

SEALED INVITATION TO BID B025023

For
STUDENT UNION & RECREATION

At
ARKANSAS TECH UNIVERSITY

In
RUSSELLVILLE, ARKANSAS

Issued May 5, 2025

SMITHGROUP

Project Number: 11839
Bid Number: B025023

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A. Invitation to Bid / Project Information

1. SmithGroup, acting on behalf of Arkansas Tech University, ATU (“the Client”), invites you (“Furniture Vendor”) to submit your company’s response to this Sealed Invitation to Bid (SIB) B025023 as it relates to providing furniture, furnishings and related services as outlined in the scope of work below. By submitting your response, you agree to be bound by all terms & conditions contained in this SIB.

SmithGroup, is assisting the Client in the planning and design of the combined new Student Union and Recreation Center located at the ATU main campus in Russellville, Arkansas. The facility will centralize vital student life functions in the heart of campus. The 70,600sf, 2-story new construction building features open fitness spaces, large student event and social spaces, variety of indoor and outdoor meeting and gathering spaces, as well as houses the correlating administrative support spaces. SmithGroup will be acting as the Furniture, Fixtures and Equipment (“FF&E”) consultant for the Project. All correspondence, meetings and communication for the Project shall be directed to Arkansas Tech. With the exception of requests for Auto Cad 2013 file requests. See below. All submittals required within the SIB shall be provided to Arkansas Tech.

2. The project team consists of:
ARKANSAS TECH UNIVERSITY, ATU – Client/Owner
SMITHGROUP – Architectural firm/FFE consultant
MILLER BOSKUS LACK ARCHITECTS – Architectural Firm of Record
KINKO CONSTRUCTORS – General Contractor
HSA ENGINEERING – Electrical Engineer
NV5 – A/V Consultant

3. The following is the proposed schedule:

May 5,2025	ATU issues Sealed Invitation to Bid B025023
May 15, 2025	4:00 p.m. (CDT) Vendor “Requests for Information” or clarifications (RFI’s) are due to ATU. Submit via email to purchasing@atu.edu. Submit AutoCad 2013 file request to audy@mbi-arch.com or mbradley@mbi-arch.com. Complete list of all questions and responses will be issued via addendum posted by May 22, 2025 4 p.m. at www.atu.edu/purchasing
May 20, 2025	10:00a.m. (CDT) Mandatory Virtual Pre-bid Meeting. Access meeting here .
May 22, 2025	Alternative Request Submissions may be sent anytime prior to May 22, 2025 4:00p.m. (CDT) See submission request form on page 24 of this document.
May 27, 2025	4 p.m. Approved Alternates will be published in an Addendum to the bid posted at www.atu.edu/purchasing .

June 5, 2025 **4:00p.m. (CDT) Virtual Bid Opening accessed here**
Furniture Vendors submit proposal to ATU who will forward to
SmithGroup for concurrent review. See Submission
Requirements page 6.

the Client and SmithGroup review bid proposals.

June 5 – June 16 The Client makes notice of bid award and discussions are
completed with awardee(s) to finalize terms of purchase, schedule
and installation.

June 17 – July 4, 2025

July 7 – Aug 1, 2025 Furniture Vendors prepare and produces final quotes
for order placement.
Order entry to be complete prior to August 1, 2025;
20 weeks allowed for manufacturing and shipping

December 12, 2025 FF&E Pre-installation Meeting and coordination with AV
installation (to occur (30) days before installation begins).

January 5, 2026 **Installation Begins**

February 2026 SmithGroup punch lists Level 1 and 2

February 28, 2026 **Owner Move-in.** *Owner reserves the right to move-in by*
space or level as installation and punchlist are complete
prior to this date.

March 30, 2026 Punchlist corrections complete by Vendor(s).

4. Should a Furniture Vendor find discrepancies in, or omissions from, the SIB specifications, plans, drawings, quantities, bidding instructions and Bid Proposal Form they should notify ATU immediately via written communications. It is the Furniture Vendor's responsibility to note in his proposal any detail or specification that, in his opinion, is not practical or functional.

5. All questions or requests for information shall be submitted in writing via email to:

Contact: Arkansas Tech University
Jennifer Warren
Director of Procurement
404 N. El Paso Ave.
Russellville, AR 72802
(479) 968-0269
purchasing@atu.edu

no later than 4 p.m. **May 15, 2025.** Complete list of all questions and responses will be issued via addendum to and posted at www.atu.edu/purchasing by **May 22, 2025 4 p.m..**

**STUDENT UNION & REC CENTER
RUSSELLVILLE, AR**

Sealed Invitation for Bid for
Furniture, Fixtures and Equipment
May 5, 2025

6. Confidentiality Notice:

This document is proprietary and confidential. Recipients cannot duplicate, distribute, or otherwise disseminate any information contained herein, except for the purpose of preparing the proposal response.

B. Submission Requirements

Submit Sealed response of **one (1) hard copy of proposal** and **one (1) electronic copy** and **one (1) redacted electronic copy** saved to flash drive to the ATU contact indicated above. Proposals are due no later than **June 5, 4:00p.m. CDT**. The redacted copy will serve as the copy provided to any request received under the Freedom of Information Act (FOIA). If a redacted copy is not provided, then the full response will be provided in the event of a FOIA request.

