JOB ORDER CONTRACTING

For Construction Services

HENDERSON®
STATE UNIVERSITY

ARKANSAS STATE
UNIVERSITY SYSTEM

INVITATION TO PROPOSE

Fiscal Year 2027

July 1, 2026 – June 30, 2027

HSU RFP # 27-04

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(JOC) Job Order Contracting for Construction Services

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PART 1

PROPOSAL REQUIREMENTS

INVITATION TO SUBMIT PROPOSALS

HENDERSON STATE UNIVERSITY

JOB ORDER CONTRACTING FOR CONSTRUCTION SERVICES

1.0 General Information: Henderson State University is accepting competitive sealed "Best Value Proposals", for Job Order Contracting (JOC), pursuant to Arkansas Code Ann 19-4-1416 (a)(1) in accordance with the terms, conditions and requirements set forth in this Solicitation for Proposals for Best Value Contract, which considers factors in addition to price. This Solicitation provides sufficient information for interested parties to prepare and submit proposals for consideration by Henderson State University. On the outside of the envelope include the proposal number assigned on the title page (HSU RFP Bid # 27-04) and the date the proposal is due on Friday, November 13, 2026, by 2:00pm.

2.0 Location for Submittal of Proposal: Proposals shall be submitted not later than 2:00 pm local time, Friday, November 13, 2026.

3.0 There will be a voluntary preapproval meeting at 10:00 am local time, (Wednesday) November 4, 2026, at Physical Plant (871 N. 10th St. Arkadelphia, AR), recommend all interested Proposers be present. At this meeting contractors will have an opportunity to ask questions regarding this Contract.

4.0 Supervision: Henderson State University, unless designated to another entity, supervises the review of Proposals and awarding of all construction contracts, approves contracts, change orders, request for payment and ensures all on-site inspections are accomplished.

5.0 Location of Documents:

The full Invitation to Propose is available for download at Arkansas State University Procurement Services Website.

1.0 Contact: Any questions regarding this Solicitation shall be directed to:

Samantha Daniels-Gray
Henderson State University
grays@hsu.edu

Chris Adams
Henderson State University
adamsc@hsu.edu

Physical Address: 1100 Henderson St.
Arkadelphia, AR 71999

Phone: 870.230.5125

Henderson State University specifically request that Contractors restrict all contact and questions regarding this contract to the above-named individuals.

6.0 Obtaining Contract Documents: If obtaining contract documents through any source other than the contact listed above, or their representative(s) is not advisable due to risks of receiving incomplete or inaccurate information, and the proposer runs the risk of basing his proposal on such information. The documents obtained through Arkansas State University Procurement or its representative(s) are considered the official version and takes precedence if any discrepancies occur.

7.0 Inquiries and Interpretations of the Job order Contracting (JOC) Program: response to inquiries which directly affect an interpretations or change to this solicitation will be issued in writing by addendum and Emailed or otherwise conveyed to all parties recorded by Henderson State University as having received a copy of the solicitation. All such addendum issued by Henderson State University prior to the time that proposals are received shall be considered part of the solicitation, and the contractor shall be required to acknowledge receipt of such in his proposal. Only those inquiries Henderson State University replies to which are made by formal written addendum shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

8.0 Proposal Evaluation and Award Process: An award for one or more Contractors for the services specified herein will be made based upon competitive sealed proposals. Proposal will be opened publicly to identify the names of Contractors, but will be security sufficient to preclude disclosure of other content of the Proposal, or other information, prior to award. Therefore, each preparer is encouraged to prepare their Proposal with due care and attention to detail in presenting the Proposers capabilities, Work plan, and coefficient as requested per the Proposal Evaluation listed herein. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. Henderson State University reserves the right to award a Contract or all or any portion of the requirements proposed by reason of this request award multiple Contracts, or to reject any and all proposals if deemed to be in the best interest of the University. Notification of proposal evaluation and award(s) shall usually be made within 30 calendar days of receipt date.

10.0 Proposers are hereby notified that any proposer who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submissions to Henderson State University of completed Disclosure forms will be a condition of the Contract. Henderson State University cannot enter into any contract, which does not obligate the Contractor to require the submission of Disclosure forms from subcontractors.

11.0 Proposers are hereby notified that on Federal projects the Davis-Bacon wage rates will apply on all projects over $2,500, and certified time sheets will be sent to Henderson State University.

12.0 Henderson State University reserves the right to reject any and all proposals, and to waive any informalities.

13.0 This invitation does not commit Henderson State University to pay any cost incurred in preparation of Proposals.

14.0 Proposers shall conform to the requirements of the Arkansas licensing laws and regulation for contractors, and shall be licensed before their proposal is submitted. There shall be only one proposal per State Contractors license. The Proposer will be required to indicate its license number on the Proposal Form underneath the signature.

