## INVITATION TO BID

Arkansas Tech University
Purchasing Department
Young Building East End
203 West O Street
Russellville, Arkansas 72801-2222

**Bid No. B013006**

Tel: (479) 968-0269

Fax: (479) 968-0633

Arkansas Tech University will receive sealed bids for construction described as follows: **PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO RENOVATE OFFICE SPACES IN THE YOUNG BUILDING CONFERENCE ROOM AND ADMINISTRATION BUILDING, ROOM 103 ON THE ARKANSAS TECH UNIVERSITY CAMPUS. REMOVAL OF EXISTING MATERIALS WILL BE REQUIRED.**

Arkansas Tech University will receive sealed bids **until 2:00 p.m. local time, January 31, 2013**, in the Purchasing Department; Young Building East End; 203 West O Street; Russellville, Arkansas. Bids received after that time will ***not*** be accepted. All interested parties are invited to attend.

There shall be only one bid for the entire project. Bid shall be submitted on the form provided by the University and shall be delivered in a **clearly identified, sealed, opaque envelope.**

THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND WAIVE ANY FORMALITIES.

Bona Fide Bidders may obtain documents at the ATU Purchasing Department; Young Building East End; 203 West O Street; Russellville, AR on the following basis:

Prime contractor shall receive ***ONE*** free set of bid documents, and shall be responsible for any cost of duplication of specifications/plans during all construction phases.

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that **any business or person** responding to a Request for Quotation (Bid) submit their most current equal opportunity policy (EEO). The EEO Policy form is included with this bid package. **Failure to submit an EEO Policy or response may result in rejection of your bid response.**

Pursuant to Arkansas Code Annotated § 22-9-203, the University encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

**IF THE BASE BID IS IN EXCESS OF $20,000**

**Bid security in the amount of 5% of the Base Bid must accompany each proposal in accordance with the "INSTRUCTION TO BIDDERS".**

All bidders shall conform to the requirements of the Arkansas Code Annotated 17-25-101 et seq., Arkansas State Licensing Law for Contractors. ***Contractors must be licensed on the day of the bid submittal.*** There shall be only one (1) bid submitted per State Contractor's License, and each bid received shall have the license for that bidder.

**IF THE BASE BID IS IN EXCESS OF $25,000**

In accordance with the Governor's Executive Order 98-04, all bidders are herein notified that included with this bid package is the "Contract and Grant Disclosure and Certification Form." If the base bid exceeds

$25,000, *the successful bidder shall complete and return the disclosure form when notified and as instructed.*

Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to an Invitation for Bid with a total dollar value of $25,000 or more **MUST CERTIFY,** *prior to the award of the contract,* that they do not employ or contract with any illegal immigrants. The Certification Form is included with this bid package. **Failure to certify will result in reject of bid, and no award will be made to a vendor who has not so certified.**

## SECURING CONSTRUCTION BID DOCUMENTS

Copies of the drawing and/or specifications are on file and may be obtained from the ATU Purchasing Department; Young Building East End; 203 West O Street; Russellville, AR 72801-2222.

## BID SUBMISSION

Each bid must be submitted in a sealed, opaque envelope, bearing on the outside the name of the bidder, name and number of the project and Arkansas Contractors License Number (if applicable). Only those bids submitted on the University's forms and received prior to the time and date for receipt of bids will be considered.

All blanks on the form should be filled out in ink or be typewritten. Only original ink signature shall be acceptable. Unsigned bids shall be disqualified.

Erroneous entries shall be lined out, initialed by the bidder, and the corrected entry inserted on the bid form.

## LATE BIDS AND MODIFICATIONS TO BIDS

Oral modifications to bids and telegraphic or facsimile bids will not be considered.

Bidders may submit *written modifications* to their bid in **writing, telegraph or facsimile** at any time prior to the expiration of the bidding time and date and shall be so worded as not to reveal the amount of the original bid.

Telegraph or facsimile shall require written confirmation over the signature of the bidder within twenty-four hours after the bid opening date and time.

## ALTERNATIVE BIDS

Alternative bids other than those listed in the bid form shall not be considered.

## BID GUARANTEE FOR BASE BIDS OVER $20,000

If the base bid is in excess of $20,000.00, each bid shall include a bid security in the amount of 5% of the total bid offered. The bidder is required to submit a bidder's deposit, either a cashier's check payable to the order of ARKANSAS TECH UNIVERSITY drawn upon a bank or trust company doing business in Arkansas or a corporate bid bond in an amount equal to 5% of the bid.

## DISCLOSURE REQUIREMENTS FOR CONTRACTS OVER $ 25,000.00

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

a) The contractor shall, prior to entering any agreement with any subcontractor for which the total consideration is greater than $25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than $25,000 shall contain the following statement:

> Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or policy adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the

required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The contractor shall, within ten (10) days of entering into any agreement with a subcontractor, transmit to the ATU Purchasing Department, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

**PERFORMANCE & PAYMENT BOND FOR CONTRACTS OVER $20,000.00**
(Arkansas Code Annotated 18-44-503, 18-44-506, 18-44-507 and Arkansas Code Annotated 22-9-401, 22-9-402, 22-9-403)

The successful bidder shall furnish a Performance and Payment bond within 10 days after receipt of the University's Notice of Intent to Award. *Use the proper Arkansas Statutory Performance and Payment Bond Form, provided by the University or by the Arkansas Building Authority.* Failure to furnish the required bonds may cause forfeiture of bid guarantee to the Owner as liquidated damages.