The following items must be provided, noted and/or accepted in the Furniture Vendor's proposal response:

1. Bid Proposal Form as provided in the Appendices -
Where requested, unit prices are to be provided for a Furniture Type as a single complete unit, including all specified items. It is to be assumed that where common parts are shared with more than one unit (i.e. common furniture panels between two workstations), the unit price will include all parts required to complete the entire unit. As such, it is understood that unit prices will not be an equal dividend of the total sell price as divided by the total quantity. Unit prices should be based upon the cost for the total sale of the project including all discounts.
Unit prices are to be fully loaded with all project management, freight, delivery, permit and license fees, insurance, profit and fees. Quantity, unit sell price and extended sell price are to be provided on the Bid Proposal Form only by the vendor.
Tax and labor for installation may not be included in the unit cost per item. Tax and labor for installation must be listed separately from the sell price.
Labor rates for installation shall include all burdens, union benefits (where union labor is required) and similar items. Bids must include potential labor rate increases
2. Signature and Notary Form as provided in the Appendices-
Signatures must be in long hand and executed by a principal duly authorized to make contracts. The Furniture Vendor's legal company name, incorporation and tax license numbers must be fully stated. Responses must be notarized on the provided form.
3. Description and contact information for proposed project team with main point of contact identified.
4. Three references from companies currently or recently under contract with similar size, scope, and quantity. Include the contact person's name, title, email and phone number.
Proof of insurance requirements outlined below in

Section F-Bidder Qualifications and Contractual Commitments

5. Terms of payment are to be included with the bid. Arkansas law dictates Net 30.
6. The Furniture Vendor will either possess its own in-house installation crew with qualified personnel to install this job or subcontract to an Installation Contractor qualified per the terms of the SIB. If it is the intent to subcontract installation services, the Furniture Vendor will provide the name of the Installation Contractor, contact information, a list of references, resumes of project manager assigned to the project,

and certification from the manufacturer that the installation company is trained and qualified to install the specified products. Sub-contracted Installation Contractors are bound by all the same conditions and requirements as the Furniture Vendor.

8. A breakdown of hourly rates for installers/job site supervisors and the number of installers/supervisors on the job site shall be included. Include crew sizes, identify all anticipated shift work and similar items required to fulfill the schedule requirements. The Furniture Vendor shall include, as a part of this proposal, a listing of premium time rates for an installation apprentice and journeyman working overtime on weekdays and weekends, during that period which installation occurs as necessary to meet the afore noted schedule requirements.
9. The Furniture Vendor is required to include all labor, materials, equipment, taxes, freight and other items necessary for the proper execution and completion of the work. It is intended that all work required for the interior furnishings of the project shall be supplied, including all such work that is in the contract documents as being necessary to provide the intended results.
10. All standard warranty information shall be provided. Warranty provisions will be considered when bids are measured between the Furniture Vendor and their aligned manufacturers.
11. A letter from each manufacturer guaranteeing the availability of specified products for ten (10) years from date of original delivery.
12. Terms and Conditions and proposed service agreement; Exceptions or exclusions from this Sealed Invitation for Bid and Appendix A must be outlined in the Terms and Conditions.
13. Any costs related to storing furniture and furnishings if shipped earlier than required per the construction schedule until the general contractor has completed construction.
14. The Furniture Vendor shall provide with their proposal response a schedule showing time required to complete production runs, shipping and complete delivery in a manner that coordinates with the construction and occupancy of the project. They shall provide a written plan of installation and graph type schedule which will establish a workflow and milestones of installation at the site starting with initial deliveries through final fine tuning and punch list. The written plan and schedule will provide a description of stages, phases, major activities, installation crew capacities and installation activities. The schedule must include points at which electricians retained by the general contractor will be required to finalize electrical connections and installation and termination of low voltage voice/data cabling in furniture.
15. A tour of the facility will be conducted as part of the pre-installation activities. The date and time are estimated to be **December 12, 2025**, however it must be conducted no later than two weeks prior to the scheduled start of installation.

16. It is the responsibility of the awarded vendor (s) to provide complete and working systems ensuring that all furniture is installed in a good working and operating condition, including but not limited to the compatibility of modular components, power/data wire management and compatibility to the building infeed connections in alignment with the design intent. Any corrective measures and/or replacements are the responsibility of the awarded vendor(s).
17. The Furniture Vendor will be required to verify the office casegoods & system furniture and layout of the panels from a mutually established work point prior to installation. At this time the vendor shall confirm the location and compatibility of any electrical poke-thrus, power poles and concrete floor boxes (and notify THE CLIENT, GENERAL CONTRACTOR and SMITHGROUP of concerns. Cost of is to be included in this proposal.
18. Provide plan and axonometric drawings for each private office and workstation typical identifying final product name, dimensions, component style, finish, size, accessories and options. Include any typicals modifications due to field conditions.
19. Proposals which contain modifications to the specifications or Bid Proposal Form may be rejected. Clarifications and/or specific exclusions must be provided on a separate sheet with a full explanation of why said clarification of exclusion is required and the difference in cost from what was specified.
20. Bids are to be held open for 90 days.
21. Bid submissions may not be revised after closing date.
22. This SIB is inclusive of a single package as follows:
 - Package 1 Ancillary, private & open office, miscellaneous product specifications

