



University of Missouri (UM) Procurement

BID REQUEST NO.: 21095

TITLE: Maintenance & Minor Repair of Various Roofing Systems – S&T

ISSUE DATE: April 21, 2021

SOURCING CONTACT: James E. Shatto

PHONE NO.: 816-235-1397

E-MAIL: shattoj@umsystem.edu

BID DUE DATE: May 12, 2021 AT 2:00 PM CT

BID PREPARED BY: University of Missouri Procurement

James E. Shatto – Strategic Sourcing Specialist

615 E. 52nd St, School of Education Bldg, Room 024

Kansas City, MO 64110

Bids must be submitted in a PDF format electronically via email to shattoj@umsystem.edu with the subject line labeled and identified as RFB #21095. Please allow transmittal time to ensure your bid is received no later than the time stated above. The University assumes no responsibility for any bidder's on-time receipt of their bid response.

You are invited to submit a bid on the items or services specified. All bids must be made on this form and shall be subject to the terms and conditions included herein. Bidder offers and agrees to furnish and deliver the items or perform the services upon which prices are quoted herein. Any quotations sent to the University of Missouri prior to this request for bid are void and will not be considered.

The bidder agrees the language of this bid document shall govern in the event of a conflict with supplier's bid response. The bidder further agrees that upon receipt of an authorized purchase order from the University of Missouri or when a Notice of Award is signed and issued by an authorized official of the University of Missouri, a binding contract shall exist between the bidder and The Curators of the University of Missouri.

If you have any questions regarding the RFB, please send them by email to:

James E. Shatto – Strategic Sourcing Specialist

University of Missouri Procurement

615 E. 52nd St, School of Education Bldg, Room 024

Kansas City, MO 64110

Email Address: shattoj@umsystem.edu

All questions regarding the RFB must be received no later than Tuesday, 05/04/2021 at 2:00 PM CT.

The University reserves the right to waive any informalities in Request for Bids and to reject any or all bids.

AUTHORIZED BIDDER REPRESENTATION

Authorized Signature		Date	
Printed Name		Title	
Company Name			
Mailing Address			
City, State, Zip			
Phone No.		Federal Employer ID No.	
Fax No.		E-Mail Address	
Number of calendar days delivery after receipt of order: _____		Payment Terms: _____ Note: Net 30 is default. Early pay discounts encouraged.	
Select Payment Method: SUA ACH Check			
Circle one: Individual Partnership Corporation			
If a corporation, incorporated under the laws of the State of _____			
Licensed to do business in the State of Missouri? ___yes ___no			
Maintain a regular place of business in the State of Missouri? ___yes ___no			

This signature sheet must be returned with your bid.

BID REQUEST AND BID CONDITIONS

This Bid Request and Bid is made upon and subject to the following conditions, all of which are accepted by bidder. Upon acceptance by University, this Bid Request and Bid and the University Purchase Order issued thereon shall constitute the contract for furnishing the items described in the bid in strict conformity with the contract instruments.

- 1.** No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract. If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, they may submit to the University a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The University will not be responsible for any other explanation or interpretations of the proposed documents.
- 2.** The University reserves the right to reject any and all bids and to waive any informality in bids.
- 3.** Whenever the name of a manufacturer or vendor is mentioned herein and words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designation unless the context specifies "no substitution". University assumes that items bid as equal are equal. University reserves the right to return at the bidder's expense all items that are furnished which are not acceptable as equals to items specified by the Bid Request and Specifications, and supplier agrees to replace such items with satisfactory items at the original bid price.
- 4.** Unless it is so noted on the bid it will be deemed that the article furnished is that designated. If the supplier proposes to furnish an item of a different manufacturer or supplier other than the one specified on the face hereof, the manufacturer or supplier of the substituted items shall be noted and complete descriptive literature describing the items to be substituted must accompany the bid.
- 5.** All items bid shall be new unless otherwise specified by the University.
- 6.** Bidder agrees to unconditionally guarantee all items bid upon against defects in material and workmanship for a period of one year from the date of acceptance by the University unless otherwise specified.
- 7.** Materials and services furnished the University are not subject to either Federal Excise Taxes or the Missouri Sales Tax. Exemption certificates will be furnished on request.
- 8.** Prices quoted are to be firm and final, and prices shall be stated in units of quantity specified with packing and drayage charges included.
- 9.** Shipments shall be marked as directed on the Purchase Order.
- 10.** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. C.O.D. shipments will not be accepted. The seller must pay and bear all freight charges.
- 11.** The University will not be responsible for articles or services furnished without a Purchase Order.
- 12.** Risk of loss or damage to the goods prior to the time of their receipt and acceptance by the University is upon the supplier.
- 13.** All invoices and correspondence shall show the Purchase Order Number. All invoices must contain full descriptive information on items or service furnished. Separate invoices shall be rendered for each order and forwarded to the University.
- 14.** Supplier agrees to defend, protect, and save the University harmless from all claims and actions arising out of patent infringement.
- 15.** University reserves the right to cancel all or any part of orders if shipment is not made as promised. Supplier shall notify the University if shipment cannot be made as promised. Time of proposed delivery must be stated in definite terms in the space provided.
- 16.** The bidder hereby guarantees that no article listed herein is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or an article which may not, under the provisions of Federal Law, be introduced into interstate commerce.
- 17.** Samples, when required, are to be furnished prior to the date specified for receipt of bids.
- 18.** In case of any doubt or difference of opinion as to the items to be furnished hereunder or the quality thereof, the decision of the UM Chief Procurement Officer shall be final and binding upon both parties.

19. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. If a split award is not acceptable to a bidder, it must be stated in the bid response.
20. In awarding the contract, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of his bid.
21. In the event time and materials are a portion of this bid, the University reserves the right to audit supplier's records concerning this bid.
22. All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard. All alleged violations and deviations from said State and Federal regulations or standards of the items of services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bid. Or if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the bidder is awarded the contract hereunder, the bidder must notify UM Procurement immediately in writing.
23. The University serves from time to time as contractor for the United States Government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
24. As required by Section 508 of the Rehabilitation Act (36 C.F.R., Pt. 1194) and other state and federal laws, the University requires that all products provide equivalent ease of use for individuals with disabilities as for non-disabled individuals. To fulfill this obligations, Bidder shall: (1) ensure that all products comply with the Web Content Accessibility Guidelines (WCAG); (2) provide the University with an Accessibility Conformance Report; (3) respond promptly to accessibility complaints or reported deficiencies at no cost to the University; and (4) indemnify and hold the University harmless in the event of any claims arising from inaccessibility.
25. Bidder certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).
26. If this bid involves health care services or products, the Bidder agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Bidder with regard to patients of the University. All services provided pursuant to this bid shall be provided in accordance with all applicable federal and state laws, including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections 261-264, the Administrative Simplification sections and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Administration. Bidder represents that Bidder is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Bidder agrees to notify the University of any imposed exclusions or sanctions covered by this representation.
27. If the contract resulting from this bid involves the acquisition of disposal of services, supplies, information technology, or construction and has a total potential value of \$100,000 or more, and if awarded supplier is a company with ten (10) or more employees, then Supplier certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
28. Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the awarded supplier shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
29. In accordance with University policy, preference shall be given to Missouri products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose. In assessing overall value,

consideration will be given to the extent to which proximity or Missouri preference of the supplier provides potential advantages or reduction of risks. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.

