

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

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SAUT/24-25/01	Solicitation Issued:	11/13/2024
Description:	EMS Building General Contractor		
Agency:	Southern Arkansas University Tech (SAU Tech)		

SUBMISSION DEADLINE			
Bid Opening Date:	December 5, 2024	Bid Opening Time:	2:00 pm, CT
Deliver sealed bids for this Invitation for Bid to the SAU Tech Purchasing Office on or before the submission deadline. Bids received after the submission deadline will be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	Southern Arkansas University Tech Purchasing Office 6251 Hussey Road, Camden, AR 71701 Delivery providers, USPS, UPS, and FedEx deliver mail to SAU Tech's street address on a schedule determined by each provider. These providers will deliver to SAU Tech based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid Number • Date and time of bid opening • Prospective Contractor's name and return address

SAU TECH CONTACT INFORMATION			
SAUT Buyer	Keisha Robinson	Phone Number:	870-574-4515
Email Address:	krobinso@sautech.edu	SAUT Website:	https://www.sautech.edu/invitation-to-bid/

The Proposed Contract Documents may be examined at the following locations:

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc. (Architect)
11225 Huron Lane, Suite 104
Little Rock, AR 72211

SAU Tech website:
<http://www.sautech.edu/invitation-to-bid>

Dodge Construction Network (DCN)
<http://Dodge.construction.com>

Construction Market Data, LLC
www.constructconnect.com

Southern Reprographics, Inc.
901 West 7th St.
Little Rock, AR 72201

General Contractors may secure copies of the Proposed Contract Documents from the Architect on the following basis:

Three sets of the Project Manual, including Specifications, plus three sets of Drawings upon payment of any costs of shipping and \$600 deposit. Deposit is completely refundable if all sets are returned to the Architect in good condition within five days after bid opening. General contractors who secure plans but do not submit legitimate bids shall forfeit their deposit.

Subcontractors and material suppliers may obtain additional copies of the Project Manual, including Specifications, plus additional sets of prints of the Drawings, upon payment of \$200 per set, nonrefundable.

No partial sets will be issued.

All bidders must be licensed in the State of Arkansas, as provided by Act 142 of 1967, amended by Act 293 of 1969, and Act 397 of 1971, and Act 546 of 1971, as enacted by the General Assembly of the State of Arkansas.

Bid proposals must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the bid, made payable to the SAU Tech, Camden, Arkansas.

The successful bidder will be required to furnish satisfactory performance and payment bond using AIA Document A312.

The Owner reserves the right to waive any informality, or to reject any or all bids.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of the bids, without written consent of the Owner.

CHECKLIST FOR BIDDERS:

- Bid envelope properly marked with Bid Number, Date, and Hour of Bid Opening
- Response Signature Page, signed by authorized Individual
- Combined Certification Form
- EO Policy Statement
- Contract and Grant Disclosure Form

SECTION 1 - REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by Southern Arkansas University Tech (SAU Tech), by the Purchasing Department to obtain pricing for a 11,294 sq.ft. single story facility to include entrance lobby, administration/reception office, classrooms, offices, conference room, lounge, two (2) large bays and restrooms. Building shall also include all finishes, plumbing, HVAC and electrical, complete. Direct all questions, comments, or concerns to Keisha Robinson, SAU Tech, Telephone 870-574-4515, or e-mail krobinso@sautech.edu and Austin Ply, Lewis Architects Engineers, Telephone 501-223-9302, or email aply@lemvrw.com

1.2 BID OPENING

The bid opening will be in the SAU Tech Purchasing Office at the date and time specified in page one of this solicitation document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than sixty (60) days past the proposal opening date. **Telephone, email, and/or FAX responses to this bid will not be accepted.**

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

1.3 CLARIFICATION OF SOLICITATION

Submit any questions for clarification for information by email by 10:00am CT by November 21, 2024 to Keisha Robinson at krobinso@sautech.edu and Austin Ply at aply@lemvrw.com. Non-substantive questions may be made at any time prior to bid opening.

Questions will be consolidated and answered by SAU Tech, emailed to prospective vendors and posted on the SAU Tech website by close of business November 21, 2024.

1.4 AWARD

Award of the bid will be made to the lowest responsible, responsive bidder, acceptable to SAU Tech and whose proposal is judged to be the most effective and economical for the purpose intended, according to the requirements stated in this Invitation to Bid. Bidders will be notified by email and the award will be posted on the SAU Tech website.

