

Dear _____

PACS Transit Roof Project

You are hereby invited to submit a sealed bid for a new roof on contract for the project listed below. To be considered, you must submit with necessary supporting materials to support your proposed bid as a reasonable and accurate assessment of the project. This project cannot be awarded and subcontracted out to a 3rd party

The owner of the above project reserves the right to reject any and all bids, to award the contract to other than low bidder, and to waive any informality in bidding.

Invitation for Bid

Pennyrile Allied Community Services, Inc. (PACS)

PACS is accepting bids for a new roof on an existing building at 1200 S Clay Street, Hopkinsville, KY.

IFB opening: 11/1/21

IFB Closing Date: 11/15/21 4:00pm CST

Contact:

Vickie Pennington
1100 S Liberty St
PO Box 549
Hopkinsville, KY 42241
270-886-6341
Vickie.pennington@pacs-ky.org

Bids can be submitted by mail or can be dropped off at the above address. Bids can also be submitted electronically via email to the above email address. No bids will be accepted after the end of closing date.

Pre-bid opportunities to come and look at project will be on the following dates:

Anytime upon request

Project Information:

PACS is accepting bids for a roof on an existing transit building. The existing roof is a low slope, fully adhered EPDM roof of approximately 10,000 sq ft.

A.1

Project Requirements:

- 1) Tear off all roof membrane, flashings, and components down to the roof decks and dispose of old materials.
- 2) Inspect roof decks and make repairs as needed on a unit price basis.
- 3) Infill any internal gutter with wood blocking.
- 4) Mechanically attach expanded polystyrene ½" JM retrofit board to achieve a R30 insulation
- 5) Fully adhere 1-layer of .060 white PVC roof membrane or 60 mil TPO to insulation.
- 6) Flash all parapet walls and curbs with .060 PVC flashings, with new term bar, caulked cont, and new pre-finished counter flashings.
- 7) Install new pre-finished coping caps.
- 8) New PVC coated scuppers, and pre-finished collector heads and downspouts to be installed at Roof 'A', new prefinished gutter to be installed at Roof 'B'. Roof must be white.
- 9) Furnish owner with a 20-year NDL manufacturer's warranty.

- To bid on this project contractor must be legally licensed.
- Must be legally eligible to work on this project.
- Must provide Worker's comprehension compliance and proof of insurance.
- Must be certified installer from the manufacturer for the roof that is being installed.
- Once supplies are received and contractor onsite project must be completed within 90 days. Contractor must show proof of supplies either ordered or secured 45 days after awarded the bid.

A.2 Intent of IFB

It is the intent of this IFB to require the bidder to provide pricing for the removal of old roof and replacing with new roof.

No change order either deleting from or adding to these specifications will be allowed after the bid contract has been awarded without prior review and written approval from OWNER and KYTC/OTD. All bids must describe or document or outline the requirements listed in **A.1**.

A.3 Pre-Bid Meeting

A pre-bid meeting will not be held. To view this site individually, any interested party/bidder must contact Vickie Pennington or Roy Brunner to make an appointment at 270-886-6341.

A.4 Bid Opportunity Forms

The attached Bid Opportunity Form must be completed, signed and returned with the bid. Federal Model Clauses included must be signed and returned with all bids.

A.5 Acceptance of Bids

The Owner reserves the right to accept any bid or to reject any and all bids on such basis as deemed to the best interest, subject to applicable federal and state laws. Awards shall be made only to the responsible bidders that possess the potential ability to perform successfully under the terms and condition of this procurement. All bidders must be registered with Sam.gov to be eligible for this project.

A.6 Contractual Obligations of the Bidder

The contractor shall submit a bid with the understanding that within sixty (60) days of bid opening, the acceptance in writing by the Owner shall constitute a contract between the bidder and the Owner which shall bind the bidder to

furnish and deliver the bid price in accordance with the conditions of said accepted bid.