- 30.** In connection with the furnishing of equipment, supplies, and/or services as a result of this bid, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts, including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.
- 31.** Due to the changing nature of the COVID-19 pandemic, awarded supplier will monitor and comply with CDC and other federal, state and local guidance; modifications to University operating procedures; and directives of University relating to protection of the health and safety of the University community.
NOTIFICATION TO UNIVERSITY IN EVENT OF POSITIVE COVID-19 CASE: In the event any of the successful Contractor's personnel who have or are presently performing services for the University of Missouri (a) tests positive for COVID-19, or (b) has been in close contact with someone that tests positive for COVID-19, the successful Contractor shall immediately notify the University designated contact, and take immediate action to quarantine such person and any other Contractor Personnel who may have come in contact with the person testing positive for COVID-19, and assist University in identifying any other persons on the University campus who may have come in contact with such person. Contractor must clean and disinfect all areas any infected person may have contacted on University's campus, and any cleaning or sanitation costs resulting from a positive COVID-19 test of Contractor personnel are the sole cost and responsibility of Contractor.
- 32.** Suppliers shall refrain in offering any offers of gifts to the University and all University of Missouri employees in accordance with University of Missouri Policy, #26301, Suppliers.
- 33.** The University reserves the right, in its best interest as determined by the University, to cancel the contract by giving written notice to the Supplier thirty (30) days prior to the effective date of such cancellation.
- 34.** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 30 after the date of invoice. Payment terms associated with settlement by check will be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred. For consulting services and/or contract labor services performed for MU Health Care, the hourly rate and the number of hours worked must be included in the agreement and/or on the invoice submitted. Payment may not occur unless this information has been provided. The University encourages suppliers to opt into its Single-Use Account (SUA) credit card program for payment of invoices. The SUA is an electronic, credit card-based payment solution that acts like a check. It provides a single 16-digit virtual account number for each payment. Similar to a check, the credit limit on each SUA is set to the specific payment amount. Payment terms for Suppliers who participate in the SUA program are Net 0 as opposed to the standard Net 30 terms. No additional fees shall be charged for the use of University credit cards.
- 35.** The intended coverage of this RFB, and any contract resulting from this solicitation, shall be for the use by all faculty, staff, students, departments, locations, and affiliates of the University of Missouri, including MU Health Care. The University of Missouri System seeks to make the terms and prices of this bid available to other public entities and higher education institutions. Extension of the terms and prices to any or all other higher education institutions and public entities is at the discretion of bidders and shall not be considered in the award of this bid. The bidder shall further understand and agree that participation by other higher education institutions and public entities is discretionary on the part of these institutions, and the University of Missouri System bears no financial responsibility for any payments due the supplier by such entities, nor will the University be responsible for contract administration other institutions.

UNIVERSITY OF MISSOURI SPECIAL CONDITIONS & DETAILED SPECIFICATIONS

University of Missouri Procurement is requesting bids to establish a blanket contract for maintenance and minor repair services for various roofing systems on University buildings on the campus of the University of Missouri – Missouri S&T Campus in Rolla, MO for Campus Facility Operations.

All quantities are estimated based upon anticipated needs. The University reserves the right to order more or less as needed. Services will be called for on an as-needed basis.

A contract awarded for this bid will be for jobs under \$50,000.00.

AWARD:

The award will be based on lowest bid meeting all specifications. The University reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the University. **If a split award is not acceptable to a bidder, it must be stated in the bid response.**

Note: The University of Missouri reserves the right to negotiate best and final terms with the bidder selected.

CONTRACT TERM:

The contract shall be an initial two (2) years; June 1, 2021 (or upon award) through June 30, 2023 with the option to renew for an additional two, one-year periods upon agreement with the University and supplier.

The Purchase Order Contract may be renewed annually up to and including a total length of Contract of four (4) years, if mutually agreeable to by the University and the Contractor. Request for renewals shall be made by the Contractor at least sixty (60) consecutive calendar days prior to the anniversary date. The anniversary date for the Contract renewal(s) shall be July 1 of each succeeding year.

Either the University or the Contractor may terminate the Purchase Order Contract by giving advance written notice of at least sixty (60) consecutive calendar days prior to the anniversary date.

The unit prices offered within this bid shall be firm for the initial period from June 1, 2021 (or upon date of award), to June 30, 2023. If the Purchase Order Contract is extended beyond one year, the Contractor may request increases based on the cost of labor. This request shall be made ninety (90) days prior to expiration of the contract, with documentation, and shall not exceed three percent (3%) annually.

The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in Section 172.250 RS MO. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with thirty (30) days' notice.

SITE TOUR:

For all technical/engineering related questions, or to arrange a site visit prior to submitting your bid, please contact Todd A. Yeggy **and** James M. Jackson (and copy James Shatto at shattoj@umsystem.edu), of S&T Campus Facility Operations, via email at tyeggy@mst.edu and jmj@mst.edu.

Due to Covid restrictions, visitors are required to wear a mask and social distance when visiting the facilities.

While not required, the purpose of a site tour is to allow potential bidders the opportunity to inspect the area. Each bidder is solely responsible for a prudent and complete personal inspection, examination and assessment of the work site condition, facilities, and/or any other existing condition, factor or item that may affect or impact performance. The bidder shall not be relieved of responsibility for performance under the contract for any reason whatsoever, including but not limited to the bidder's failure to observe existing conditions, etc.