The Contractor shall furnish a "Performance and Payment Bond" in the amount equal to 100% of the contract price as security for the faithful performance of this contract and for payment of all indebtedness for labor and materials furnished or performed in connection with this contract. The bond shall be written by a surety company that is qualified and is authorized to do business in the State of Arkansas. The bond must be executed by a resident local agent who shall be entitled to the full commission paid local agents, who is licensed by the Insurance Commissioner to represent the surety company executing said bond and who files with said bond his Power of Attorney as his authority. The mere countersigning of a bond will not be sufficient.

The bond shall be written in favor of Arkansas Tech University and executed. An original and two (2) copies of the bond must be furnished, with Power of Attorney attached to each. The contractor **shall file (not record)** the original with the Clerk in the Circuit Court of Pope County. The contractor is to pay all expenses incident to the filing of the bond. The remaining two copies should be certified by the Clerk to evidence the filing of the original and these two copies submitted to the ATU Purchasing Dept.

***SUBCONTRACTORS***
All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractors' portion of the project is $20,000 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVAC-R), Plumbing, Electrical and Roofing/Sheet Metal.

For those bids where the listed work is **$20,000 or more**, the prime contractor must make a definite decision as to which subcontractor he intends to use. The prime contractor shall place the names, licenses of each subcontractor and indicate on the space provided on the Bid Form that the amount of the listed work is $20,000 or more.

The prime contractor may use his own forces to do the listed work; however if the listed work is $20,000 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, license number and indicate on the space provided on the Bid Form that the amount of listed work is $20,000 or more.

In the event the amount of the listed work is **below $20,000**, the Prime Contractor shall place the names of the person or firm performing the work and indicate on the space provided on the Form of Proposal that the listed work is under $20,000.

**Failure to complete the bid form correctly shall cause the bid to be declared non-responsive and the bid will not receive consideration.**

In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid thereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the architect or engineer and the University.

It shall be mandatory that any subcontractors listed in (A) – (D) on the Bid Form by the prime contractor be awarded a contract under Arkansas Code Annotated § 22-9-204. Prime Contractors who submit a bid listing unlicensed contractors or who use unlicensed contractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform work on a state project are subject to a civil penalty, after notice and hearing, of not less than $250 or more than $500 and may be suspended from bidding on state projects.

## CONTRACTOR'S INSURANCE REQUIREMENTS

The contractor shall purchase and maintain such insurance as will protect him from claims set forth that may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable;

a) Claims under Workmen's Compensation, Disability Benefit and other similar benefit act:
b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
c) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
d) Claims for damage insured by usual personal injury liability coverage, which are sustained.
   (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
   (2) by any person; and
e) The contractor shall provide and maintain during the term of this contract, at the contractors' expense, Comprehensive Automobile Liability Insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
f) Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Coverage for "completed operation" shall be required under this comprehensive liability section.

The policy shall be written by Casualty Company authorized to do business in the State of Arkansas. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and must be submitted to the ATU Purchasing Department prior to the Contract Award. The certificate shall stipulate 15 days written notice be given prior to policy coverage cancellation.

## EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK

Before submitting a bid, each bidder shall carefully examine the drawings, read the specifications and all other documents and visit the site of work. Each bidder shall fully inform himself - prior to bidding - as to all existing conditions and limitations under which the work is to be performed, and he shall include in his bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as evidence that the bidder has made such examination.

## INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

All references to the ***Owner*** shall be interpreted to mean the State of Arkansas and Arkansas Tech University.

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the bid documents or finds discrepancies or omissions, he may submit to the ATU Purchasing Department a written request for an interpretation or correction thereof not later than five (5) days before the bids will be opened. Address all communications regarding the bid documents to:

Arkansas Tech University
Purchasing Department
203 West O Street
Russellville, AR 72801-2222

Email: jholloway@atu.edu
Fax: 479-968-0633

The person submitting the request will be responsible for its prompt delivery.

Any interpretation or correction of the bid documents will be made only by addendum and will be mailed or delivered to each bidder of record. The University will not be responsible for any oral explanations or interpretations of the bid documents.

All addenda issued during the bidding period will be incorporated into the resultant contract.

## PROOF OF COMPETENCY OF BIDDER

Attention is called to the fact that the bidder, in signing the Bid Form, represents that he has the financial ability and experience to carry the work through its several stages within the time specified.

A bidder whose bid is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experience and the equipment he has available for the performance of the contract.

## TAXES

The bidder shall include in his bid ALL State Sales Tax, Social Security Taxes, State Unemployment Insurance and all other items of like nature. It is the intent that the bid shall represent the total cost to the University of all work included in the contract. The local tax rate is 8 ½%.

## PAYMENT TO CONTRACTOR

The University shall make final payment within 30 days after the contract has been substantially completed [ACA 22-9-604]. In the event the project extends beyond 30 days, periodic payments shall be made.