- The contractor must provide required information to the Owner for payment (W-9 and backup before the bid award has been finalized.)
- The successful bidder must furnish Performance and Labor/Material Bonds prior to work commencing.

A.7. Disadvantage Business Enterprises

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 4.4%. A separate contract goal has not been established for this procurement.

A.8 Subcontractor's Liability Insurance

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X-C/U as applicable).
2. Independent Contractors' Protective.
3. Products and Complete Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual--including specified provision for Contractor's
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.
8. Umbrella Excess Liability.

The insurance required shall be written for not less than the following, or greater if required by law:

1. Workers' Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal (e.g., Longshoremen's): Statutory
 - (c) Employer's Liability: \$100,000.00

2. Comprehensive General Liability (including Premises-Operations. Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage).
 - (a) Bodily Injury:
\$1,000,000.00, Each Occurrence
\$1,000,000.00, Annual Aggregate
 - (b) Property Damage:
\$1,000,000.00, Each Occurrence
\$1,000,000.00, Annual Aggregate
 - (c) Products and Completed Operations to be maintained for two (2) years after final payment.
 - (d) Property Damage Liability Insurance shall provide X, C or U coverage as applicable.

3. Contractual Liability:
 - (a) Bodily Injury:
\$1,000,000.00, Each Occurrence
 - (b) Property Damage:
\$1,000,000.00, Each Occurrence
\$1,000,000.00, Annual Aggregate

4. Personal injury, with Employment Exclusion deleted:
\$1,000,000.00, Annual Aggregate

5. Comprehensive Automobile Liability:
 - (a) Bodily Injury:
\$1,000,000.00, Each Person
\$1,000,000.00, Each Occurrence
 - (b) Property Damage:
\$1,000,000.00, Each Occurrence

6. Umbrella Excess Liability: \$1,000,000.00 over primary insurance

A. 9 Clarifications and Protests

A minimum of 7 days before the bid opening, all potential bidders may request the Owner to give clarification of approved equals for portions of the specifications. Written notice of any changes or approved equals allowed will be mailed no less than 5 days prior to bid opening to all potential bidders. The contractor must comply with all specified items, or the bid will be considered non-responsive. No Exceptions to the specifications will be allowed after the bid opening.

A.10 Indemnification

To the fullest permitted by law, the Contractor shall indemnify and hold harmless the Owner from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from roof project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to injury or to destruction of tangible property but only to the extent caused by the negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, Abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. KYTC shall not be held liable for anything on this project and will remain harmless from all claims, damages, losses, or expenses as stated above.

A.11 Brand Names

Even if the phrase "or approved equal" is inadvertently omitted, it is implied after any brand name.

A.12 Non-discrimination Assurance

A contract with the Contractor must include the following assurance. The contractor shall not discriminate on the basis of color, race, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipients deems appropriate.

A.13 Summary of Items to be supplied with Bid

As per outlined in A.1. No change orders either deleting from or adding to this specification will be allowed after the bid contract has been awarded without prior approval from the Owner.

A.14 Liquidated Damages

As actual damages for delays in completion are impossible to determine, the contractor and his surely shall be liable for, and pay the Owner, in accordance with the general conditions the aggregate sum of \$250.00 as fixed and agreed liquidated damages for each calendar day of delay until contract is substantially completed and accepted.

A. 15 Appeal/Protest Procedures

Appeal Procedures Prior to Bid Opening

Any protest prior to the bid opening must be submitted in writing and reviewed by the Owner at least 10-day calendar days prior to bid opening. The 10-day calendar deadline may be waived by the Owner for good cause shown. The owner's response shall be in writing and set forth the reasons for its response. The Owner will postmark its response not later than 5 days prior to bid opening, unless the 10-calendar day deadline has been extended as above. A bidder may submit further documentation on an adverse decision by the Owner, but no new issues will be considered.

