

SEALED INVITATION FOR BID – BID NO. B025024
Commons Buildings A and C and Crabaugh Re-Roof Project



ARKANSAS TECH UNIVERSITY
Business Services
404 N El Paso Ave.
Russellville, AR 72801-2222
479-968-0269
purchasing@atu.edu

**Sealed Bid
Response
Required.**

All responses must be sealed and submitted using this form. Responses must be received in Procurement Services at the address above by the date and time shown below.

RESPONSE DUE BY: June 18, 2025

TIME: 10 a.m.

Company Name and Address:

For additional information, contact:
Jennifer Warren

Tel: 479-968-0269

E-mail: jwarren2@atu.edu

Web Site: <http://www.atu.edu/purchasing>

AWARD:

Award will be made in the best interest of the University, and the University's decision is final. We anticipate this will be awarded to one vendor for all three roofing projects included on this bid document.

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

Project Overview

This project entails the complete removal and replacement of the existing roof systems on the Commons A and C and Crabaugh buildings at ATU Russellville. The Crabaugh current roofing consists of a combination of asphalt shingles and EPDM membrane, as well as both pitched roof areas and flat roof areas. The Commons A and C current roofing consists of an asphalt shingle system.

Mandatory site visit is scheduled for June 10, 2025 10 a.m. Interested parties should meet at University Commons Building 1715 Coliseum Drive Russellville, AR 72801

Scope of Work

1. Inspection and Evaluation
 - a. Conduct a full inspection of the existing roof to confirm existing conditions
 - b. Identify any areas requiring additional substrate repair or replacement
2. Demolition and Removal
 - a. Complete removal of existing asphalt shingles, existing underlayment material, and flat roof membrane(s)

- b. Proper disposal of all debris in accordance with local codes and environmental standards
- 3. Installation of New Roofing Systems
 - a. Install premium-grade architectural asphalt shingles
 - i. At minimum, 30-year rated shingles
 - b. Ice and water shield installed in all valleys and roof edges
 - c. Synthetic underlayment
 - d. Drip edge, ridge vent, and flashing replaced as appropriate
 - i. Some existing drip edge is in good condition and should be re-used where possible
 - e. Install new self-adhered modified bitumen (mod-bit) base sheet and cap sheet in flat roof area
 - i. Fully adhered per manufacturers recommendations
 - ii. Install counterflashing around roof columns as appropriate
 - iii. No torch down roofing permitted
 - f. Paint all roof penetrations to match roof appearance in adjacent areas

Warranty Requirements

- Warranty for the duration of roof life on materials for both asphalt shingles and mod-bit components
- Warranty for the duration of roof life on workmanship and installation
- Provide warranty certificates and ensure all manufacturer registration is completed on behalf of owner

Bid Submission Requirements

- A. Total lump sum price for complete re-roof
 - a. This should also denote type of shingle proposed (make & model)
- B. Per square foot price for any wood decking replacement that could be necessary
- C. Estimated project duration and proposed start date
- D. Proof of proper contractor licensure and insurance
- E. Three references to similar completed projects

Selection Criteria

- Compliance with specification requirements
- Quality of materials proposed
- Duration and coverage of warranties
- Total cost and value
- Contractor's experience and qualifications
- References

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Submission Checklist:

- ☐ Complete Company Name and Address Field-Page 1
- ☐ Complete response form fields-Page 2
- ☐ Complete all fields and sign-Page 3
- ☐ Complete References Section-Page 4
- ☐ Bid Bond if base price exceeds \$50,000
- ☐ Warranty Information
- ☐ EEOC, Contract and Grant Disclosure, and Certificate Certification Form see atu.edu/purchasing

☐ Certificate of Liability Insurance

All responses must be submitted using this form and sealed in an opaque envelope. Responses must be received in Procurement Services at the address above by the date and time shown below.