Arkansas Code 19-4-1411 allows a maximum processing time for Contractor payment requests:

Five (5) working days for the University
Five (5) working days for the Department of Finance and Administration

Transmittal times are not included in processing. Failure of any of the above to complete processing within the time allowed can result in a penalty being assessed against the responsible agency.

## FINAL PAYMENT REQUEST

The contractor shall complete and submit Contractor's Affidavit and Consent of Surety for final payment form with final payment request. Failure to do so will result in a ***delay*** of payment.

Upon receipt of payment from the University, the contractor shall promptly pay each subcontractor for the subcontractor's work. The contractor shall require each subcontractor to make payments to his sub-

contractors in similar manner. Failure to promptly pay subcontractors shall be cause to call upon the contractors payment bond for relief. Also see "Payment Withheld Item (a).

**PAYMENT WITHHELD**

The University may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in its opinion to protect the University from loss due to:

a) When periodic payments are made, ten percent (10%) will be withheld in accordance with Arkansas Code Annotated 22-9-601 et.seq.;
b) Defective work not remedied;
c) Third party claims filed or reasonable evidence indicating problem filing to such claims;
d) Failure of the contractor make payments properly to subcontractors or for labor, materials or equipment, also see "Final Payment Request"
e) Reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
f) Damage to the University or another contractor;
g) Reasonable evidence that the work will not be completed within the contract time; or
h) Persistent failure to carry out the work in accordance with the contract documents.

**CHANGE ORDERS**

All requests for changes, additions or deductions, shall be submitted in a complete, itemized breakdown acceptable to the University.

If unit prices are stated in the contract, submit an itemized breakdown showing each unit price and its quantities.

The contractor shall present an itemized accounting, together with appropriate supporting data, for the purposes of considering additions or deductions. Supporting data shall include but is not limited to the following:

a) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;
b) costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
c) rental costs of machinery and equipment, exclusive of hand tools, whether rented from the contractor or others;
d) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the project; and
e) additional costs of supervision and field office personnel directly attributable to the change.
f) the value of all such additions and deductions shall then be computed as set forth in below.

The burden of proof of cost rests upon the contractor. Contractor agrees that University's Representative shall have the right, at reasonable times, to inspect and audit the books and records of contractor to verify the propriety and granting of such cost.

Compute requests for changes, either additions or deductions, as follows:

(1) For work performed by the Contractor:

| | |
|---|---|
| Net cost of material | a |
| State Sales Tax | b |
| Net Placing cost | c |
| W.C. Insurance Premium and FICA Tax | d |
| | a+b+c+d |

| | |
|---|---|
| Overhead and profit, 12% X (a+b+c+d) | e |
| Allowable Bond Premium | f |
| TOTAL COST | a+b+c+d+e+f |

(2) Credit for work omitted shall be computed as outlined in (1) "a through e" except the contractor's share of overhead and profit percentage is 7%.

(3) For work performed by Subcontractors:
Subcontractors shall compute their work as outlined in (1) "a through e".
To the cost of that portion of the work (change) that is performed by the subcontractor, the general contractor shall add an overhead and profit change of five (5%) percent plus the allowable bond premium.

**TIME FOR COMPLETION**

The contractor agrees to start work within 5 days after issuance of "Notice to Proceed" and said work shall be prosecuted regularly, diligently, and uninterruptedly to completion. No architect or engineering observation will be furnished on legal holidays, Saturdays and Sundays and no work shall be performed on these days except with prior written approval from the University.

LEGAL HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
No other days will be considered.

**PROJECT & SITE CLEAN UP**

The contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his operation. At the completion of the work, he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, shall clean all glass surfaces and leave the work "broom-clean" or its equivalent, except as otherwise specified.

If the contractor fails to clean up, the University may do so and the cost thereof shall be charged to the contractor.

**SUBSTITUTIONS ("OR EQUAL"**

These specifications are intended to establish a minimum desired quality or performance level or other minimum dimensions and capacities that will provide the best product available at the best price. When a brand and/or model is designated and a bidder offers other than the designated brand and/or model, the other than designated brand and/or model must be listed, specifications and descriptive literature provided and, if required, a sample made available for testing. Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.

a) When proofs of compliance for materials and equipment are requested in the technical specifications or requested by the University, such proofs of compliance shall be furnished by the contractor by supplying the following:
   (1) Certificates of Compliance from the manufacturer
   (2) Mill Certificates
   (3) Testing laboratory certificates
   (4) Report of actual laboratory test

b) In some cases, prior approval of materials and/or equipment must be obtained from the University in order to obtain the desired color, size, visual appearance, etc. ***VERIFY*** this requirement in the technical specifications.

**TIE BIDS**

If two or more sealed bids are equal in amount, meet specifications and are the lowest received at the bid opening, the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing shall be done by ATU personnel or another person so designated by ATU in the presence of a witness and tie bidders. The witness shall be an employee of the State of Arkansas. Documentation of the drawing must be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the State's reserved right to reject any and all bids and to waive formalities.

**ANTIDISCRIMINATION CLAUSE REQUIRED IN CONTRACTS**

The contractor shall not discriminate against any employee, applicant for employment or subcontractor as provided by law. In addition, a contractor shall be responsible for ensuring that all subcontractors comply with all federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the contractor has violated state or federal laws or regulations, the University may impose a range for appropriate remedies up to and including termination of the contract.