INSURANCE REQUIREMENTS:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the University's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Commercial General Liability Contractor agrees to maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$5,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse The Curators of the University of Missouri, its officers, employees and agents as Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Auto Liability Contractor agrees to maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non- Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation & Employers Liability Contractor agrees to maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$1,000,000 each accident, disease each employee and disease policy limit.

Contract Language

The Curators of the University of Missouri, its officers, employees and agents are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the inception date of the contract between the contractor and the University. Contractor/Party is required to maintain coverages as stated and required to notify the University of a Carrier Change or cancellation within 2 business days. The University reserves the right to request a copy of the policy. The University reserves the right to require higher limits on any contract provided notice of such requirement is stated in the request for proposals for such contract.

Indemnification

The Contractor agrees to defend, indemnify, and save harmless The Curators of the University of Missouri, their Officers, Agents, Employees and Volunteers, from and against all loss or expense from any cause of action arising from the Contractor's operations. The contractor agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands at the sole expense of the Contractor or at the option of the University, agrees to pay to or reimburse the University for the Defense Costs incurred by the University in connection with any such liability claims, or demands.

The parties hereto understand and agree that the University is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the University, or its officers, employees, agents or volunteers.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the University shall have the right to cancel and terminate the contract without notice.

The insurance required by the provisions of this article is required in the public interest and the University does not assume any liability for acts of the Agency/Service and/or their employees and/or their subcontractors in the performance of this contract.

DETAILED SPECIFICATIONS / SPECIAL CONDITIONS

1. PAYMENT FOR SERVICES

At the end of each month, the Contractor shall submit to Todd Yeggy, MGR CSM Operations, Auxiliary Services Bldg, and James M. Jackson, Mechanical Trades Specialist, Facilities Operations, an itemized invoice for the actual work performed using the unit prices listed herein identifying, total labor price and total material prices (if applicable). These will be compared to the daily log sheets described under paragraph 9 of this section and payment will be made accordingly.

The preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

2. CANCELLATION FOR NONCOMPLIANCE OF CONTRACT AND CONVENIENCE

- a. In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
- b. Failure of the Contractor to respond to an emergency service call within the time period specified herein may result in termination or suspension of the Purchase Order Contract.
- c. The University reserves the right, in its best interest as determined by the University to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

3. USE OF PREMISES

- a. Access: Access to each building shall be as directed by the University Representative. The Contractor shall be required to sign in and sign out at the General Services Building, 901 Facilities Avenue, on a daily basis when performing work on campus.

- b. Vehicles: Vehicles used by the Contractor shall be identified in accordance with state and local regulations. The Contractor is responsible for making sure workers follow University parking regulations. The Contractor shall be required to purchase parking permits for any service vehicles used on University premises (surface lots only) at whatever the current price is as charged by Parking & Transportation Services (this can change annually). The University will coordinate with the Contractor the acquisition of the necessary parking permits while performing work on campus. Contractors cannot park in front of buildings or in service areas.
- c. Contractor shall not store materials on University property unless directed by University Representative.
- d. Utilities: Drinking water, water required to carry on the work, and 120-volt electrical power required for small tool operation may be obtained without cost to the Contractor from existing utilities at locations designated by the University Representative. Provisions for obtaining the power, including temporary extensions, shall be furnished and maintained by the Contractor. Upon completion of the work such extensions shall be repaired to the satisfaction of the University Representatives, at no additional cost to the University.
- e. Restrooms: Existing toilet facilities designated by the University Representative for use by the Contractor will be available. Failure of the Contractor to maintain the restrooms in a clean condition will be cause for the Contractor's discontinued use of the restroom.
- f. Smoking Policy: Smoking is prohibited in and on University facilities.

4. CODES AND STANDARDS

The Contractor shall comply with all applicable ICC, NEC, ANSI, OSHA, and NFPA codes and standards as adopted by the University of Missouri.

5. SPECIAL PROTECTION

- a. The Contractor is to be aware that many of the installed roofing materials contain asbestos materials. The Contractor shall take special care not to disturb or remove these materials when encountered.
- b. Many campus buildings contain fume hoods that are exhausted through the roof. These exhaust fumes contain materials that may be hazardous to the health of persons working on the roof. Before the Contractor will be allowed on these roofs, the hazardous fume hood exhaust fans located in the area of work will be shut down by the University. The Contractor shall not access any roof before notifying the University Representative so that any and all required fume hood exhaust fans may be shut down.

