



**REQUEST FOR PROPOSAL
RFP# SAUT/18-19/002**

**GYMNASIUM FLOORING
AACERCUSH II" SPORTS FLOOR SYSTEM**

ISSUED BY:

Southern Arkansas University Tech
Purchasing Office
PO Box 3499
Camden, AR 71711

DEADLINE FOR SUBMITTAL OF RESPONSES:

**Tuesday November 20, 2018
2:00 P.M. CT**

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

CHECKLIST FOR BIDDERS:

- Bid envelope properly marked with bid number, date, and hour of bid opening
- Response Signature Page and Cost Proposal
- Bid Bond
- Proof of Insurance
- Illegal Immigrant Statement
- EO Policy Statement
- Restriction of Boycott of Israel Statement
- Contract and Grant Disclosure Form

Southern Arkansas University Tech

REQUEST FOR PROPOSAL

RFP# SAUT/18-19/002

RESPONSE SIGNATURE PAGE AND COST PROPOSAL

**SUPPLY AND INSTALL GYMNASIUM FLOORING
AACERCUSH II" SPORTS FLOOR SYSTEM**

**Bids must be received by:
November 20, 2018, at 2:00 p.m. CST**

NOTE: This is a sealed request for proposal and may NOT be faxed or e-mailed.

MAILING ADDRESS:

Southern Arkansas University Tech
Purchasing Office
6415 Spellman Road
Camden, AR 71711

BID OPENING LOCATION:

Southern Arkansas University Tech
Admin Conference Room
Administration Building
6415 Spellman Road
Camden, AR. 71701

Company Name: _____

Agent's Name: _____

Agent's Title: _____

Address: _____

City / State /Zip _____

Telephone Number: _____ E-Mail Address: _____

Agent's Signature: _____

Do you have Acer installation accreditation _____ (yes/no)

TOTAL AMOUNT OF BID \$ _____

USE INK ONLY, UNSIGNED BIDS WILL NOT BE CONSIDERED. RETURN THIS COMPLETED SHEET WITH BID.

SAUT/18_19/002

**REQUEST FOR PROPOSALS (RFP)
GYMNASIUM FLOORING - AACERCUSH II" SPORTS FLOOR SYSTEM**

PURPOSE

Southern Arkansas University Tech (SAU Tech) is a two-year comprehensive College located in Camden, Arkansas. SAU Tech issues this Request for Proposals (RFP) for the purchase and installation of a new gym floor.

The flooring is to be an AACERCUSH II Sports Floor System. The new floor surface should measure 60 by 120 feet and is to be placed on top of the existing floor.

SCOPE OF WORK

1. Full installation of AcerCush II" sports floor system in the gymnasium at SAU Tech
2. Removal and reinstallation of all existing equipment necessary to complete the job (doors, goals etc.)
3. Paint lines and markings for basketball (NJCAA guidelines) 4 foot two color border with baseline lettering
4. Paint desired graphics, (school mascot, etc.) to match the Shaddock gymnasium. Center graphic approximately 40 foot by 25 foot
5. Game lines will include basketball, volleyball, and any side court markings requested.
6. The installation of the floor shall be meet specification to handle First Team Hurricane Triumph – FL Portable adjustable Basketball Hoops with proper anchors.
7. Transitions (slopping) around the entire floor to bridge the approximately 2 inch rise.
8. Provide labor, equipment, materials, and insurance necessary to perform installation

COMPLETION DATE

Work must be completed between February 22 and April 5, 2019.

Failure to complete within the time required may be in default of the contract. Contractor must give written notice of the reason and the expected completion date. If reason is not acceptable, Contractor is in default. Procurement Services has the right to extend completion date if reasons appear valid. If date is not acceptable, the College may buy elsewhere and any additional cost will be borne by the Contractor.