## BID FORM for ATU BID NO. B013006

**BID OPENING LOCATION**
Arkansas Tech University
Purchasing Department
Young Building East End
203 West O Street
Russellville, Arkansas 72801-2222

**BID OPENING DATE & TIME**
Date: January 31, 2013

Time: 2:00 p.m.

Proposal of _____ a corporation organized and existing under the law of the State of _____ , or

- A partnership consisting of _____, or
- An individual trading as _____

(Strike out inapplicable provisions)

**TO:** Arkansas Tech University
Purchasing Department
Young Building East End
203 West O Street
Russellville, AR 72801-2222

The undersigned in compliance with your Invitation to **PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO RENOVATE OFFICE SPACES IN THE YOUNG BUILDING CONFERENCE ROOM AND ADMINISTRATION BUILDING ROOM 103 ON THE ARKANSAS TECH UNIVERSITY CAMPUS. REMOVAL OF EXISTING MATERIALS WILL BE REQUIRED.**

Bid to and having examined the location(s), specifications/drawings and related documents and being familiar with all the conditions surrounding the project including the availability of labor, hereby propose to furnish all labor, materials, supplies and equipment as described above in accordance with the bid documents at the price stated below. This price is to cover all expenses of any nature incurred in performing the work required under the bid documents, of which this bid is a part. In submitting this bid, it is understood that the right is reserved by the University to reject any or all bids and to waive any formalities.

Bidder acknowledges receipt of the following addenda: _____

**BASE BID** $_____
(in numeric and in written form)

**BID PRICES FIRM**
No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of the bids without the consent of the University.

**CONTRACT AGREEMENT AND PERFORMANCE & PAYMENT BOND:**
Upon receipt of notice of the acceptance of the above base bid, the bidder will execute the formal contract/ agreement, if required, within five (5) days and deliver a Performance and Payment Bond in the amount of 100% of the accepted bid as security for faithful performance of this contract and payment of all person performing labor, or furnishing equipment in connection with this contract.

**CONSTRUCTION PERIOD**
If awarded the contract, the undersigned agrees to commence work within five (5) days of the issuance of a "Notice to Proceed" and to complete the project by **March 8, 2013.**

Further, the undersigned agrees to pay as liquidated damages the sum of **five hundred dollars ($500)** for each day the project exceeds the above allotment of time.

**INSPECTION:** If awarded the contract, the undersigned agrees to allow any Federal or State inspector, acting in their official capacity, access to the project site.

**SUBSTITUTE PRODUCTS:** Bidders are advised that they may bid other than specified products. If bidder takes no exception to specifications, they will be required to furnish material and/or equipment according to the brand names etc. as specified.

_____ Check if bidding brand(s) specified _____ Check if bidding substitute(s)

Brand(s) substituted _____

Carpet: _____

Tile: _____

_____

_____

**RESPECTFULLY SUBMITTED**,

SIGNATURE _____
(TITLE)

FIRM: _____
(PRINT OR TYPE)

BUSINESS ADDRESS: _____
(PRINT OR TYPE)

CITY, STATE, ZIP: _____
(PRINT OR TYPE)

FEDERAL ID NUMBER or SSN_____

TELEPHONE NUMBER (  ) _____ FAX NUMBER (  ) _____

ARKANSAS CONTRACTOR'S LICENSE NUMBER: _____

DATE: _____

**MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING WORK**

All mechanical, plumbing, electrical and roofing work shall be listed regardless of qualifications, licensures or work amount. Failure to fill out this form correctly shall cause the bid to be declared non-responsive and the bid will NOT receive consideration.

Indicate the Name(s), License Number(s) of each entity performing the listed work and the amount:

**HVAC**:

Sub-Contractor: _____

Is the amount of work $20,000 or over? Yes ___ No ___

If over $20,000, Arkansas Contractors License No: _____

**ELECTRICAL (Indicative of wiring and illuminating fixtures):**

Sub-Contractor: _____

Is the amount of work $20,000 or over? Yes___ No ___

If over $20,000, Arkansas Contractors License No: _____

**DESCRIPTION:**
**PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO RENOVATE OFFICE SPACES IN THE YOUNG BUILDING CONFERENCE ROOM AND ADMINISTRATION BUILDING, ROOM 103 ON THE ARKANSAS TECH UNIVERSITY CAMPUS. REMOVAL OF EXISTING MATERIALS WILL BE REQUIRED.**

Any question relating to these specifications shall be referred to Jessica Holloway, Project/Program Manager or Galen Rounsaville, ATU Construction Manager (479-692-9444).

**QUALITY ASSURANCE:**
Standards: Comply with manufacturer's standards specified herein.

Qualifications of Manufacturer: Products used in the work of this section are to be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the University.

Qualifications of Installer: Use an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this project.

**SUBMITTALS:**
General: Comply with the provisions of the University's bid documents.

Product Data: Within 5 calendar days after "Notice to Proceed" of the contract:

(1) Complete materials list of all items proposed to be furnished and installed under this project.
(2) Manufacturer's specifications and other data required to demonstrate compliance with specified requirements.
(3) Manufacturer's recommended installation procedures.
The manufacturer's recommended installation procedures, when approved by the University, will become the basis for inspection and accepting or rejecting actual installation procedures used on the work.