6. PROTECTION OF UNIVERSITY PROPERTY / JOBSITE REQUIREMENTS

The Contractor shall be responsible for the repair of damage to the building interior and exterior, including drives, curbs, streets, walks, grass, shrubbery and trees, which may be caused by workmen or equipment employed during progress of the work. All such repairs shall be made to the satisfaction of University Representative, at no additional cost to the University.

All work shall be performed in a neat workmanlike manner. At the direction of University Personnel, the area shall be left clean and free of debris at the end of each shift. Particular attention should be paid to removing screws and sharp objects.

Bidders are required to remove all packing material and related construction debris from the job site, leaving the site clean and clear of debris upon completion and at the final site inspection by University Personnel.

The University will provide a dumpster(s) for this disposal and/or recycle of materials.

TECHNICAL SPECIFICATIONS

1. DEFINITIONS

- a. "University Representative":

James M. Jackson
Facilities Operations
101 General Services Bldg.
(573) 341-4252
jmj@mst.edu

Todd A. Yeggy
Auxiliary Operations
Auxiliary Services Building
(573) 341-6486
tyeggy@mst.edu

2. LOCATION

All roofing systems to be maintained or repaired under this blanket contract will be owned by the Curators of the University of Missouri dba Missouri University of Science and Technology, Rolla, Missouri.

3. QUALIFICATIONS

- a. All work shall be performed by trained qualified roofing technicians in accordance with the various roofing system manufacturer's requirements and the National Roofing Association recommendations. Each Contractor's roofing technician used under this contract shall have a minimum of five (5) years working experience on roofing systems similar to that being serviced.
- b. In evaluation of bids for the award of the purchase order, the University may take into consideration the skill, facilities, capacity, experience, ability, responsibility, reputation of previous work, financial standing, the quantity and quality of equipment and the amount of work previously completed on a satisfactory basis.

- c. The Contractor shall have all applicable Federal, State, and local licenses required for performance of work under this contract.

4. **WORK TO BE DONE**

- a. Work accomplished under this contract may include maintenance, repair, or emergency repair of various building roofing systems which may include single-ply EPDM or PVC roofing systems, asphalt and coal-tar built-up systems, modified-bitumen systems, asphalt shingled roofs, or slate roofs, all as requested and directed by University Representative. Work will be limited to only that requested by the University Representative and shall not be expanded without specific permission from University Representative.
- b. The successful Bidder will receive an "Award Letter", Contract and a purchase order to be used as a Payment vehicle.
- c. If the successful Bidder cannot respond to a request in the time period required, it shall be the option of the University Representative to notify the second lowest Bidder requesting his services. If the second lowest Bidder cannot respond in the time period required, the University shall have the option to notify the next subsequent lowest Bidders requesting services.
- d. Unit Prices:

(1) The unit prices offered by the Contractor shall cover all labor, tools, and equipment required for a Contractor's roofing technician, possibly working in conjunction with Owner's roofers, to complete maintenance, repairs, or emergency repairs as requested by University Representative. If additional repairs, not initially identified by University Representative are required, these shall be approved by the University Representative prior to initiation.

(2) The unit price shall be in effect when Contractor's roofing technician(s) reports to University Representative and shall be applied only while Contractor's roofing technician(s) is working on University roofs. Meals, lodging, and travel time expenses will be included within, and as a part of the Unit Price offered in the Bid for Lump Sum Contract.

5. **WORK SCHEDULES**

- a. Maintenance and Repairs: The Contractor shall respond within three (3) working days of a telephone request from the University Representative for maintenance work, and shall schedule such work to begin within ten (10) day period (weather permitting).
- b. Emergency Repairs: The Contractor shall respond within twenty-four (24) hours of a telephone request from the University Representative and shall schedule immediate repair work as required.

6. MATERIALS

- a. All replacement roofing materials will be provided by the University at no cost to the Contractor.
- b. It shall be the option of the University Representative to purchase required replacement materials from the Contractor if the availability of these is such that acquisition otherwise would substantially delay progress of the maintenance/repair procedures.
- c. University Representative may negotiate prices of replacement material with the Contractor based on prevailing costs of similar materials. The University Representative will have the option of requesting invoices from the Contractor to assist in establishing fair material prices.
- d. All materials utilized shall be new, shall be the best of their respective kind, and shall be manufactured and/or approved by the respective roofing system manufacture. Materials containing asbestos shall not be installed.