1.5 ANTICIPATION TO AWARD

Once an anticipated successful bidder has been determined, the anticipated award will be posted on the SAU Tech website for at least 3 days prior to the issuance of a contract. SAU Tech shall have the right to waive the policy of the Anticipation to Award when it is in the best interest of the college.

SECTION 2 – GENERAL INFORMATION AND INSTRUCTIONS

2.1 NON-DISCRIMINATION

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

2.2 MINORITY BUSINESS POLICY

The State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. The state also encourages all companies to sub-contract portions and any state contract to minority business enterprises.

2.3 EQUAL OPPORTUNITY POLICY

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

2.4 CERTIFICATION OF ILLEGAL IMMIGRANTS

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

2.5 RESTRICTION OF BOYCOTT OF ISRAEL

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

2.6 CONTRACT DISCLOSURE OVER \$10,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

No contract for commodities or services over \$10,000, and no discretionary grant greater than \$10,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor's Executive Order 98-04, as required in this proposal.

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

2.7 PROPRIETARY INFORMATION

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

2.8 IRS TAX CERTIFICATION INFORMATION

SAU Tech is a state institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (v), in that it is described in Code 170 (c) (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# is 71-0400038.

No other certification will be agreed to or stated by the College including, but not limited to, bank eligibility certificates.

3.0 MANDATORY REQUIREMENTS

1. Equal Employment Opportunity Policy: In compliance with Arkansas Code Annotated § 19-11-104.
2. Employment of Illegal Immigrants: Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State.
3. Restriction of Boycott of Israel Certification: In compliance with Arkansas Code Annotated §25-1-503
4. Grant and Disclosure Forms EO-98-04 Governor's Executive Order: Bidders should complete the Disclosure Forms issued with this bid.

4.0 CONTRACTING AUTHORITY:

Bidders should note the following in regard to the State's contracting authority.

1. to pay any penalties or charges for late payment unless over 60 days past due, or any penalties or charges, which in fact are penalties for any reason.
2. to indemnify and defend that party for any liability and damage; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's uses or possession (this is the only form of indemnification's to which the State can agree);
3. upon default, to pay all sums to become due under a contract;
4. to pay damages, legal expenses or other costs and expenses of any party;
5. to conduct litigation in a place other than Ouachita County, Arkansas;
6. to agree to any provision of a contract, which violates the laws, or Constitution of the State of Arkansas.
7. Include in its contract that the laws of the State of Arkansas govern the contract.
8. When in a bidding situation, acknowledge in its contract that contracts become effective when awarded by the College.

5.0 SPECIAL TERMS AND CONDITIONS

1. This Invitation does not commit SAU Tech to pay any cost incurred in the preparation of bids. Further, SAU Tech reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the college.
2. Bidders should include as part of their bid all of the provisions of this Invitation and furnish all information required. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas shall govern. Any Terms & Conditions submitted which are considered unacceptable to SAU Tech will require alteration. Failure of a bidder to comply with such alterations will be cause for rejection of the bid. Mandatory requirements/specifications as outlined in this IFB may not be altered. All agreements of any nature requiring execution by SAU Tech in order to complete the financial transaction must be submitted with bid.

RESPONSE SIGNATURE PAGE

Type or print the following information

RESPONDENT'S INFORMATION			
Company:			
Address:			
City/State/Zip Code			
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Public Service Corp
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Non-Profit
Minority Designation:	<input type="checkbox"/> Not applicable	<input type="checkbox"/> African American	<input type="checkbox"/> Pac. Islander American
	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Serv. Disabled Veteran
	<input type="checkbox"/> Hispanic American		
Women Owned Business:	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	

VENDOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters			
Contact Person:		Title:	
Phone:		Alternative Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<p>Note: If a redacted copy of the submission documents is not provided with bidder's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA)</p>

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following shall cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of the Bid Solicitation.

Authorized Signature _____ **Title** _____
Use ink only

Printed/Typed Name _____ **Date** _____

Equal Opportunities Policy Disclaimer Attention Bidders

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

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

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

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

Should you have any questions regarding this requirement, please contact the Purchasing Department by calling (870) 574-4515 or by email at krobinso@sautech.edu.

Sincerely,

Keisha Robinson
Procurement Manager
Southern Arkansas University Tech

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

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

Company Name or Individual: _____
Title: _____
Signature: _____
Date: _____