PROJECT DETAILS

MANUFACTURER

1. Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.
2. Basis of design shall be “AacerCush II” sports floor system as provided by **Aacer Flooring. (877) 582-1181, www.Aacerflooring.com.**

INSTALLER

1. The installation of the floor system described in these specifications shall be completed by a firm familiar with the requirements of the system specified and fully experienced in procedures required for installing athletic flooring manufactured by Aacer Flooring.
2. Installer shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.
3. Installer must have Aacer installation accreditation.

PERFORMANCE TESTING

1. Flooring system shall have been independently tested to the International Standards: DIN 18032, Part 2, EN 14904 or MFMA PUR.
2. NCAA and FIBA International Standards
3. Independent DIN testing laboratory must be recognized by the MFMA and test to all the required standards of the DIN testing methodologies.
4. Independent DIN testing laboratory shall have Scientific Body Membership in the International Association of Sports Surface Sciences (ISSS).

SUBMITTALS

- A. Maintenance Guidelines** - Upon completion of floor, send the Aacer Floor Maintenance Guide to the owner. This guide will explain the proper HVAC and building maintenance requirements as well as floor cleaning and servicing guidelines to assure proper floor performance and longevity.

WORKING CONDITIONS

- A.** During and after installation, the H.V.A.C. system should be complete, operational, and conditioning air to be within specifications **(55/75 degrees Fahrenheit (13-27 degrees Celsius) with relative humidity between 35/50 percent)** or to conditions expected following installation and during occupancy.
- B.** Flooring must be stored on site in a dry, well-ventilated area while acclimating to site conditions. Moisture content of wood shall be consistent with the ambient conditions of the building, as it will be maintained when occupied.

PRODUCTS

MATERIALS

A. Vapor Barrier – 6 mil polyethylene

B. Resilient Pads-

1. AcerCush 3/8" (10mm) pad, extruded, black 60 durometer
2. Optional Resilient Foam/Pads (Specify or Delete)
 - a. 1/4" (6mm) multicellular, closed cell, polyethylene foam, nominal 1.7-2.0 PCF density.
 - b. 1/2" (12mm) multicellular, closed cell, polyethylene foam, nominal 1.7-2.0 PCF density.
 - c. Acer 3/4" (19mm), EPDM TriPower Pads:
 - i. Blue 50 durometer
 - ii. Black 60 durometer
 - iii. Red 70 durometer
 - d. Acer Performance pad 3/4" (19mm), extruded, black 60 durometer
 - e. Acer Eco pad 7/16" (11mm), recycled rubber
 - f. Acer TriPower pad 1/2" (12mm), EPDM, black 50 durometer
 - g. AcerCush 5/8" (16mm) pad

C. Subfloor –

1. 2 layers of 15/32" (12mm) APA rated plywood or manufacturer's approved sheathing. Exposure 1.
2. FSC® Certified (Specify or Delete) Subfloor must be certified by the Forest Stewardship Council™

D. Flooring –

1. 25/32" (20mm) x 2-1/4" (57mm) 2nd and Better grade northern Hard Maple flooring, TGEM, MFMA grade marked and stamped as manufactured by Acer Flooring.
2. Optional Sizes and Grades (Specify or Delete)
 - a. 25/32" (20mm) x 1-1/2" (38mm), 33/32" (26mm) x 2-1/4" (57mm), 33/32" x 1-1/2"
 - b. 1st grade, 3rd grade, 3rd and better grade
3. FSC® Certified (Specify or Delete) Maple must be certified by the Forest Stewardship Council™
4. Expansion Bead (Specify or Delete) Flooring shall include 1/64" Expansion Bead.

E. Fasteners –

1. Flooring – 1-3/4" (44mm) or 2" (51mm) barbed cleats or staples.
2. Subfloor – 1" (25mm) coated staples or equivalent.

F. Finish Materials – Any seal and finish approved by the MFMA

G. Game Lines – Compatible with finish and as specified by layout design

H. Wall Base - Heavy duty, molded, vented cove base with pre-molded outside corners.

PRE-INSTALLATION INSPECTION

- A. Room shall be broom cleaned and free of any foreign debris.
- B. Floor installer shall document site and working conditions prior to and during installation. This documentation shall become a part of any warranty and may or may not affect fulfillment of any warranty.