**PRODUCT HANDLING:**
Protection: Use all means necessary to protect the materials of this project before, during and after installation and to protect the adjacent property.

Replacement: In the event of damage, immediately make all necessary repairs and replacements needed to the approval of the University and at no additional cost to the University.

**OR EQUAL:**
Where the bidder wishes to bid as equal or better, substitute materials or method other than specified, ***samples and manufacturer's specification will be required from successful bidder,*** unless prior approval has been obtained from the University.

**SCOPE:**

***Young Building conference room***:

Add 1ea 2x2 light fixture to match existing.
Add 1ea wall molding w / box for data cable.
Add new aluminum storefront with 3o x 7o wooden door (door match existing)
Add ½" sheetrock header above, finish and paint to match existing.
Obscure glass 3rd way up (approx. 37") see attached sketch.

Add new aluminum storefront with 3o x 7o opening
Add ½"sheetrock header above, finish and paint to match existing.
Obscure glass 3rd way up (approx. 37") see attached sketch.

At existing wall infill to add 3o x 7o wooden door and frame to match existing
Finish and paint infill to match existing.
Add 1ea small Heat/ AC unit above the door equal to *Air style* model TS-J0910HL

***Administration Building:***

Add 4ea 20" x 22" vision glass and frames into existing doors located in offices, stain to match existing.

Existing Break room (First floor):

Add 1ea 20" x 22" vision glass and frame into existing door, stain to match existing.
Add 4ea conduit/ boxes for data drops (cut into wall).
Add 8ea conduit / recpt, plates and pull wire (cut into wall)
Recess existing electrical panel into wall, pull new circuits from this panel.
Remove existing clock patch wall.
Remove existing kitchenette, cut and cap plumbing back inside wall, remove wall tile.
Patch and repaint all walls.
Add new carpet tile and rubber base.

*Admin Room Number 104 (down stairs):*

Add treated wood base with plywood for OWNER FURNISHED shelving units.

*Admin Room Number 103:*

At south poured wall clean and caulk joint in floor.
Add new 3 1/2" stud wall along total length of existing wall, cover with ½ " sheetrock.
At existing Phone box, build block out and cover with cabinet style face frame/ doors.
Along the west wall fur out with lathe and cover with ½ " sheetrock.
Add new 5 ½ "stud wall, insulate for sound, cover with ½" sheetrock (along pipe column line).
Add new 3 ½ "stud wall around existing pipes and floor sump.
Add new hollow metal frames with wood doors/ hardware to match existing.
Add new 100 amp panel pull main feed from existing Boiler room.

Add new recpts and plates as noted on sketch.
Add new data / phone drops as noted on sketch. (from switch on 1st floor above).
Add 6ea 2 x 4 light fixture to match existing.
Remove all old ceiling tiles and replace with new.
Clean existing North and east walls and repaint.
Finish and paint all walls (Brilliant white.)
Add rubber base to existing concrete floor.

**SEE ATTACHED SPEC SHEETS**

**PRODUCTS:**
All products MUST be approved by the University's representative, Galen Rounsaville, prior to placing orders or installing.

All existing mastic/adhesive is to be removed prior to installation of new floor covering.

**INSPECTION:**
It is REQUIRED that all bidders view the facility. **There will be a site visit, Thursday, January 24, 2013 at 10:00 a.m. Failure to attend the Site Visit will result in rejection of bid.**

**Interested parties are to assemble in the Young Building Conference Room.**
**479-692-9444 or 479-968-0269 Contact: Galen Rounsaville**

Bidders are responsible for accurate measurements.

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected. Proceeding with the work will constitute acceptance of all existing conditions.

**COORDINATION WITH OWNER & PRE-EXECUTION CONFERENCE:**
Prior to actually beginning work, there will be a conference involving the Contractor and the University's representative, Sandra Anderson. The primary purpose of this conference will be to coordinate the following issues:

a. access to the site and building
b. parking
c. scheduling work

Before any work is started at the project site, representatives of the Contractor and the University shall inspect the interior and exterior finishes of the building. A list of any obvious flaws will be made and signed by both representatives, who will each receive a copy. This list will also note the condition of the lawns, sidewalks, landscaping and any roof surfaces that might be damaged by the Contractor's operations.

Prior to final inspection, the list will be reviewed by both representatives and any damage to the building finishes, lawns, landscaping, sidewalks or roofs caused by the Contractor will be repaired at the Contractor's expense.

Bidders are cautioned that the building may be occupied during the project. The Contractor will be expected to make a reasonable effort to keep noise to a minimum. All walkways are to be kept clear of tools, debris, power cords, etc. to the extent feasible.

Furniture in the vicinity of the work area is to be relocated and covered with drop cloths or plastic sheets. Floor finishes are to be protected.

At completion of the work in any area, the Contractor shall sweep up dust and debris, dust off furniture, and return any relocated furniture to its original location.

**SITE SAFETY AND SECURITY:**

Contractor shall obtain temporary parking permits from the University's Public Safety Office for each company vehicle parked on campus during the project.