Appeals Procedures after Bid Opening

Protest after bid opening will be considered only as to issues which were not apparent before the bid opening. After bid opening no protest of specifications will be considered. Any protest after the bid opening, including a protest of the contract award, must be submitted in writing and received by the Owner within 5 calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by the Owner under the contract provisions or other remedies, if available. Protest to Owner shall include:

- a.) Include name and address of the protestor.
- b.) Clearly identify the Owner under which the protest is being submitted
- c.) Identify the action being protested and provide detailed documentation to support the protest action
- d.) Indicate the action, ruling or relief desired the Owner

The Owner will review the protest and render its decision in 5 calendar days of receipt of the protest, setting forth the reason for its decision.

A. 16 Terms of Payments

A contract resulting from this bid shall be subject to completion of delivery. The Owner will make payment within the guidelines of the payment schedule proposed by the contractor and Owner as agreed by both parties. Completion and acceptance of the roof project will not release the Contractor from liability of any repair of faulty workmanship or materials found after the final payment has been made.

A.17 Warranties

The contract must provide information on warranties and support for the materials that warranties apply. The proposed support and associated cost taken into consideration in the award of the contract. Any standard warranty shall apply. All warranties shall provide, at a minimum, that all replacement materials and repairs (including labor) needed due to defects in the material and workmanship will be furnished promptly without charge. The warranty time period shall begin on the date of the roof project completed.

A. 18 Access to Site

KYTC/OTD personnel have the right to go onsite for inspection for work being completed at anytime during this period, as this project is being done a building purchased with FTA funds.

A.19 Termination

The owner may immediately terminate the contract resulting from this IFB for any of the following:

a.) Termination for Convenience (General Provision)

The Owner may terminate this contract, in whole or in part at any time by written notice to the Contractor when it is in the Government's best interest. The contract shall be paid its cost, including contract close-out cost, and profit on work performed up to the time of the termination.

The Contractor shall promptly submit its termination claim to the Owner to be paid the Contractor. If the Contractor has any property in its possession belonging to the Owner, the Contractor will account for the same, and dispose of it in a manner the Owner directs.

a.) Termination for Default (Breach or Cause) (General Provision)

If the contractor does not deliver the supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any of the provisions of the contract, the Owner may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth a manner in which the contractor is in default. The contractor will be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If this is determined by the Owner that the contractor had excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of or are beyond the control of the contractor, the Owner, after serving up

new delivery of performance schedule may allow contractor to continue work or treat the termination as a termination for convenience.

A. 20 Dispute Resolution

A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the contract. The term "claim" also includes other disputes and matters in question between the Owner and the contractor arising out of or relating to the contract. The responsibility to substantiate claims shall rest with the party making the claim.

A. 21 PROPOSAL

PACS Transit Roof Project
1200 South Clay Street
Hopkinsville, Kentucky 42241

NOTE: The following Form of Proposal shall be used in submitting a proposal for this work. All proposals shall be submitted in duplicate.

This proposal submitted by:

Name and Address of Bidding Contractor

Date 2021 Telephone No.:

TO: Pennyrile Allied Community Services/PACS Transportation
1100 South Liberty Street
Hopkinsville, Kentucky 42241

BASE BID/UNIT PRICE BID

BASE BID:

The Undersigned Bidder, having examined the existing building, will furnish, in accordance with the terms and conditions herein, all fees, demolition and removal of debris, applicable taxes, labor, materials, tools, machinery, appliances and all other necessary supplies and services as required, for the **TOTAL LUMP SUM BASE BID OF:**

\$ _____

(Words)

\$ _____

(Figures)

UNIT PRICE BID:

Unit Price: Remove and replace existing, damaged roof deck and infill opening to match adjacent roof deck.

\$ _____

/square foot

(Words)

\$ _____

/square foot

(Figures)

ADDENDA:

Addenda to the drawings and specifications issued heretofore are hereby
acknowledged by the undersigned as being:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Respectfully Submitted,

Name of Bidding Firm

Signature

Title

NOTE: If a corporation, give names of State and Incorporation:

If partnership, give names of all partners:

END OF PROPOSAL