INSTALLATION

A. SUBFLOOR –

1. AcerCush panels shall be laid perpendicular to finished flooring. (Optional laid at 45 degree angle) Allow ¼" space between ends of abutted panels and stagger joints 4'. Acer Performance pads shall be installed on underside of bottom layer 12" on center, 32 per sheet.
2. Install second layer of plywood material laid diagonally at 45 degree angles over the first layer with 1/4" spacing on all edges, breaking rows at 4'. Second layer shall be attached using 1" coated staples or equivalent, at a minimum of 12" on center. If laying first layer at 45 degree angle, lay second layer at opposite 45 degree angle.
3. Provide 1-1/2" (40mm) to 2" (51mm) expansion voids at perimeter and all vertical obstructions.

MAPLE FLOORING

1. Install Acer maple flooring parallel with long dimension of room. Flooring shall be power nailed or stapled approx 12" O.C. with all end joints properly driven tight.
2. Expansion joints may be required between flooring strips intermittently throughout the floor. Requirements will be determined by site and geographical conditions.
3. Provide 1-1/2" (40mm) to 2" (51mm) expansion void at all walls and permanent obstructions.

FINISHING

A. FLOOR SANDING

1. Machine sand entire floor with multiple grit papers to a smooth and uniform surface, free from edger marks and drum drops.
2. Remove all sanding dust and lint from entire surface by vacuum and/or tack.

B. FINISHING AND GAME LINES

1. Inspect entire floor to be sure surface is ready to accept seal and finish. Floor should be free from dust and debris.
2. Apply (2) coats of approved seal and (2) coats of approved finish per manufacturer's label instructions.
3. Floor shall be buffed, cleaned and tacked between coats.
4. Apply game lines and logos as indicated by drawings between seal and finish coats. Paint shall be compatible with finish.

C. BASE INSTALLATION

1. Install vent cove base with cove base adhesive and/or mechanical attachment to wall. Use pre-molded outside corners and mitered inside corners.

CLEAN UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the contract. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. The Contractor shall lock floor area after floor is finished to allow proper curing time. If general Contractor or SAU Tech requires use of gym before proper curing time, they shall protect the floor by covering with non-marring Kraft paper.

GENERAL INFORMATION

ISSUING AGENCY

This Request for Proposals (RFP) is issued for Southern Arkansas University Tech (SAU Tech), by the Purchasing Department. The issuing department is the sole point of contact for the SAU Tech selection process. Personal contact should be made through Angela Fry, Purchasing Agent, SAU Tech, Telephone 870-574-4523, or e-mail afry@sautech.edu.

BID OPENING DATE AND LOCATION

Bids must be delivered no later than the date and hour indicated on the official bid sheet. State law requires that the proposal be submitted no later than the date and time specified in this RFP.

Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Late responses, responses en-route, those left at locations other than the Purchasing Office by special carrier will not be considered if they are not in the Purchasing Office by or before the time indicated on the front of this BID document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than 150 days past the proposal opening date.

Telephone, email, and/or FAX responses to this bid will not be accepted.

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

BID GUARANTEE AND BONDS.

Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$20,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier check payable to SAU Tech drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to SAU Tech of all work included in the contract.

The bid bond shall indemnify SAU Tech against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the Contractor or surety must pay the damage, loss,

cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

SAU Tech will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

Should Bidder fail to enter into a contract and furnish the required bonds and insurance certificates within ten (10) days after receipt of Intent to Award, the bid guarantee will be forfeited to SAU Tech as liquidated damages.

LIABILITY INSURANCE

The successful bidder(s)/installer must furnish a copy of their Certificate of Insurance showing General Liability, Automobile Liability, Excess Liability and Workers Compensation Insurance.

