND SPIVEY HOUSE

1.0 General

1. The Contractor shall provide all labor, equipment, materials, coordination, and incidentals necessary to provide a complete roof "system" replacement for Spivey House located at 1925 Avenue I and Vick House located at 1929 Avenue I on the Sam Houston State University campus in Huntsville, Texas. **The roof "system" replacement on both Houses shall constitute one job.** Work to conform to the scope and specifications included in this Invitation for Bid.
2. The Sam Houston State University Residence Life Maintenance Department, herein referred to as the Owner, may make such investigations as they deem necessary to determine the ability of the bidder to perform the work as stated in the scope and specifications, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the bid and to complete the work contemplated herein. **Conditional bids will not be accepted.**
3. The Contractor shall be responsible for carefully laying out his work at the job site to conform to the actual conditions.
4. The Contractor, by submitting a bid on this work and providing the information requested in the specifications, sets forth that he has the technical training, ability, experience, and License (as required), and that he will complete his work in a satisfactory and workmanlike manner up to the best standards of the trade as outlined in the scope and specifications, complete and in good working order and will complete the job in the time frame set forth in the Invitation for Bid.
5. The Contractor shall construct temporary barricades, warning signs, hazard and warning lights, walks, passage-ways, and similar temporary barriers and enclosures that are necessary to protect persons and property from hazards or damage due to this project. The Contractor is responsible for post installation clean up.
6. Sam Houston State University, without invalidating the agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this Invitation for Bid, the bid sum being adjusted accordingly as agreed to in writing by both parties. Sam Houston State University reserves the right to make essential installations which are pertinent to the use of the areas of the project. The contractor shall not commit or permit any act which will interfere with the performance of work by other

contractors or suppliers, or by owner's employees. The contractor shall cooperate to the end that the Owner may realize complete functioning of the project on the day of substantial completion. Any changes in this agreement must be agreed upon in writing by both parties and signed by a authorized Sam Houston State University Procurement and Business Services representative, a authorized Sam Houston State University Residence Life Maintenance representative, and a authorized representative of the Contractor.

7. The contractor shall comply with all requirements of the bid regarding site clean up, substantial completion, final inspection and any other requirements as specified to complete the project. Contractor shall be responsible for removal and disposal of all debris from site upon completion of the project.
8. The Contractor shall repair or make good any damage to Sam Houston State University property resulting from any of his operations. Additionally Contractor shall be responsible for any damage to personal property belonging to Sam Houston State University students, faculty or staff resulting from any of his operations.
9. No products containing asbestos are to be used on this project. The contractor shall immediately notify the Owner's representative of any suspected asbestos containing material.
10. Proof of insurance is required prior to proceeding with this job.

**I. SAM HOUSTON STATE UNIVERSITY
Purchasing Recommendations for Insurance Requirements**

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
1. <u>Employer's liability:</u>	
<i>Bodily Injury by Accident</i>	\$500,000 each accident
<i>Bodily Injury by Disease</i>	\$500,000 each employee
<i>Bodily Injury by Disease</i>	\$500,000 Policy Limit
2. <u>Comprehensive General:</u>	\$1,000,000 aggregate
<i>Liability</i>	\$1,000,000 products/completed operations
<i>Combined Bodily</i>	\$1,000,000 personal & advertising liability
<i>Injury & Property Damage</i>	\$1,000,000 each occurrence
	\$50,000 fire damage
	\$5,000 medical expense
3. <u>Comprehensive Automobile Liability</u>	\$1,000,000 combined single limit
4. <u>Owner's Protective Liability Insurance Policy:</u>	
<i>The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, the A/E, when applicable, and the Texas State University system Board of Regents for and on behalf of the Texas State University System Board of Regents for and on behalf of the Texas State University System and Sam Houston State University, named as additional insured, with the following limits:</i>	
a. <i>Bodily Injury</i>	\$1,000,000 each occurrence
	\$1,000,000 aggregate
5. <u>Builder's Risk Insurance:</u>	

- a. The Contractor shall obtain at its expense, on an "all risk of physical loss basis", *Builder's Risk Insurance in the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name its Subcontractors and Sam Houston State University as additional insured, as their respective interests may appear. The policy shall have endorsements as follows:*

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises".