Cost Proposal Crabaugh

1.	Total lump sum price for complete re-roof. Shingle Make: _____ Shingle Model: _____	\$ _____	
2.	Per square foot price for any wood decking replacement that could be necessary.	Per Square Foot	\$ _____
3.	Estimated Project Duration in working days		
4.	Proposed Start Date		

Cost Proposal Commons A

1.	Total lump sum price for complete re-roof. Shingle Make: _____ Shingle Model: _____	\$ _____	
2.	Per square foot price for any wood decking replacement that could be necessary.	Per Square Foot	\$ _____
3.	Estimated Project Duration in working days		
4.	Proposed start date:		

Cost Proposal Commons C

1.	Total lump sum price for complete re-roof. Shingle Make: _____ Shingle Model: _____	\$ _____
2.	Per square foot price for any wood decking replacement that could be necessary.	Per Square Foot \$ _____
3.	Estimated Project Duration in working days	
4.	Proposed start date:	

Vendor Information

Business Name:	
Business Address:	
AR Contactor License Number	
City, State, Zip:	
Email:	
Federal Id Number or SSN:	
Signature	
Printed Name	
Title	

Subcontractor Information

Name:	
Trade:	
License Number:	

Name:	
Trade:	
License Number:	
Name:	
Trade:	
License Number:	
Additional subcontractors may be listed using a separate sheet of paper.	

References	
Reference 1	
Business Name	
Contact	
Email Address	
Telephone Number	
Project Description	
Reference 2	
Business Name	
Contact	
Email Address	
Telephone Number	
Project Description	
Reference 3	
Business Name	
Contact	
Email Address	
Telephone Number	

<p style="text-align: center;">Project Description</p>	
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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 Procurement Services 404 N El Paso 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.

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 \$50,000

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

Payment and performance bond will also be required to be on file at the Pope County, AR courthouse prior to notice to proceed, po, and executed contract award.

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.

INSTRUCTIONS TO BIDDERS

SECURING CONSTRUCTION BID DOCUMENTS

Copies of the drawing and/or specifications are on file and may be obtained from the ATU Procurement Services; 404 N El Paso; 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

Bidders may submit written modifications to their bid in writing 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. Oral modifications are not acceptable.

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 \$50,000

If the base bid is in excess of \$50,000.00, 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 \$ 10,000.00

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 \$10,000, 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 \$10,000 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 \$50,000.00

(Arkansas Code Annotated 18-44-503, 18-44-506, 18-44-507 and Arkansas Code Annotated 22-9-401,

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 ATU Procurement Services.

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 \$50,000 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 **\$50,000 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 \$50,000 or more.

The prime contractor may use his own forces to do the listed work; however, if the listed work is \$50,000 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 \$50,000**, 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 \$50,000.

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.

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".

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.

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.
 - by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 - 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. (See page 12) Each bidder shall fully inform himself - prior 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 Procurement Services 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 via email to: Jennifer Warren, Director of Procurement 404 North El Paso Russellville, AR 72801 jwarren2@atu.edu.

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 9%.

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 contractor's 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.

IT IS NOT NECESSARY TO RETURN TERMS & CONDITIONS WITH BID RESPONSE

ARKANSAS TECH UNIVERSITY STANDARD TERMS & CONDITIONS

Revised January 9, 2020

1. GENERAL: Any Special Terms and Conditions included in the Request for Quotation (RFQ) override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.

2. ACCEPTANCE & REJECTION: The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid in the best interests of the University. This RFQ does not in any way commit the University to contract for the commodities/services listed herein.

3. BID SUBMISSION: Bids must be submitted to ATU Procurement and Risk Management Services on this RFQ with attachments, when appropriate, on or before the date and time specified for bid opening. If this RFQ form is not used, the bid may be rejected. *If returned by mail*, each bid should be placed in a separate envelope completely and properly identified on the outside of the envelope with the bid number and the date of opening. Bid must be typed or printed in ink. Late bids will not be considered.

4. FAX BIDS: The University shall not be responsible for mechanical malfunctions that prevent receipt of faxed response by bid opening time and date.

5. SIGNATURE: Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his firm in a contract. "Signature" means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record that is:

(a) unique to the person using it; (b) capable of verification;

(c) under the sole control of the person using it;

(d) linked to data in a manner that if the data are changed, the electronic signature is invalidated

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

7. NO BID: It is no longer necessary to return a "No Bid" response to the University. Bidder may be removed from the List of Bidders for failure to submit a response to three (3) consecutive bid invitations on any one bid class and/or sub-class.

8. PRICES: Quote FOB destination, freight prepaid. Bid unit price on quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the RFQ. Unless otherwise specified, bid must be firm for acceptance for thirty (30) days from bid opening date.

9. DISCOUNTS: "Discount from list" bids are not acceptable unless requested in the RFQ. Cash discount will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.

10. TAXES & TRADE DISCOUNTS: Do not include State Sales Tax in your bid. Trade discounts should be deducted from the unit price and the net price shown on bid.

11. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not guaranteed (the University may order more or less than estimated quantity).