7. WORKMANSHIP

- a. All maintenance, repair, and emergency repair work shall be performed in finest workmanship manner in accordance with manufacturer's procedures and instructions, NRCA standards, and standard good practice. Contractor shall warrant all such work for a period of not less than one year against faulty and/or poor workmanship.
- b. Any and all roof-top equipment, flashings, counter-flashings, drains, copings, etc. whether new or existing, that is damaged as a result of faulty and/or poor workmanship of Contractor, shall be replaced or repaired in a timely manner by this Contractor at no additional expense to the University.

8. ROOFING MANUFACTURER'S DOCUMENTATION

Contractor shall complete any and all required documentation and perform necessary notification required by the roofing manufacturer for warranty purposes. Copies of all correspondence shall be given to the University Representative.

9. LOG SHEETS

It shall be the responsibility of the Contractor to complete labor and material (if applicable) daily log sheets. Each daily log sheet shall include the building, name of Contractor's employee, name of Owner's Representative, time reporting to and leaving work, total hours, brief description of work performed, description of repair materials used, and cost of repair materials if provided by Contractor. These log sheets must be approved and signed by the University Representative at the end of each work day.

10. **LIABILITY**

The Contractor shall be responsible for the repair and/or replacement of all roof-top equipment, drains, flashings, counter-flashing, copings, etc. that is damaged resulting from poor workmanship, neglect, or abuse of Contractor's workmen.

BY CHECKING THIS BOX THE BIDDER ACKNOWLEDGES ALL SPECIFICATIONS CAN BE MET AND ALL REQUESTED INFORMATION PERTAINING TO QUALIFICATIONS IS ACCURATE.

PRICING:

The Bidder agrees to furnish all labor, tools, equipment and all costs associated with the furnishing and delivery of the services as stated in the specifications. In the event of discrepancy between the unit price quoted below and the total cost, the unit price shall govern. It is understood and agreed that all prices given herein include all taxes payable by virtue of the furnishing and delivery of the item(s) included within the bid.

BID COMPONENTS

1. Business Hours	M-F 7:30 – 4:00 pm Weighted Value 70%	Rate= _____ (\$ per man-hour)
2. Excess Hours	M-F after 4:00 pm and Saturday Weighted Value 10%	Rate= _____ (\$ per man-hour)
3. Sunday Hours	Sunday Weighted Value 10%	Rate= _____ (\$ per man-hour)
4. Holiday Hours	Holiday Weighted Value 10%	Rate= _____ (\$ per man-hour)

In submitting this bid, it is agreed that it may not be withdrawn for the period of 30 days and it is understood that the right is reserved by the University to waive informalities and reject any and all bids.

Attached hereto and made a part of this bid is all information required by or requested in the contract documents.

BIDDER'S CERTIFICATE

The Bidder hereby certifies:

This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid;

That he has not solicited or induced any person, firm or corporation to refrain from bidding.

That he has not sought by collusion or otherwise to obtain for himself advantage over any other Bidders or over the University.

Bidders will not discriminate against any employee or applicant for employment because of Race, Creed, Color, Sex, Natural Origin, Age or Disability in connection with the performance of the work.

By virtue of the policy of The Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, mined, or grown within the State of Missouri. By virtue of the police of The Board of Curators, preference will also be given to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, all as more fully set forth in "Information for Bidders and General Conditions

BIDDER'S STATEMENT OF QUALIFICATIONS

1. Company Name _____
Phone# _____ Fax #: _____
Address _____

2. Number of years in business _____. If not under present firm name, list previous firm names and types of organization.

3. List contracts on hand (complete the following schedule, include telephone number).

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

4. General character of work performed by your company personnel.

5. List important projects completed in the last five (5) years on a type similar to the work now bid for, including approximate cost and telephone number.

Project & Address	Owner/Owner's Representative	Phone Number	Architect	Amount of your Contract	Percent Completed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. Other experience qualifying you for the work now bid.