2.0 Scope of Work

Section 1: General Information

A. Description of Re-Roofing Areas

1. It is the intent of this specification to provide a new leak-free roofing "system" to replace the existing elastomeric coated, spray-on polyurethane foam roofing system on these two Houses totaling some 8,344 sq. ft. (4172 sq. ft. each). The new roofing "system" shall be a spray-on polyurethane foam "system" protected from foot traffic and ultraviolet radiation by a layer of crushed limestone gravel such as NCFI "GraveledFoam" or a Sam Houston State University approved equal.
2. Eaves, vertical surfaces and penetrations that cannot be covered with gravel shall be protected with 40 dry mils of white acrylic roof coating material.
3. The polyurethane foam roofing system shall utilize materials and procedures that produce a Class "A" fire rating when tested in accordance with U.L. Standard 790. All materials and application procedures as well as warranties required by these specifications shall be deemed to apply to the roofing "system" as a whole.
4. The new roofing system for both Houses shall consist of approximately 3 inches of spray-on applied urethane foam applied over a single ply of modified bitumen base sheet hot mopped to the existing lightweight concrete- on-steel decking. Protection of the urethane foam shall be the NCFI "GraveledFoam" Roofing System or an approved equal.

B. Scope of Work

1. The Contractor shall provide all materials, equipment, labor, coordination and incidentals required to accomplish the following:
 - a. Remove existing foam roofing and built-up roofing down to the lightweight concrete deck.
 - b. Existing eave flashings shall be removed and replaced per bid. Wood nailers shall be checked for deterioration and replaced as necessary at an added cost.

- c. Existing urethane coating, foam, caulk, etc. shall be cleaned from parapet walls, vent pipes, rooftop ductwork, etc. where new acrylic coating will be applied.
 - d. The concrete deck shall be cleaned and a modified bitumen base sheet hot mopped to the deck and sealed at roof penetrations and roof eaves.
 - e. Prime all surfaces that receive foam in accordance with these specifications using approved materials and procedures.
 - f. Install approved urethane foam to produce a foam thickness of approximately 4 inches at center of roof tapering to approximately 3 inches at the eave. Minimum foam lift is ½ inch.
 - g. Install crushed limestone gravel approximately 1 inch thick over the roof surface. Adhere the gravel to the roof surface along the eaves and around roof penetrations in accordance with Section 3.
2. Existing gutters shall be appropriately covered for protection from over-spray.
 3. Existing lightning rods and cable shall be removed and not replaced. Owner shall retain these items.

C. Quality Assurance

1. The engineering consultant and the foam manufacturer or their representative shall review all contractor gravel application and installation procedures to assure these procedures will provide the "system" as designed.
2. Discrepancies or conditions or applications contrary to the manufacturers instructions or these specifications which could adversely affect the "system" performance, deter or delay issuing of warranty shall be reported in writing to the Owner's representative immediately upon discovery with recommendations for corrective action.
3. Owner and his representatives shall make intermittent inspections during progress of the work. Neither the Owner nor his representatives shall be liable for any costs or lost time associated with any "stop work" order that is issued.
4. Any inspection, tests or reports required by the manufacturer as a "condition of warranty" shall be the responsibility of the manufacturer to obtain at no cost to the Owner.

D. Temporary Facilities

1. Electrical power and water will be supplied by the Owner.

2. The Owner's representative shall approve the location of spray equipment and material stock at the job-site.
3. Contractor's personnel shall utilize sanitary facilities provided by the Contractor.

E. Site Access

Site access shall be scheduled by the Owner's representative for delivery of materials and equipment set-up.

F. Protection of Students and Other Personnel

Provide fencing, warning tape and/or signage to keep students and others from areas subject to contact with over-spray. Spraying operations must be halted when unauthorized personnel are within the area subject to over-spray damage.

G. Protection of Property

1. Protect all buildings, building contents, interior and exterior finishes and surfaces, landscaping and improvements, automobiles and all other properties from damage. Over-spray of foam and coatings may result from the roofing operations and shall be considered in protection provided by the Contractor. Remove any spotting, stains, smears, etc. and make good any damages resulting from this work as directed by the Owner's representative and at no cost to the Owner.
2. The following steps shall be taken during any spraying operation:
 - a. Contractor shall give Owner 24 hour notice prior to any spraying operations.
 - b. The Contractor shall provide signs warning of spray area and set these signs out the night before spraying.
 - c. The signs shall be a minimum of 3 x 4 feet and shall read "Warning - Spray Area - Enter at Your Own Risk".
 - d. Signs shall be taken down after spraying or if spraying operations have been delayed.
 - e. The Contractor shall remove signs and barricades at the end of the job.