C. Evaluation Criteria & Awards

1. Award(s) will be made in the best interest of the Owner and the Owner's decision is final.
2. In accordance with AR Code §19-11-229.
 - a. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
 - b. These requirements may include criteria to determine acceptability such as
 - i. Inspection
 - ii. Testing
 - iii. Quality
 - iv. Workmanship
 - v. Delivery
 - vi. Past Performance; and
 - vii. Suitability for a particular purpose and criteria affecting price such as life-cycle or total ownership costs.
3. The selection of a Furniture Vendor will be based primarily on quality of product, qualifications of staff and firm, net pricing, and demonstration of understanding of project scheduling needs for implementation of project scope to achieve all of the milestone schedule requirements.
4. The proposed products must meet ANSI/BIFMA, UL and ASTM industry standards for performance and must perform to the intended use for a contract environment in which it operates.
5. There shall be no minimum order requirements for any items specified in the specification for one (1) year from delivery date.
6. The specification documents in conjunction with the attached plans shall indicate the design, finish, components, function and quality standards required. Proprietary components shall be the manufacturer's product or products which meet with the performance requirements, sizes, shapes, finishes, and colors as shown and specified.
7. Furniture Vendor must bid on items as specified for the base bid. Substitutions will not be accepted for any furniture item without prior approval from ATU and SmithGroup during the bid preparation phase (see page 3). Alternatives will be considered if they meet dimensional and performance specifications and are aesthetically similar.
8. Furniture Vendors are required to verify all model numbers to written description. The description shall take precedence over model numbers. Notify the Client and SmithGroup of any discrepancies during verification and prior to bid submission.
9. Furniture Vendors are responsible for verifying quantities and for providing those quantities on the Bid Proposal Form.

10. Products for Workstations and Private Office Casegoods

- a. All work surfaces and transaction surfaces shall be as shown in the attached drawings and specifications. Provide grommet location(s) and continuous wire management between worksurfaces and power access at walls/floors. Workstations with panels against a wall shall still be panel hung. Wall hung work surfaces are not permitted except where specifically approved by the Client, regardless of indication on Architectural documents.
- b. Every attempt has been made to fully identify the components and accessories required for the office desking solution and workstations; however, all accessories, components and hardware to affix, fully erect and complete these configurations are to be included in this proposal, regardless of their inclusion.
- c. All plastic laminate and wood tops which require field scribing for purposes of addressing field partition and column conditions shall be included in the basic scope of services included in the proposal response.
- d. Provide all support brackets required. Work surfaces that are not fully supported by panels shall receive end panel support. Support panels shall not obstruct wall outlets. Provide access doors where necessary.
- e. Provide all connectors, supports, components and accessories required for installation. All shall be securely installed and in alignment per the plans. Colors of metal and plastic components shall match wherever possible.
- f. Each fabric and paint are to be from one dye lot. Any exception to this must be reviewed and approved by SmithGroup.
- g. All drawers, overhead bins, files, wardrobes and similar items to be provided with locks and keys. All locking elements shall be keyed alike per workstation, office or conference/training room, but each office, workstation or conference/training room shall be keyed differently. All general files shall be keyed differently from each other. Locks to be in steel/chrome finish. All lock cylinders to be keyed to one master for all manufacturers' products in the entire project. Provide four (4) master keys per product family and plug pullers to the Client at project completion. Leave two (2) keys in each office and/or workstation for the end user. All extra keys are to be turned over to the Client.
- h. Drawer and file pedestals for all new products provided for the Project shall be full depth of work surfaces which they are beneath, unless noted otherwise, and shall be provided with full extension extra heavy duty glides. One convenience/pencil tray should be provided for every pedestal containing a 6"h box drawer.

- i. Where overhead cabinets, wardrobe units and similar components with tops are adjacent to each other in the final installed position, tops of units are to be configured so they are flush with each other.
- j. The clear dimension between the bottom of overhead units and the work surface is to provide no less than 21 inches clear for computer monitors. Proposals shall specifically identify any deviations in this dimension if smaller than requested.
- k. Provide cable wire management for all equipment cords. Place any cords in wire management during installation.
- l. Electrical raceways for all products shall be provided with all components, grounding systems and other appurtenances and shall comply with all U.L. and ASTM standards applicable to the type of product being provided, as allowed by local electrical codes. All such costs are to be included in the proposal. Power components to be provided in as shown in the specifications.
- m. All casegood panels and/or powered systems shall be pre-punched in factory with knock-outs for both power and telephone/data. Refer to Electrical & AV/IT drawings to provide factory prepared knock-outs for not less than two duplex receptacles and one data/communication receptacle per 36 inch or wider panel, both sides, and one each for each 24 inch wide panel.
- n. Furniture Vendor shall coordinate knock-out and/or cut-outs for low voltage power/cabling termination and access at face plates. Furniture Vendor must identify if their face plate cut-out requirement size requires proprietary furniture manufacturer's products.
- o. It is the responsibility of the awarded vendor(s) to provide complete and working systems ensuring that all furniture is installed in a good working and operation condition, including but not limited to the compatibility of modular components, power/data wire management and compatibility to building infeed connections in alignment with the design intent. Any corrective measures and/or replacements are the responsibility of the awarded vendor(s).
- p. Grounds for rejection of bids include, but are not be limited to: (1) failure of a bid to conform to the mandatory requirements of an invitation for bids; (2) any bid which does not conform to the specifications contained or referenced in any invitation for bids unless the items offered as alternatives meet the requirements specified in the invitation; (3) any bid which fails to conform to a delivery schedule established in an invitation for bids, unless the invitation for bids contains provisions for acceptance of offers with alternative delivery schedules; (4) a bid imposing conditions which would modify the stated terms and conditions of the invitation for bids; (5) any bid determined by the procurement official in writing to be unreasonable as to price; (6) bids received from bidders determined to be non-responsible bidders; 41 (7) failure to furnish a bid guarantee when required by an