Contractor shall be required to sign out and return project area keys from the University's representative. No final project acceptance or payment shall be approved until all keys are returned. All exterior openings are to be made secure at nights, on holidays and weekends.

**ARKANSAS TECH UNIVERSITY**
**Purchasing Department**
**203 West O Street**
**Russellville, AR 72801-2222**

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

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

Submitting your EEO Policy is a one-time requirement. The Arkansas Tech University Purchasing Department will maintain a file of the EEO Policies or written responses received.

**This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.**

If you have any questions, please call the Purchasing Department at 479-968-0269.

Thank you.

Jessica Holloway, APO
Project/Program Manager

**********

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

_____ EEO Policy attached

_____ EEO Policy previously submitted to ATU Purchasing Department

_____ EEO Policy is not available

_____
Name of Company or Person

_____
Signature

_____
Name (printed or typed)

_____
Title

_____
Date

**ARKANSAS TECH UNIVERSITY**
**Purchasing Department**
**203 West O Street**
**Russellville, AR 72801-2222**
**Tel: 479-968-0269**
**Fax: 479-968-0633**

Act 157 of 2007 of the Arkansas Regular Legislative Session **require**s that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is $25,000 or greater **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.

Thank you.

Jessica Holloway, APO
Project/Program Manager

**********

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

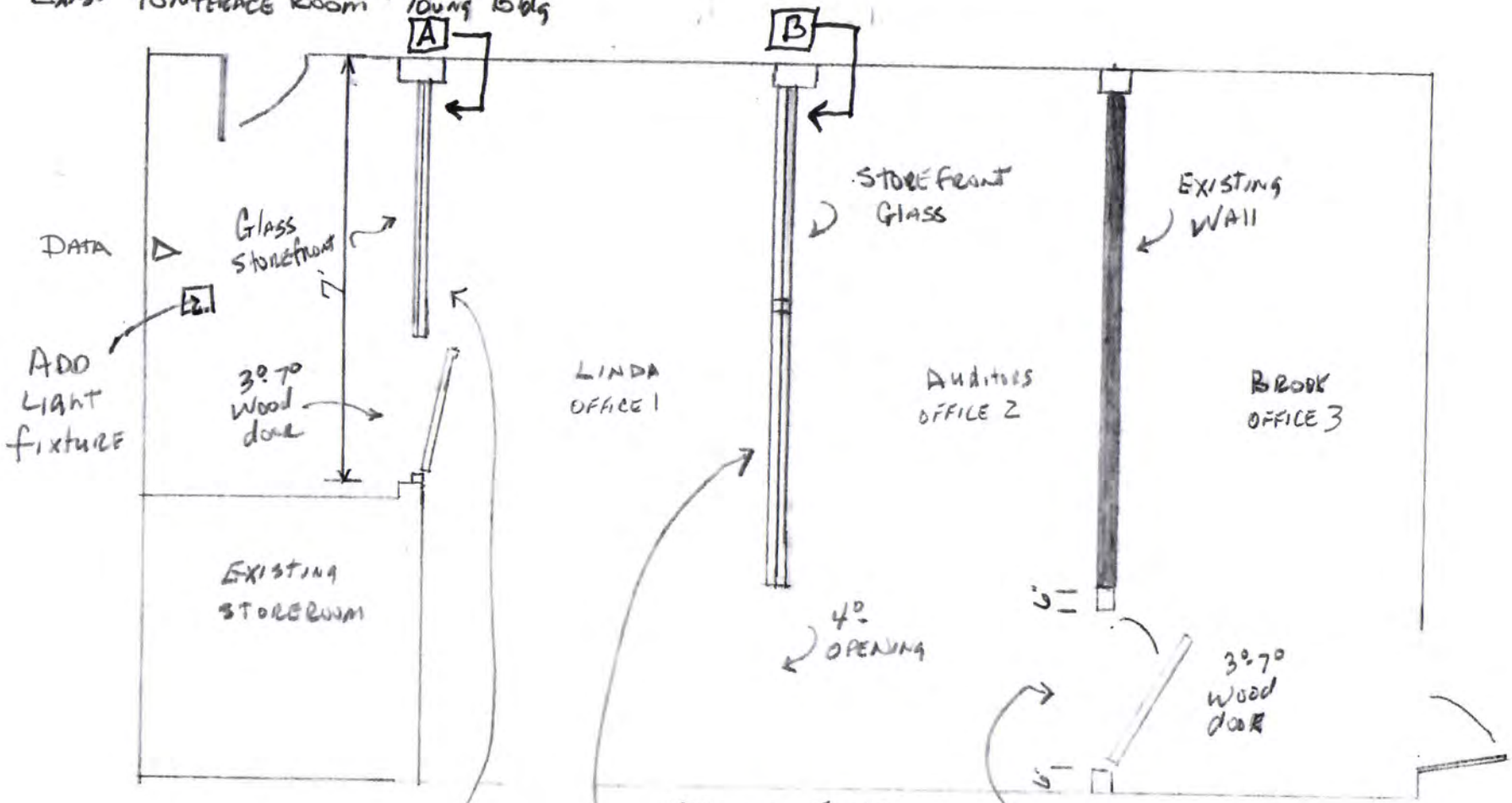
Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
Reason for non-certification: _____

| | |
|---|---|
| Name of Company | |
| Mailing Address | |
| City, State & Zip | |
| Signature | |
| Name & Title (printed or typed) | |
| Date | |