H. References

1. Underwriters Laboratories (UL) - "Building Materials Directory" (latest)
2. Factory Mutual System (FM) - "Approval Guide" (latest)
3. Urethane Foam Contractors Association (UFCA) - "Specification Data and Buyers Guide for Fluid Applied Roof Systems"

4. SPI Bulletin U-118, "Guide for the Safe Handling Use of Polyurethane and Polyisocyanurate Foam Systems"

I. Submittals

1. As part of the bid package, the prospective contractor shall submit a written statement from the warranting manufacturer verifying his certification as an approved applicator of their materials and the "system". The prospective contractor must be pre-qualified stating in writing that he has been in business for at least 10 years and must provide written assurance that these "system" specifications and procedures will provide assurance that a minimum of 10 year warranty for this roof will be issued.
2. **Requests for pre-approval, "Sam Houston State University approved equal", must submitted to the Owner and his representative (Central Texas Consulting) by Tuesday, November 22, 2011 at 11:00 a.m. CST in order that the information can be reviewed. Submit complete documentation for any requested substitution. Any substitutions approved by Owner will be posted in an Addendum and listed as Sam Houston State University Approved equals on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at <http://esbd.cpa.state.tx.us>.**
2. The bid package shall contain a sample copy of the 10 year warranty certificate. If a 5 + 5 warranty is to be submitted, a copy of the certificate plus the renewal fee schedule is required.
3. Along with their bid package, the prospective Contractor shall submit mechanical and physical property data along with appropriate MSDS data covering materials and products selected for this project. A partial list of materials and products follows.
 - a. Urethane foam and components
 - b .Primer
 - c. Acrylic coating
 - d. Caulk

End of Section 1

Section 2: "GraveledFoam" Roofing System Products

A. Manufacturers

1. Acceptable Urethane Foam Manufacturer
 - a. North Carolina Foam Industries, Inc.
 - b. Sam Houston State University pre-approved equal.

2. Acceptable Primer Manufacturers
 - a. North Carolina Foam Industries, Inc.
 - b. IPC, Inc.
 - c. Sam Houston State University pre-approved equal

3. Acceptable Coatings Manufacturers
 - a. North Carolina Foam Industries, Inc.
 - b. IPC, Inc., Pearland, TX
 - c. Aldo Products, Kannapolis, NC
 - d. Sam Houston State University pre-approved equal

B. Materials

1. Urethane Foam:
 - a. Type: Polyurethane foam, 2.8 pcf nominal density, two component, 1 to 1 mix ratio, formulated for use on roofs. Foam with non-CFC blowing agent is required.
 - b. Material Properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
1. Density in place	2.8.0± 0.2 pcf	ASTM D 1622
2. Closed cell content at 74° F	over 90%	ASTM D 1940
3. K factor (aged)	0.16 max.	ASTM C 177
4. Compressive strength	40 psi min.	ASTM C 1621
5. Permeability	2-3 perm in.	ASTM C 355 at 75° F
6. Flame spread	less than 75	ASTM E 84

- c. Acceptable Products:
 1. North Carolina Foam Industries 692-2.8
 2. Pre-approved equal

2. Primers:
 - a. Asphalt, concrete, wood
 1. North Carolina Foam Industries, Inc.
 2. Aldoprime
 3. Sam Houston State University Pre-approved equal

3. Sealants - Caulk:

Single component polyurethane - Sonneborn NP-1, Sikoflex or Pre-approved equal

4. Acrylic Coating:

a. Material properties:

	<u>Property</u>	<u>Value</u>	<u>Test Method</u>
1.	Tensile strength	250 psi	ASTM D 412
2.	Elongation	200% min.	ASTM D 412
3.	Solids by volume	50%	

b. Color: White

c. Acceptable Products:

1. North Carolina Foam Industries 700
2. Aldocoat 374
3. Sam Houston State University Pre-approved equal

5. Gravel: Crushed limestone size #7 (nominal 3/8 to 3/4 inch) per ASTM D 1863-83

4. Accessories: Provide primers, adhesives, sealants, cleaning agents, solvents, etc. as recommended by foam and coating manufacturers for conditions encountered.

C. Equipment

1. Spray equipment shall be capable of delivering the proper ratio of material, at the proper temperatures, and be the product of a recognized and approved manufacturer.
2. Strict attention must be given to noise, placement of equipment and operating hours. These conditions must be coordinated and approved by the Owner's representative prior to start of work.