12. BRAND NAME REFERENCES: Unless specified "No Substitutes", any catalog, brand name or manufacturer's reference used in bid invitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. *If bidder fails to submit such, the bid may be rejected.*

The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material. Bidder guarantees product offered will meet or exceed specifications identified in the bid invitation. If bidder takes no exception to specifications or reference data in this bid, he will be required to furnish product according to brand names, numbers, etc., as specified in the invitation.

13. GUARANTY: All items bid shall be newly manufactured, in first class condition, latest model and design, including where applicable containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Bidder further guarantees that if the items furnished thereunder are to be installed by the bidder that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Bidder's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

14. LIMITATIONS ON LIABILITY: Contract language from Bidder/Vendor that limits in any way the University's recovery in tort actions is not acceptable.

15. SAMPLES: Samples or demonstrators when requested must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, at bidder's expense. Each sample should be marked with the Bidder's name and address, bid number and item number. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

16. ALTERATION OF ORIGINAL RFQ DOCUMENT: The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by ATU Procurement Services. This does not prohibit a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as "non-responsive" and not considered.

17. AWARD: Any contract resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder. A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the University to the address of the bidder

indicated in his bid. *The University reserves the right to award the item (s) listed on the RFQ "individually", by "groups", "all or none" or by any other method as deemed in the best interest of the University.* In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive responsible bidder in order to bring the bid within the amount of available funds.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract that requires the contract to furnish the commodities or services as stated on the purchase order that will reference the original RFQ documents and number. Vendor is to immediately initiate action to comply with the requirements of the PO that by reference will incorporate all the requirements contained in the original Request for Quotation.

Term Contract: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a University Purchase Order by the contractor that will list the actual requirement, pricing, delivery location and contract number.

18. TERM OF CONTRACT: The RFQ, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

19. DELIVERY: On the face of the RFQ, the bidder should show approximate number of days for delivery after receipt of order. "Working days" shall be defined as Monday through Friday of each week, exclusive of all official State holidays.

20. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be default of the contract. Contractor must give written notice to Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. Procurement Services has the right to extend delivery if reasons appear valid. If date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the Contractor.

21. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by ATU Procurement Services. Delivery shall be made during ATU work hours only, 8:00 a.m. to 400 p.m. Monday through Friday, unless prior approval for other delivery has been obtained from the University. Packing memorandum shall be enclosed with each shipment.

22. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery or failure to meet specifications authorizes Procurement Services to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to defaulting contractor. *Consistent failure to meet delivery without a valid reason may cause removal from the Bidders' List or suspension of eligibility for award.*

23. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order.

24. INVOICING: The contractor shall be paid upon completion of all of the following: (1) delivery and acceptance of the commodities or services;

(2) submission of a properly itemized invoice that reflects the contract/purchase order number(s), item(s), quantity and pricing;

(3) and the proper and legal processing of the invoice by the University.

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

25. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to ATU Procurement Services, properly identifying what is being returned.

26. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

27. ASSIGNMENT: Any contract entered into pursuant to this RFQ is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract.

28. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty (30) day notice of intent to cancel.

(a) *Cause for the University to cancel* will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance.

If a contract is cancelled due to a request for increases in pricing or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months.

(b) *Cause for the vendor to cancel* a contract will include but is not limited to the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

29. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the University have the right to pursue any other remedy permitted by law or in equity.

30. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods in normal condition to the contractor. If the University is unable to return the

commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with Arkansas Claims Commission for the actual expense. If the contractor has provided services and there are not longer funds legally available to pay for the services, the contractor may file a claim.

31. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

32. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows:

(a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, pregnancy, veterans status, genetic information, sexual orientation, gender identity, disability or national origin;

(b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability or national origin;

(c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute;

(d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part;

(e) the bidder will include the provisions of items a through d in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

33. MINORITY VENDORS: The University encourages all small, minority and women-owned business enterprises to submit bids. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these groups.

34. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this RFQ, the bidder named on the front of this RFQ, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

35. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University **that exceeds \$25,000** shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or any violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this order shall be considered a material breach of the terms of this contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law.

If required, the Contract & Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

36. ARKANSAS TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1,

2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

37. SOVEREIGN IMMUNITY: Nothing in any agreement resulting from this RFQ shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University.

38. A.C.A. §21-1-503. Company and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Israel.

39. A.C.A. § 19-11-249. Any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

40. PAST PERFORMANCE. In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State and/or University may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.