invitation for bids; and (8) any or all bids when the procurement official makes a written determination that it is in the best interest of the state.

D. Owner Rights and Responsibilities

1. The Client shall not be responsible for any cost incurred by the Furniture Vendor during the preparation or submission of this proposal response. If requested, additional proposal response copies shall be furnished by the Furniture Vendor at the Furniture Vendor's expense.
2. Proposals will be opened publicly via Webex see page 3 for link.
3. The Client reserves the right to split the award to multiple Furniture Vendors along product lines or Packages. The Client will be under no obligation to accept the lowest or any bid and will have the right to reject any or all bids. Incomplete, late or unsolicited proposals may be rejected.
4. The Client reserves the right to deduct **twenty percent (20%)** from the original specification without any effect on discounts on all products or the unit prices submitted.
5. The Client or the project team shall promptly notify the Furniture Vendor of any changes in the schedule for construction of the project which may affect the Furniture Vendor's delivery and installation schedule.
6. The Client and the project team reserves the authority to stop work on a given segment of the work or item to ensure proper interpretation and execution of the requirements of the specifications.
7. The Client reserves the right to reject any item whose design, workmanship or material does not comply with design requirements.
8. The Client shall become familiar with and follow the Furniture Manufacturer's recommended guidelines for maintenance and cleaning.

E. SMITHGROUP Rights and Responsibilities

1. SmithGroup shall be the interpreter of all work covered in this SIB document.
2. The detailed layouts will define components within each workstation, office, room or area. Detail drawings shall take precedence over floor plan graphics. Every attempt has been made to fully identify the components and accessories required for the workstations; however, all accessories, components and hardware to affix, fully erect

- and complete these configurations are to be included in this proposal, regardless of their inclusion.
3. SmithGroup and the Furniture Vendor shall conduct a final inspection of all furniture ordered to assure that all items meet specifications, are new and in undamaged condition, are assembled and installed properly and placed in their designated locations. The final inspection shall not waive the Furniture Vendor's obligation to furnish furniture conforming to the specifications nor the provisions of any guarantees.
 4. No written publication or photographs will be allowed without the written approval of the Client and SmithGroup. The Client and SmithGroup shall not be used as a reference for any manufacturer, vendor, contractor or dealer without the prior written approval from the Client and SmithGroup.

F. Bidder Qualifications and Contractual Commitments

1. The Furniture Vendor warrants to the Client that all materials, furniture, furnishings and equipment furnished under this SIB will be new (unless specified as refurbished), and that work will be of industry standard quality, free from defects and faults, and in conformance with the contract documents and specifications. All work not conforming to these requirements may be considered defective. If required by the Client, the Furniture Vendor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. Dimensions supplied in these specifications and drawings are approximate. The Furniture Vendor shall carefully check all dimensions and other conditions affecting the work in the field, including wall/floor outlet/feed locations, prior to order entry and shall be responsible for proper installation in the required areas in order to meet design intent.
3. The furniture plans will dictate orientation/handing. The Furniture Vendor is to field verify all conditions and advise SmithGroup and the Client of any conflicts.
4. Insurance Requirements
 - a. Prior to the commencement of installation, the Furniture Vendor and the Installation Company shall obtain the following insurance, at its own expense, to be maintained until the completion of the Work and Final Acceptance. Your firm must submit a copy of your Errors & Omissions and Liability Policies. The requirements below are the minimums that must be met.
 - i. Commercial General Liability Insurance (including broad-form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. .
 - ii. Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of \$1,000,000 single limit.

- iii. Workman's Compensation Insurance in the amount of the statutory maximum and employer's liability insurance in the amount of \$500,000.
- b. Additional Insured listed as:
ATU
KINKO CONSTRUCTORS
SMITHGROUP
- c. The Client will require Certificate of Insurance indicating the job site, additional insured and evidencing all required coverage, and must be submitted to and approved by the Client five (5) business days prior to the commencement of any of the work.
- d. All insurance policies shall expressly require **THIRTY (30) DAYS** written notice to the Client of the cancellation or material alteration of such policy, and the Certificates of Insurance shall so provide.