End of Section 2

Section 3 - Execution

A. Preparation

1. Remove existing foam roofing and built-up roofing down to the lightweight concrete deck.
2. Existing eave flashings shall be removed and replaced. Wood nailers shall be checked for deterioration and replaced as necessary at an added cost presented in the bid document.

3. Existing urethane coating, foam, caulk, etc. shall be cleaned from parapet walls, vent pipes, rooftop ductwork, etc. where new acrylic coating will be applied.
4. Clean loose debris from surface of roof with compressed air blowing from different directions to remove all debris.
5. Apply approved primer to the metal flashing, curbs, roof deck and penetrations to which new foam will be applied.

B. Application

1. Spray Applied Foam:

- a. Surfaces to receive foam should be checked for moisture with Moisture Detection Paper prior to foam application.
- b. Relative humidity at time of foam application must be below limits as defined by the wet bulb/dry bulb chart presented in this specification. Wet bulb and dry bulb readings should be taken at start, finish and every two hours during spraying.
- c. Apply the new urethane foam to the roof in a manner that provides a thickness of about 4 inches at center of the roof tapering to 3 inches at the eaves. Minimum foam lift thickness is $\frac{1}{2}$ inch. Adjust foam thickness as well as possible to provide proper drainage. Minor grinding of channels in the foam will be allowed to facilitate drainage.
- d. Any existing foam that is completely cured shall be primed with black acrylic primer prior to addition of any new foam.
- e. The foam shall be coved onto walls, curbs and around all roof penetrations and feathered smoothly at termination.
- f. Finished surface of the applied foam shall be free of excessive ridges, bumps, holidays, blow holes, etc. Popcorn and tree bark surfaces are not acceptable. Unacceptable foam shall be removed and new foam applied at no cost to the Owner.
- g. Maximum allowable ponding is defined as "an area of 10 sq. ft. with a maximum depth of $\frac{1}{2}$ inch measured 24 hours after a rainfall." Drainage channels can be cut using a sanding disc or rotary wire brush.
- h. At termination of foam along the gravel guard, cut a $\frac{1}{4}$ inch "V" groove along the metal/foam interface. Install an approved elastomeric sealant (caulk), tooling the joint sealant to completely fill all gaps and voids to assure good adhesion and surface appearance. Perform this work prior to application of perimeter coatings.

2. Acrylic Coating Application:

- a. As required, apply 40 dry mils of approved acrylic coating along the eaves extending from the outside edge to about two (2) foot onto the roof surface and around all roof penetrations extending 4 inches above the foam termination to one foot onto the flat roof surface.
- b. Apply an additional 10 mils of coating along eaves back 24 inches onto the roof surface. Cover this wet coating with gravel immediately after spraying.
- c. Apply an additional 10 mil coating in approximately 10 foot radius at each outside building corner. Cover this wet coating with gravel immediately after spraying.
- d. The acrylic coating shall be applied within 72 hours after foaming if possible.

3 Aggregate Application:

- a. Approved aggregate shall be applied to achieve approximately one-inch thickness over the roof surface. Approximately 800 lbs. per square generally provides this thickness.
- b. Gravel shall be stored on the roof perimeter to minimize stresses on the roof deck. After most gravel has been applied, it should be raked to achieve uniform distribution and additional gravel added to areas thinner than one inch.

End of Section 3

Section 4 Warranty

- A. The Contractor shall submit an executed copy of the warranty before final payment. Payment clauses restricting issuance of the warranty to the Owner, which are conditioned upon full payment, will not be accepted.
- B. The Contractor shall furnish to the Owner a manufacturer's written warranty covering all materials and workmanship for a period of ten (10) years. A five + five warranty is acceptable. Specify the warranty extension fee applicable.

End of Section 4

Specifications:

- a. Verification of conditions: contractor is responsible for verifying all field measurements, surfaces, substrates and conditions are as required and ready to receive work.

Contractor by starting work asserts that he has inspected and verified conditions on the site and assumes responsibility for correcting any unsuitable conditions that will affect work in accordance with the scope and drawings at no additional cost to the University.