Exist Conference Room · Young Bldg




- Storefront with sheetrock header above

3°-7° Wood Door to match Existing

ADD Storefront glass with sheetrock header above with

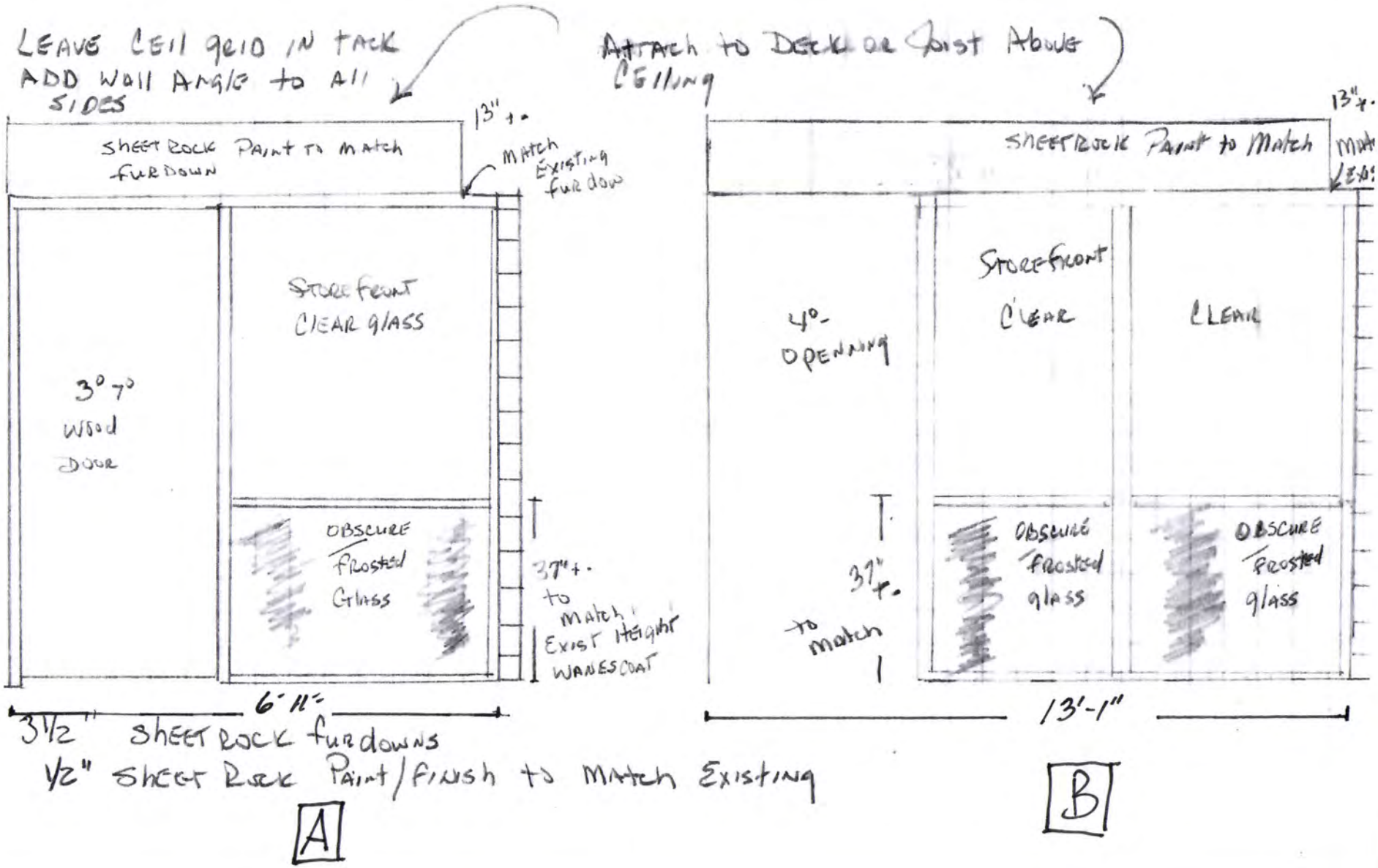
* ADD Above Door to office side → (WEST) small heat/cool unit