G. Awarded Vendor's Responsibilities

- 1. The Awarded Vendor will be expected to enter into an Agreement with the Client within ten (10) business days of an award.
- 2. All products and services are to be provided as per the specifications and Request document herein and as per the approved purchase orders from the Client.
- 3. The Furniture Vendor agrees that, in the performance of its work under the award of this SIB, they shall abide by and comply with all applicable federal, state and local laws, codes and regulations.
- 4. After award and specification of furniture, finishes and fixtures, the following Submittals will be required from the Furniture Vendor prior to order placement. The Furniture Vendor will not commence the shipment of any item until all related samples have been reviewed and approved by SmithGroup.
 - a. Submit manufacturers' data, including color graphic representations, written descriptions, and installation instructions for each product specified.
 - b. Include the manufacturer's printed instructions and current recommendations for storage procedures, protection, and final cleaning of the finished installation.
 - c. Shop drawings for all custom or modified from standard products shown in the specifications attached to this SIB.
 - d. Installation Drawings: Submit not less than two (2) sets and one (1) digital drawing file (CAD or equivalent) to SmithGroup indicating complete layout of all systems, office and ancillary furniture accurately showing all components, accessories, grommets, electrical and telecom feeds, finishes and related items. For each

typical office, workstation and specialty areas of the Project, provide large scale detailed plans and isometrics of the rooms showing all furniture, components, accessories and dimensions.

- e. Samples for custom finishes: Submit two (2) samples not less than 12 inches by 12 inches of each fabric, paint, wood and laminate and two (2) no less than approximately 6x6 inch lengths of trim finish, properly identified with the names of the Project, Furniture Vendor, Manufacturer and identifying the specific location and product(s) where the finish is to be applied.
 - f. Fabric samples will be cuttings from the actual bolts of fabric which will be shipped to the respective upholsterers unless Furniture Vendor guarantees the actual field supplied products will match the samples provided. In the case of specially designed fabrics, the manufacturer will submit to SmithGroup as many samples as required to show the range within which the final product will fall. Fabrics outside this range will not be accepted.
 - g. Submit elevation indication area of required in-wall blocking as well as anchoring details for all wall hung overhead interior furniture.
 - h. Submit Shop Drawings for all custom furniture.
- 5. The Furniture Vendor shall prepare final installation drawings and cost quotation for SmithGroup's review and the Client's sign-off prior to placing any orders.
 - 6. The Furniture Vendor shall confirm manufacturers acknowledgments of purchase orders to ensure accuracy, count and delivery and advise of any long lead times.
 - 7. The Furniture Vendor shall coordinate manufacturing and shipping of product and Customer Own Material/Leather, C.O.M/L's (should any be specified) to ensure that the product arrives at the manufacturer and site properly tagged and in the correct sequence for expedient installation in accordance with the schedule.
 - 8. The Furniture Vendor must provide updates on production status, lead times and COM status and ship dates on all furniture items to SMITHGROUP at a minimum of forty-five (45) days before delivery at which point the Furniture Vendor and the project manager from the installation team will be required to attend, at a minimum, (1) project meeting at the project site and (1) pre-installation walkthrough two weeks prior to the scheduled start of installation. Additional updates are required for all occurrences that may affect production status and ship dates regardless of the point in the schedule which they occur. Every effort shall be made to assure that schedules will be met and that specifications are being accurately followed.
 - 9. The Manufacturer(s) of product for both workstations and office product shall have factory authorized product expert(s) available during the full performance of the installation of the furniture products on this project to provide guidance and direction to the installation crews on proper use, installation and adjustments of their products as well as overall Quality Assurance.

10. The Furniture Vendor shall assist in enforcing all manufacturers' warranties.
11. The Furniture Vendor is required, as part of the scope of this SIB, to provide instruction to the Client personnel for the proper use of ergonomic tools, seating, lighting, storage components or systems. Furniture Vendor personnel and if required, Furniture Manufacturer personnel specifically versed in the proper use of products, shall be present on site for no less than ten business days of accumulated time and to be scheduled by the Client as the Client sees fit. The total number of presentations and/or instruction events and the size of groups of the Client personnel are to be determined by the Client. All task chairs shall be provided with instruction manuals attached to chair base, which fully describe the function of all controls. The Furniture Vendor is required to provide demonstration of task chair functions and settings.