15.0 Pursuant to Ark Code Ann 22-9-203, the State encourages all small and minority business enterprises to submit proposals for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration be given to identified groups.

End of Section

Section 00200
INSTRUCTIONS TO PROPOSERS

15.1 CRITERIA FOR SELECTION: **The Contractor(s) selected for an award will be the Contractor(s) who submits the most advantageous proposal to the University. HENDERSON STATE UNIVERSITY is not bound to accept the lowest priced proposal if that proposal does not provide HENDERSON STATE UNIVERSITY "Best Value". The criteria for evaluation of qualified proposals, and selection of the successful Contractor(s) for this award, will be based on the factors listed below (see proposal evaluation forms attached as part of the Proposal Form).** JOC's will only be considered who are competitive with proposals; the minimum score to get considered is 70 points. Each criterion should be on a separate page, numbered and titled as listed below.

15.2 50% of Evaluation Criteria: Contractor's proposed Coefficient (Use the Proposal Form). Coefficients will be scored based on the value of 1.0 with the score calculated based upon how far the Responder is from that number.

15.3 25% of Evaluation Criteria: Statement of Qualification and the Contractors Capabilities – a list of references of current and past customers and Contractor's past performance on other state projects. Use the BEST VALUE PROPOSAL EVALUATION – Contractor Capabilities form to guide this submittal as part of the PROPOSAL FORM. Proposers: It is very important for the Proposer to submit a thorough list Qualifications and Capabilities.

15.4 25% of Evaluation Criteria: Work Plan – a written Contractor's plan or approach to managing an HENDERSON STATE UNIVERSITY construction project for the Contractor's area of work in a university, educational environment. Use the BEST VALUE PROPOSAL EVALUATION – Work plan form to guide this submittal as part of the Proposal Form. Proposers: It is very important for the Proposer to submit as detailed a work plan as knowledge and experience will permit in regard to working in a university environment.

The project for the Work plan: There is a need to finish out a room for classroom and restroom. The shell space has the interior walls; the rooms are to be finished out for student use. The utilities can be accessed in the corridor, but first an asbestos insulated pipe must be abated. This project will require this contractor to reinsulate. At the suite doors a Schlage Lock system must be installed and a need for a card reader with magnetic lock is present, the controller box is 100 feet away. The class room has a requirement for a telephone, IT connection, closet for connection is fifty feet away on the other side of the corridor, beside it is the electrical closet. The general contractor is responsible to provide a work plan for the whole project; the subcontractors acting as a prime are responsible to show how they would do their part.

2.0 **GENERAL INSTRUCTIONS**: Submission of a proposal indicates Contractor's acceptance of the evaluation technique and recognition that some subjective judgment must be made. Contractor should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Each proposal should be prepared simply, and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this JOC. Emphasis should be completeness, clarity of content, responsiveness to the requirements, and an understanding to the University's needs and standards. **Contractor is encouraged to sequence the evaluation criteria as in Best Value Evaluation forms included with the Proposal Form to accommodate efficiency during the evaluation process.** Proposals which are qualified with conditional clauses, or alternates to the provided forms, or items not called for in the solicitation documents, or irregularities of any kind are subject to disqualification by HENDERSON STATE UNIVERSITY, at its option.

HENDERSON STATE UNIVERSITY will not provide compensation to Contractor for any expenses incurred for proposal preparation. Proposal and any other information submitted by Contractors response to this solicitation shall become the property of HENDERSON STATE UNIVERSITY.

3.0 **PROPOSAL DOCUMENTS:** Proposer may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Propose. Complete sets of documents must be used in preparing proposals; neither Henderson State University nor Design Professional assume any responsibility for any errors or misinterpretations resulting in the use of incomplete sets of Contract Documents. Obtaining contract documents through any source other than the Contact listed in the Invitation to Propose is not advisable due to the risk of receiving incomplete or inaccurate information, and the proposer runs the risk of basing proposer's proposal on such information. The documents obtained through the Contact or their representative(s) are considered the official version and take precedence if any discrepancies occur. The fact the documents used for proposal purposes are named "contract documents" does not diminish the rights of Henderson State University to reject any and all proposals and to waive any formality.

4.0 **EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE WORK:** Proposer shall examine the contract documents and project site of work. Proposer shall become generally familiar with existing conditions and limitations under which the work is to be performed, and shall base proposal on the criteria set hereinafter in section 00310 and 00410. No allowance will be made to Proposer because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination.

5.0 **INTERPRETATION OF CONTRACT DOCUMENTS DURING PROPOSAL PROCESS:**

5.1 All references to Henderson State University shall be interpreted to mean the Arkansas State University Board of Trustees acting for and on behalf of Henderson State University.

5.2 If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may have to submit to the Contact a written request for interpretation or correction thereof not later than 5 (five) calendar days before the Proposal opening.