- b. The University reserves the right to inspect work at any stage of the job to insure contractor is complying with the specifications of this bid. Should the University discover a deficiency the Contractor agrees to make changes and/or corrections as required by the University's representative to bring the Contractor into compliance with the scope and specifications of the bid.
- c. References: Contractor shall provide three (3) references for similar work performed within the last two (2) years in the space provided on the Invitation for Bid form. This information is to be provided at the time the bid is submitted, failure to provide this information may result in disqualification. Reference information should include the name of the organization for which the work was performed, organization address, phone number, and the name of a contact at the organization.
- d. Contractor shall submit, at the time the bid is submitted in the space provided on the Invitation for Bid form, a simple work plan for approval with enough details as to task, man-hours and time required per task to assure his competency and ability to complete the work per the scope and comply with the applicable codes and standards. Failure to provide a work plan of acceptable quality may result in disqualification and the request of the next lowest bidder to submit a plan for approval.

3.0 Time of Completion and Liquidated Damages

The bidder, by submitting a bid on this work agrees that they can perform the work in the time required and agrees to schedule and coordinate work with Sam Houston State University personnel.

Work to begin no earlier than **Monday, December 19, 2011** and finish no later than **Tuesday, January 10, 2012**. **THERE WILL BE NO EXTENTION GRANTED**. Bidder must agree also to pay as liquidated damages, the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter until completion.

FAILURE TO COMPLETE WORK ON TIME: The time set forth in the Invitation for Bid for the completion of work is an essential element of the Bid. Contractor's failure to complete the Work within such time will cause damage to the Owner. The time specified for completion in the Invitation for Bid shall cover final cleanup of the premises and completion of punch list deficiencies. For each consecutive calendar day after the job completion date specified in the Invitation for Bid, including the correction of deficiencies found during the final inspection, is not completed and accepted, the amount per day as stipulated in the Invitation for Bid will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages and added expense for contract supervision and Owner's delay costs in obtaining the use of the work or space.

4.0 Site pre-bid conference

A pre-bid conference will be held Friday, November 18, 2011 at the Sam Houston State University Residence Life Maintenance Building, located at 1401 22nd Street, Huntsville, Texas at 10:00 a.m. CST. While not a requirement of bidding on the project, it is highly recommended that prospective bidders attend. A guided tour of the facility will be included as a part of the pre-bid conference agenda and may be the only opportunity to view the project site. Contractor is responsible for all field measurements.

The last day for questions concerning the project shall be Tuesday, November 22, 2011 at 11:00 a.m. CST. Questions should be submitted in writing, attention William H. Tidwell, by fax to 936-294-1997 or by e-mail to pur_wht@shsu.edu. Questions will be consolidated and address in an addendum posted as directed in Section 7.0.

5.0 Project Close-Out

1. The Contractor shall comply with all requirements of the bid regarding site clean up, substantial completion, final inspection and any other requirements as specified to complete the project.
2. Substantial Completion
 - A. When Contractor considers the work is substantially complete, he shall submit to the Owner's Representative: a written notice that the work is substantially complete, and a list of items requiring completion or correction.
 - B. Within a reasonable time after receipt of notice, the Owner's Representative will make an inspection with the Contractor. The Owners Representative will determine status of completion and if substantially complete Contractor will create a "punch list" from the inspection for items requiring further completion or correction.
3. Final Inspection
 - A. Before requesting final inspection, the Contractor shall make a thorough survey of the work to assure "punch list" items have been completed. Submit to the Owner's Representative the "punch list" with corrected items and corresponding remedies.
 - B. Upon receipt of notice of completion of work and submittal of all required items from the Contractor, the Owners Representative and the Contractor shall make an inspection to verify final completion. Payment, in accordance with the University's Terms and Conditions included in the Invitation for Bid, will be made upon the submission of a written Contractor invoice, and a written payment approval to Sam Houston State University's Accounts Payable Department by an authorized representative of Sam Houston State Residence Life Maintenance Department (**there will be no partial payments**).

6.0 Award

Award will be made based on the lowest price for the job that meets or exceeds the specifications herein. Sam Houston State University reserves the right to accept or reject all or any part of any bid and waive minor technicalities. **Award will be made to one vendor.**

Notice of award will be posted on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at <http://esbd.cpa.state.tx.us>.

7.0 Addenda

Should it become necessary to revise any part of this request, notice of the revision will be given in the form of an addendum or addendums posted on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at <http://esbd.cpa.state.tx.us>. All addenda shall become a part of this request.

IT IS THE SOLE RESPONSIBILITY OF THE RESPONDENT TO CONTINUELY CHECK THE WEBSITES FOR ADDENDUM(S).