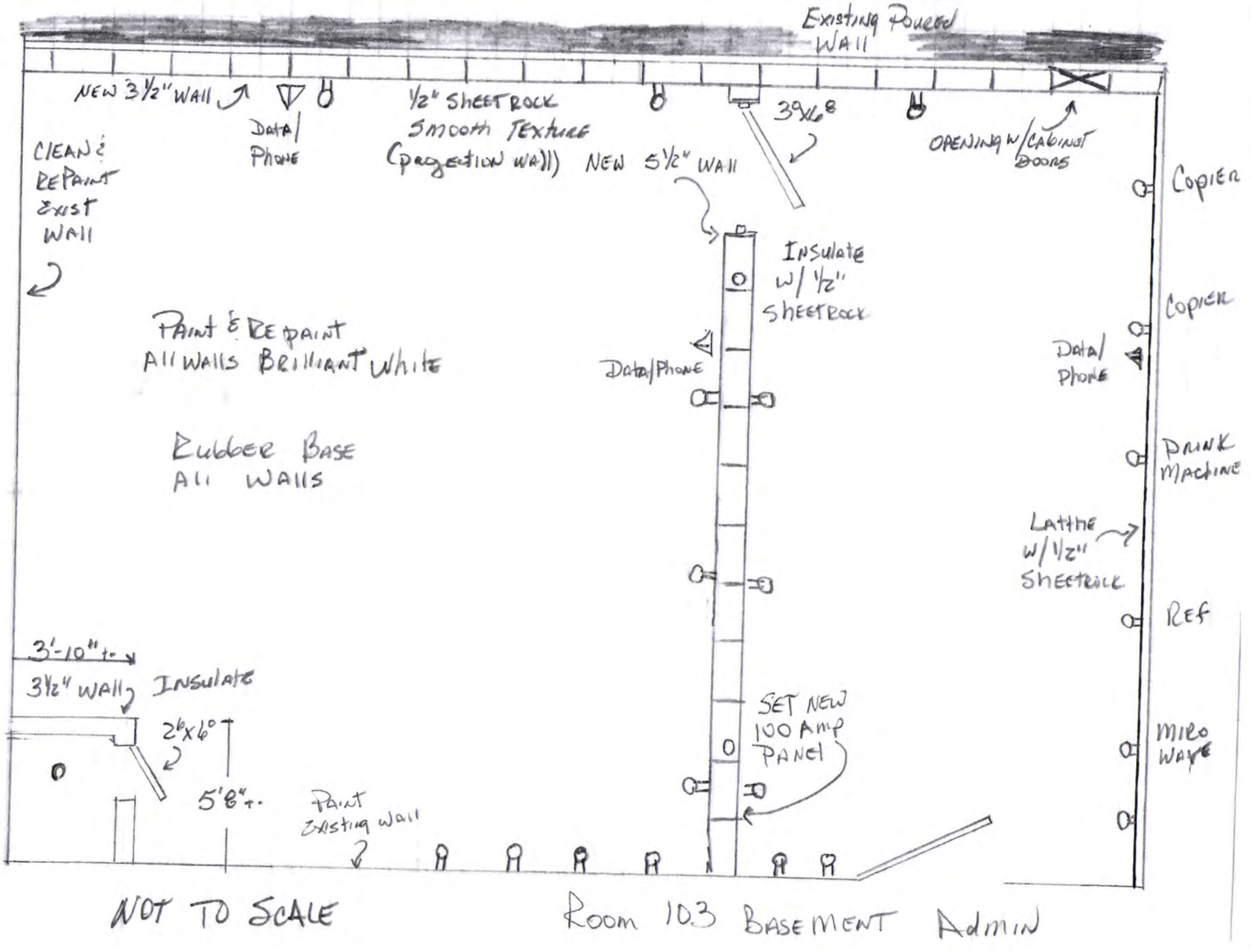
Infill to match Existing w/ wood Door to match

# Young Building Conference Room

AT NEW DOOR IN BROOKS OFFICE INFILL WALLS TO MATCH EXISTING
AT NEW WALL HUNG HVAC UNIT ON FURDOWN ABOVE DOOR

MATCH WOOD - PAINT TO EXISTING




Existing Poured Wall
NEW 3½" WALL
Data/ Phone
½" SHEETROCK Smooth Texture (Projection Wall)
NEW 5½" WALL
3'x6'8
OPENING W/CABINET DOORS
CLEAN & REPAINT EXIST WALL
Copier
INSULATE W/ ½" SHEETROCK
Copier
PAINT & REPAINT ALL WALLS BRILLIANT WHITE
Data/Phone
Data/ Phone
RUBBER BASE ALL WALLS
DRINK MACHINE
LATTHE W/ ½" SHEETROCK
REF
3'-10" +-
3½" WALL
INSULATE
2'6"x6'0"
SET NEW 100 AMP PANEL
MICRO WAVE
5'8" +-
PAINT EXISTING WALL
NOT TO SCALE
Room 103 BASEMENT Admin

# CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: ☐ Yes ☐ No

SUBCONTRACTOR NAME:

TAXPAYER ID NAME:

IS THIS FOR: ☐ Goods? ☐ Services? ☐ Both?

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

ADDRESS:

CITY: STATE: ZIP CODE: — COUNTRY:

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

## FOR INDIVIDUALS*

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

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

☐ **None of the above applies**

## FOR A VENDOR (BUSINESS)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held | Mark (√) | | Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.] | For How Long? | | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | | |
|---|---|---|---|---|---|---|---|---|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Ownership Interest (%) | Position of Control |
| General Assembly | ☐ | ☐ | | | | | | |
| Constitutional Officer | ☐ | ☐ | | | | | | |
| State Board or Commission Member | ☐ | ☐ | | | | | | |
| State Employee | ☐ | ☐ | | | | | | |

☐ **None of the above applies**

Rev. 08/20/07

## Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

Signature_____ Title_____ Date_____

Vendor Contact Person_____ Title_____ Phone No._____

*Agency use only*

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

Rev. 08/20/07