RESPONSE SIGNATURE PAGE AND COST PROPOSAL

Person signing bid should show title or authority to bind his firm in a contract. Pricing must be listed in the format provided and must include shipping and handling charges. Failure to submit bid in this required format may result in disqualification.

TAXES & TRADE DISCOUNTS:

Do not include State Sales Tax in your bid. Trade discounts should be deducted from the unit price and the net price shown on bid.

TERM OF CONTRACT:

The RFP, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

AMENDMENTS:

Bid cannot be altered or amended after bid opening except as permitted by regulation.

INVOICING:

The Contractor shall be paid upon completion of all of the following:

- delivery and acceptance of the commodities or services
- submission of a properly itemized invoice that reflects the contract/purchase order number(s), item(s), quantity and pricing
- the proper and legal processing of the invoice by the College

Invoices must be sent to the SAU Tech Accounts Payable Office as shown on the purchase order. Itemized sales tax shall be shown on the invoice.

AWARD

Award will be made to the lowest responsible, responsive bidder, acceptable to both SAU Tech and the supplier, whose proposal is judged to be the most effective and economical for the purpose intended, according to the requirements stated in this Bid.

SAU Tech reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process.

NON-DISCRIMINATION

Southern Arkansas University Tech does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

MINORITY BUSINESS POLICY

It is the policy of the State of Arkansas and this College that minority business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the College encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises.

EQUAL OPPORTUNITY POLICY

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY.

CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

DISCLOSURE OF CONTRACTS OVER \$25,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

No contract for commodities or services greater than \$25,000, and no discretionary grant greater than \$25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor's Executive Order 98-04, as required in this proposal (see attachment).

Failure to make any disclosure required by Governor's Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the

terms of this IFB. Any bidder who fails to make the required disclosure, or who violates any rule, regulation, or policy, shall be subject to all legal remedies available to the agency.

ETHICAL STANDARDS

In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c), It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

PERFORMANCE STANDARDS

Act 557 of 2015 enacted by the Arkansas General Assembly requires that services contract include performance standards. This contract will require that services are provided in a timely and professional manner. Should services not be performed in a timely and professional manner the vendor must provide an acceptable remediation plan. Secondly, work products should be professional, comprehensive and consistent with the contracted skill level. Should the work products not be up to the standard as required by this contract payment may be withheld in part or in whole until acceptable work products are produced.

PROPRIETARY INFORMATION

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore; shall be subject to public disclosure. SAU Tech will disclose any portion of the proposal to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

SOUTHERN ARKANSAS UNIVERSITY TECH PURCHASING DEPARTMENT

PO BOX 3499
CAMDEN, ARKANSAS 71711
870-574-4523 PHONE
870-574-4489 FAX

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

Bidders are to certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

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

If you have any questions, please contact the Purchasing Department by calling 870-574-4523 or by email at afry@sautech.edu.

Sincerely,

Angela Fry
Purchasing Agent

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING *RESPONSE*:

Please check the appropriate statement below:

We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: _____

We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
(printed or typed)

Date: _____

ATTENTION BIDDERS

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

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

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

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

Should you have any questions regarding this requirement, please contact the Purchasing Department by calling (870) 574-4523 or by email at afry@sautech.edu.

Sincerely,

Angela Fry
Purchasing Agent
Southern Arkansas University Tech

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

- EO Policy Attached
- EO Policy previously submitted to SAU Tech Purchasing
- EO Policy is not available from business or person

Company Name or Individual: _____

Title: _____

Signature: _____

Date: _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel, and will not boycott Israel during any time in which they are entering into, or while in contract, with Southern Arkansas University Tech. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, they must notify the Purchasing Department at Southern Arkansas University Tech in writing.

If a Contractor does currently boycotts Israel, or engages in the boycott of Israel while in contract with Southern Arkansas University Tech, see Arkansas Code Annotated § 25-1-503.

Description of product or service	
Contractor name	

Contractor Signature: _____ Date: _____

Signature must be hand written, in ink