H. Vendor / Installer Responsibilities for Installation

1. All work shall be installed by skilled workmen, especially trained in this type of work by the manufacturer or their authorized representatives.
2. The Furniture Vendor shall provide an adequate number of qualified, experienced personnel, working in harmony with other workers at the site, capable of performing the required work within the time frame set forth in the project schedule. All workmen and sub-contractors shall be skilled in their respective trades.
3. This Furniture Vendor shall coordinate their work with other trades and cooperate with the Client's contractors and consultants (A/V, electrical, communications, etc.) to ensure a smooth and timely installation. Furniture Vendor and the Installation Contractor shall attend any required foreman and safety meetings at the request of the general contractor.
4. The Furniture Vendor and its subcontractors shall cooperate and coordinate with other contractors for expedient completion of the work.
5. An Officer of the Furniture Vendor or other authorized representative, whether in-house or sub-contracted, who is fully authorized to negotiate and approve changes, pricing, labor overtime or similar items, shall be present at the project site at the time of installation and/or available to the Client or the project team representatives by telephone. The Furniture Vendor shall be responsible for providing necessary workmen (union when required) to accept deliveries at the project site and complete installation.
6. The Furniture Vendor shall be responsible for compliance with all client and building management rules and regulations pertaining to the work to be performed and as such shall make their own inquiries as to access, hours, elevator and loading dock requirements/availability, and similar items. All deliveries are to take place through the indicated "entry" or loading location as agreed upon by the Client in accordance with the General Contractor prior to installation. Furniture Vendor must review the planned conditions and clearances at indicated "entrances" prior to installation. All costs associated with delivery into the project site must be included in the SIB. No additional costs for delivery due to entry or loading conditions, other than unforeseen failure of elevator equipment, will be allowed after award of the Furniture contracts. The Furniture Vendor shall not be entitled to any additional costs as a result of labor or material cost increase resulting from access limitations.
7. Elevator use is permissible with pre-approval from Owner. The Furniture Vendor shall be responsible for coordinating the schedule of elevator services for hoisting furniture with the Owner, general contractor and project team. Passenger elevator will NOT be available for hoisting, unless previously agreed upon by the Client. Interior elevator cab floor/wall protection is the responsibility of the furniture vendor. The building will accommodate deliveries on a straight time basis with the limitations of only one truck in the loading dock at a time. Deliveries may start at 7:00 am unless otherwise established with the building manager, general contractor or project team. These

- deliveries are to be included in your response to this SIB. Charges for hoisting during other overtime periods will be quoted on request from the Client and the project team, if applicable.
8. Furniture Vendor and the Installation Contractor must review actual conditions at the indicated "entry" or loading location(s) forty five (45) days prior to the initial delivery of furniture. All concerns and requests must be raised to the Client, the project team and general contractor, in writing, forty days (40) prior to the initial delivery of furniture. The Furniture Vendor shall not proceed with the work until unsatisfactory conditions detrimental to the proper and timely completion of the work are corrected, unless specifically directed to do so by the Client in writing. Commencement of the work shall constitute acceptance of areas and conditions to receive the work.
 9. The Furniture Vendor shall take all reasonable precautions for the protection and safety of the work, all items or materials to be installed which are in his custody, the building, adjacent property, his and other workmen at the site, and the public. The Furniture Vendor shall be responsible for any damage or injury due to his own acts or neglect. Should the Furniture Vendor fail to properly restore any damaged property, the Client or the general contractor may make all the necessary repairs and deduct the cost thereof from the Furniture Vendor's contract price. The Scope of Work shall include restoration to original conditions any areas damaged as a result of the Furniture Vendor's operations. The Furniture Vendor shall advise the project team and general contractor, in writing, of any questionable areas prior to commencing with the work.
 10. Provide suitable temporary coverings and protection during shipment, storage, installation and throughout the remainder of the construction period. Within all floor areas of tenant space that the Furniture Vendor intends to roll dollies and similar equipment for delivery of furniture and accessories, Furniture Vendor shall place new, clean Masonite floor protection over finished floors in all primary circulation zones. This requirement is in addition to any wall protection and any requirements, rules or regulations of the building manager. Should Furniture Vendor be observed not in compliance with this requirement, the Client shall, at their option, repair and/or replace any flooring materials in these zones which they believe may be prematurely worn or damaged and charge such costs to the Furniture Vendor. It is recommended, but not required, that a staging plan addressing items such as these be presented by Furniture Vendor for review by project team prior to implementation.
 11. Furniture Installers will be required to coordinate the layout of **all** workstation panels, file cabinets, conference room furniture (including table bases where power and communication cable will be fed to table top devices) and private office case goods, in conjunction with the layout of fixed walls by the general contractor.
 12. Furniture Vendor shall, at the time of receipt, verify the physical quantities of product against the Bill of Lading or shipping document. This document will then substantiate the manufacturer's invoice quantities. Furniture Vendor's invoice shall result from verification of the manufacturer's invoice against the original order and all such certified Bills of Lading shall be included with invoices. All items are to be tagged for