7. No default has been made in any contract complete or incomplete except as noted below:
(a) Number of contracts on which default was made _____
(b) Description of defaulted contracts and reason therefor

8. (a) Have you or your company participated in any contract subject to an equal opportunity clause similar to that described in the General Conditions?
Yes _____ No ____

(b) Have you filed all required compliance reports?
Yes _____ No ____

(c) Is fifty percent or more of your company owned by a minority?
Yes _____ No ____

(d) Is fifty percent or more of your company owned by a woman?
Yes _____ No ____

(e) Is fifty percent or more of your company owned by a service disabled veteran?
Yes _____ No ____

(f) Is fifty percent or more of your company owned by a veteran?
Yes _____ No ____

(g) Is your company a Disadvantaged Business Enterprise?
Yes _____ No ____

9. Have you or your company been suspended or debarred from working at any University of Missouri campus?
Yes _____ No ____ (If the answer is "yes", give details.)

10. Have any administrative or legal proceedings been started against you or your company alleging violation of any wage and hour regulations or laws?
Yes _____ No ____ (If the answer is "yes", give details.)

11. Workers Compensation Experience Modification Rates (last 3 yrs): ____/____/____
Incidence Rates (last 3 years): ____/____/____

12. List banking references.

13. (a) Do you have a current confidential financial statement on file with Owner?
Yes _____ No ____ (If not, and if desired, Bidder may submit such statement with
bid, in a separate sealed and labeled envelope.)
- (b) If not, upon request will you file a detailed confidential financial statement within three (3)
days?
Yes _____ No ____

Dated at _____ this _____ day of _____ 20____

Name of Organization

Signature and Title

**ATTACHMENT A
SUPPLIER DIVERSITY PARTICIPATION FORM**

The University of Missouri System is committed to and supports supplier diversity as an essential part of the University’s mission and core values. The University’s Supplier Diversity efforts reflect this mission.

Tier 2 Supplier Diversity Information - The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. Tier 2 Spend is spend reported by primary (non-diverse) suppliers of the University of Missouri who subcontract work to or make purchases from a diverse supplier. Depending upon the contract, primary (non-diverse) suppliers will be asked to submit Tier 2 information with Minority and Diverse Owned companies. Suppliers have two options in reporting Tier 2 dollars depending on the terms of the contract: Direct and Indirect.

- Direct dollars - those dollars directly spent with Women and Diverse Owned suppliers in the fulfillment of the contract.
- Indirect dollars - based on a percentage of revenue the University represents to the supplier. An example is as follows:
 1. Supplier's Total Revenues: \$10,000,000
 2. Revenues from University \$: \$ 4,000,000
 3. University % of Total Revenues: 40% (#2 divided by #1)
 4. Total Minority and Diverse owned Dollars \$: \$ 400,000
 5. University % Attributable Revenue: 1% (#4 divided by #2)

1. Does your company have a Supplier Diversity Program? If so, describe efforts your company has made to increase business with Minority and Diverse Owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse subcontracting, publicize bid opportunities, provide certification assistance, etc.?) Provide examples (use additional pages if needed):

2. If you are a non-diverse owned company, what percentage of your company's total contracting and procurement spend for the prior year was with Minority and Diverse Owned businesses? _____
Are you able to provide this information specific to University of Missouri business? _____

3. If you are a non-diverse owned company, complete the following table indicating the percentage your company will subcontract with certified Women and Diverse Owned businesses should your company be the successful bidder. Note: If your company does not plan to use Women and Diverse Owned businesses to fulfill your contract obligations, please explain why not.

Supplier Name	% of Contract	Specify Direct or Indirect

If there are questions regarding supplier diversity at the University, contact Teresa Vest, vestt@umsystem.edu.

**ATTACHMENT B
SUPPLIER REGISTRATION INFORMATION**

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

NOTE: The term "small business concern" shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a "small business concern".

WOMAN OWNED BUSINESS (WBE): Yes No

NOTE: A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

NOTE: A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh

Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.

Black - A U.S. citizen having origins in any of the Black racial groups of Africa.

Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.

Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.

VETERAN BUSINESS ENTERPRISE Yes No

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE Yes No

NOTE: A Veteran or Service-Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

MISSOURI FIRM: Yes No

NOTE: A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect, including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes.

Signature of Person Authorized to Sign this Form: _____

Title: _____ Date: _____