- the particular room or area in which they will be placed as shown on the Furniture Plans provided by SmithGroup.
13. The Furniture Vendor shall bear responsibility for inspection and receipt of goods at a designated warehouse location or on-site to determine damage and file freight claims when necessary. Any damaged material or equipment delivered to building shall be immediately removed and replaced unless permission to touch up and repair onsite is received from the Client. Do not install units which are defaced or otherwise damaged. Repair such damage or replace units as directed by the Client at no additional cost to the Client. The Furniture Vendor shall arrange for minor repairs to be made at this time, where advisable, by competent specialists. Items to be replaced as directed by the Client shall be reordered on a fast-track basis.
 14. The Furniture Vendor shall inspect materials and finishes for damage and faulty installation; test, lubricate and adjust all operating hardware; and repair, make good, or replace materials as required at no cost to the Client.
 15. The Furniture Vendor shall be responsible for removing tags from chairs, cleaning all surfaces, plugging in and cleaning task lights, tape removal, trimming loose yarns, Furniture Vendor equipment removal, and trash removal from the site and legal disposal thereof.
 16. The Furniture Vendor is to ensure all items are installed level, properly aligned and located as shown on the furniture plans. Metal files are to be leveled horizontally and plumbed vertically. Counterweights are to be supplied where deemed necessary. All workstations to be leveled by individual cluster. Each cluster to have the leveling legs set to their minimum point at the highest point of the slab within the cluster in order to minimize gaps between the finished floor and the bottom of the panel base.
 17. The Furniture Vendor shall execute final cleaning of their debris just prior to acceptance by the Client and the project team. This will include removal of all protective materials, cleaning of all surfaces of dirt, smears, marks and all other contamination and foreign extraneous material. Coordinate cleaning schedule with general contractor. The Furniture Vendor shall use cleaning agents and solvents which will not damage materials and finishes as recommended for that purpose by the furniture manufacturer.
 18. Upon completion of installation, the Furniture Vendor shall arrange a punch list walk-through and sign-off process, with the Owner, SMITHGROUP, the Owner and the Furniture Vendor shall conduct a final inspection of all furniture ordered to assure that all items meet specifications, are new and in undamaged condition, are assembled and installed properly and placed in their designated locations. The final inspection shall not waive the furniture Vendor's obligation to furnish conforming to the specifications nor the provisions of the guarantees.
 19. SmithGroup will also perform a punch list walk-through and provide a list of items for the Furniture Vendor to remedy. The Furniture Vendor shall notify SmithGroup when items are complete in order to do a final review.

20. The Furniture Vendor is responsible for removal of all trash and debris from the site and legal disposal thereof. Furniture Vendor shall make their own arrangements for ordering, placement and removal of dumpsters as needed. Placement is to be coordinated with the general contractor prior to ordering. All costs for these services are to be included as part of the proposal. All packing materials eligible for recycling must be recycled. The Furniture Vendor shall remove from the site daily all waste materials, packing cartons, debris and rubbish resulting from its operation. If the Furniture Vendor fails to do so, the Client or general contractor may do so and the cost be charged to the Furniture Vendor or may be deducted from the contract price.

I. Documents Attached via e-mail notification:

1. Bid Proposal Form and Signature and Notary Form
 - ATU SURC_Issued for Proposal 2025-0501 Furniture Bid Proposal Form.xlsx
Includes Bid Proposal Form and Signature and Notary Form
2. Specifications - Packages 1
 - ATU SURC_Issued for Proposal 2025-0501 Furniture Specifications.pdf
3. Furniture Schedule and Tagged Furniture Plans in PDF format
 - ATU SURC_Issued for Proposal 2025-0501 Furniture Drawings.pdf *Includes:*
Furniture Schedule Sheet AI1.1.0
Level 1 Furniture Plan Area A, Sheet AI1.1.1
Level 1 Furniture Plan Area B, Sheet AI1.1.2
Level 2 Furniture Plan Area A, Sheet AI1.1.3
Level 2 Furniture Plan Area A, Sheet AI1.1.4 (no scope)
Level 1 Overall Furniture Plan, Sheet AI2.1.1
Level 2 Overall Furniture Plan, Sheet AI2.1.2
4. *Tagged Furniture Plans in digital format (AutoCAD 2013) available upon request by emailing **audy@mbi-arch.com** or **mbradley@mbi-arch.com**.*
5. *Power/Communication Plans available upon request by emailing **audy@mbi-arch.com** or **mbradley@mbi-arch.com**.*

END OF SEALED INVITATION TO BID B025023

APPENDICES

SMITHGROUP

Project Number: 11839
Bid Number: B025023

Submittal Checklist

- [] Signed Sealed Invitation to Bid Form
- [] Signed Cost Response
 - Bid Proposal Form
 - Signature and Notary Form
 - Installation Labor Breakdown/Subcontractor Info.
- [] Flash drive containing electronic copies
- [] Signed Attachment A (Page 31)
- [] Included information to assist in evaluation: Refer to SIB for requirements.
 - Overview of organization
 - Experience and performance
 - Vednro's performance with similar projects
 - Recommendation from third parties
 - Project Schedule
- [] Ship to arrive at ATU Procurement Services B025023 404 N El Paso Russellville, AR 72801 by **June 5, 2025 at 4:00p.m. (CDT)**
- [] Include required documents below:

The following (4) documents will be required prior to award of contract and may be included in the SIB response. Available at <https://www.atu.edu/purchasing/vendors.php>

- Disclosure Required by Executive Order 98-04
- Combined Certificatons for Contracting with the State of Arkansas
- EEOC Policy Statement
- Certification of Commercial Liability Insurance



**ATU STUDENT UNION AND RECREATION
CENTER**

Location: 215 West O Street, Russellville, AR
Project Number: 11839

SUBSTITUTION ALTERNATE REQUEST FORM

REQUESTED BY/VENDOR INFORMATION _____

Non-Basis of Design (BOD) Request Scope:

- ☐ Non-BOD Furniture
☐ Non-BOD Furniture Finish
☐ Non-BOD Equipment
☐ Non-BOD Signage/Artwork
☐ Other: _____

Reason for Non-BOD Request:

PRODUCT IMAGE

**Manufacturer's product cut-sheet or brochure must be attached for consideration.*

**Office desking/casegoods and/or workstation alternates require configuration renderings per office/workstation type list of correlating components and sizes.*

**Finish substitutions require submission of physical samples to Owner & SmithGroup at the time of request.*

PRODUCT INFORMATION *REQUIRED

Manufacturer:

Product Name:

Product Website Link:

Description:

Model Number:

Dimensions:

Finish Materials:

Additional Notes/Attributes (power/date, wire management etc):

COST INFORMATION *REQUIRED

QTY.	UNIT COST	UNIT SELL COST	EXTENDED SELL COST

Tax _____

Installation _____

TOTAL

Submittal Stamp by SMITHGROUP only

- ☐ Substitution approved
☐ Substitution approved as noted
☐ Substitution rejected
☐ Further information required - resubmit

REVIEWER SIGNATURE/DATE

REQUESTORS SIGNATURE _____ DATE _____

SEALED INVITATION TO BID FORM

NAME OF BIDDER _____

VENDOR'S ADDRESS _____

VENDOR'S PHONE _____

VENDOR'S FAX NO. _____

VENDOR'S EMAIL
ADDRESS: _____

TO: Jennifer Warren
Director of Procurement
404 N. El Paso Ave.
Russellville, AR 72802
(479) 968-0269
jwarren2@atu.edu
purchasing@atu.edu

PROPOSAL FOR: STUDENT UNION & RECREATION

The Vendor, familiar with all conditions to be encountered affecting the cost of the work and with the Contract Documents: Invitation to Propose/ Project Information, Submission Requirements, Evaluation Criteria, the Owner Rights and Responsibilities, SMITHGROUP Rights and Responsibilities, Bidder Qualifications and Contractual Commitments, Awarded Vendor Responsibilities, Vendor/Installer Responsibilities for Installation, Appendices, the Specifications, Drawings, and any Addenda, does hereby propose to perform all work required to be performed and to furnish all of the labor, materials, tools, equipment, and services necessary to complete the work required in connection with the above project, all in accordance with the contract documents

All work shall be substantially completed by the latter of **5PM, FEBRUARY 28,2027.**

Base Proposal Lump Sum \$ _____

I acknowledge receipt of addenda numbers _____
(Indicate "none" if none)

Address, Legal Status and Signature of Vendor

The undersigned bidder does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

Street _____

City _____

State _____

The vendor has the legal status below:

_____ Individual

_____ Partnership

_____ Corporation incorporated under the laws of the State of _____

The names and addresses of all persons indicated as partners in this proposal are as follows:

NAME

ADDRESS

This proposal is submitted in the name of

(Contractor Name)

Signed By _____

Typed Name _____

Title _____

Signed and sealed this _____ day of _____

Attachment A

Additionally, any resultant contract/agreement will include the following:

1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.
2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.
3. Company agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Violation by Company or its employees of local, state or federal law during the performance of the contract shall permit the University to cancel this contract immediately with no penalty. Further, Company states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Company's service, goods, product, or activity on the campus of, or provided to, Arkansas Tech University.
4. Company agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Company's actions or failure to act. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by Company's product, goods, service or otherwise, as well as all claims alleging any negligent act or omission of Company, its employees, subcontractors, or agents.



5. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.
6. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.
7. Licensor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate.
8. Company will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company's successors and assigns.
9. Company agrees that it will not allow any of its employees, subcontractors or agents to engage in behavior that constitutes sexual harassment.
10. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Arkansas Tech University.
11. Any information of Arkansas Tech University or relating to Arkansas Tech University's business, including student information, which Company obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Arkansas Tech University's



representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.

12. When Company handles or possesses personal and confidential Arkansas Tech University student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Company must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Company agrees to keep secure all information or data that it receives under this Agreement. Company further agrees that if it determines that the security of this information or data has been breached, it will notify Arkansas Tech University within 24 hours of when it had notice of the breach. In the event Company fails in its responsibility to keep secure all information or data that it receives under this agreement, Company agrees to be fully responsible for all damages to any person or entity that result from the breach in security.
13. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.
14. Upon termination of this Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University's data or records that are in the possession of Company.



15. During the performance of this Agreement, Company shall remain in full compliance with the General Data Protection Regulation.
16. In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of the underlying agreement, the underlying agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the University may have.
17. The underlying agreement may be terminated at any time upon thirty (30) days' written notice by either party. Any such termination of the agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
18. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.
19. Pursuant to A.C.A. §21-1-503, Company certifies that it is not currently engaged in, and further, hereby agrees that for the duration of the contract, not to engage in, a boycott of Israel.
20. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contract is required to be submitted for review under A.C.A. §19-11-1006.
21. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent services in the area of advertising as well performing all items set forth in paragraph one ("The Services") of the Agreement.

Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill, quality,



timeliness and care of other entities that perform/provide the same or similar advertising and public relations services.

Neither the University's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company's negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminated this agreement without penalty.

22. Company hereby approves all strikethroughs and deletions made by the University to the face of the Agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the Agreement.

Signature

Date

Printed Name and Title