5.3 Address all communications regarding the Contract Documents to the HENDERSON STATE UNIVERSITY Contact: Samantha Daniels-Gray (870.230.5125) and/or Chris Adams (870.230-5890); Mailing Address: Henderson State 1100 Henderson St. Arkadelphia, AR 71999 Box 7531; Physical Address: Arkansas State University – Jonesboro, 1100 Henderson St. Arkadelphia, AR 71999.

5.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed, emailed return receipt, or delivered to each Proposer of record by the Contact or its representative; and in those instances where a Design Professional is not involved the HENDERSON STATE UNIVERSITY planning, design, and construction office shall distribute Addenda in the above referenced manner. Henderson State University will not be responsible for oral explanations or interpretation of the Contract Documents.

5.5 Addenda issued during the proposal preparation period will be incorporated in the Contract Documents.

6.0 **TYPE OF PROPOSAL:**

6.1 The Work under this Contract will be awarded under a stipulated single coefficient, to the responsible proposer(s) who offers the "Best Value". No segregated proposals or assignments will be considered. Proposals are to include all labor, materials, equipment, sales tax, social security tax, State unemployment insurance, and all other like items necessary to complete this project.

7.0 **PREPARATION OF PROPOSAL:** Proposals shall be made on an unaltered Proposal Form identical to the form included in the Contract Documents. Fill in all blanks and submit one original. Proposals shall be signed with name typed below the signature. Where Proposer is a corporation, proposals shall be signed with the legal name of the corporation followed by the name of the state of corporation, contractor's license number issued by the Contractor's License Board, and the signature of the authorized officer of the corporation.

7.1 Proposals submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of this Joint Venture. The licenses of each component part of this Joint Venture shall also be listed in the bid submittal. Therefore, joint venture proposers shall indicate at least two (2) signatures and two (2) license numbers on the Proposal Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Licensing Board as a "Joint Venture" need only to indicate one joint venture license number on the Proposal Form. Joint Ventures proposers shall indicate at least two (2) signatures on the Proposal Form even if they are licensed as a joint venture.

8.0 **PERFORMANCE AND PAYMENT BOND:** Each Job Order will stipulate whether a Performance and Pay Bond will be required. Performance and Payment Bonds are not required for Job Orders of $20,000 or under. For work exceeding $20,000; per A.C.A. 18-44-523, the Contractor shall furnish a Performance and Payment bond in the amount equal to 100 percent of Job Order price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten (10) calendar days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the Power of Attorney as his authority. The bond shall be written in favor of Henderson State University. Contractor shall file the bond with the Circuit Clerk in the county where the Work is to be performed.

9.0 **SUBCONTRACTORS:** Name of principal contractor shall be listed where indicated on the Proposal Form in accordance with Ark Code Ann 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use contractors who are qualified and licensed by the Contractors Licensing Board and qualified in Mechanical (HVAC), Plumbing, Electrical, Roofing, and Sheet Metal.

9.1 Electrical License Requirements

9.1.1 No person shall perform work on the contract without an Arkansas State Master or Journeyman Licensed from the Arkansas State Electrical Examiners Board. All electrical work and apprentices shall be supervised by a Master or Journeyman Electrician on a one to one ratio.

9.1.2 All electricians shall have a copy of their license with them and shall be required to show it to an inspector upon request.

10.0 **SUBMITTAL:** Submit one (1) original completed Proposal on the Proposal Form in an opaque sealed envelope accompanied by three (3) copies of the Proposer's Qualifications, Capabilities, and Work Plan as required on the Proposal Form. Identify the envelope with: JOC proposal year 2024-2025, name of Proposer, and Arkansas Contractors license number; only one (1) proposal shall be submitted per State Contractor number. Submit proposals in accordance with the Invitation to Propose. All blanks on the form shall be typed in with ink or hand written. Erroneous entries, alterations, and erasures shall be lined out, initialed by Proposer in ink, and the correct entry inserted on the Proposal Form. Only those proposals submitted on Henderson State University supplied forms in these documents or identical copies will be accepted.

11.0 **PROPRIETARY INFORMATION:** All proposal information, proposals, forms, briefs, sales brochures, etc., will become the property of Henderson State University when submitted with a proposal. All proposal documents submitted by the proposer may be available for public inspection after the bid opening, subject to paragraph 9 of section 00130. Proprietary pages and documents required to be submitted with proposal must be clearly marked as such.

12.0 **MODIFICATIONS AND WITHDRAWAL:** Proposer may withdraw proposal any time before proposal opening and may submit up to the date and time designated for receipt of proposals. No proposal may be withdrawn or modified after time has been called for the proposal opening. Oral modifications to proposals will not be considered. Proposer may submit written modifications to proposal in writing or by email at any time prior to expiration of the proposal time and date and shall so word the modification(s) as not to reveal the amount of the original proposal. Email modifications shall have written confirmation over the Proposer's signature within 24 hours after proposal opening.

13.0 **DISQUALIFICATIONS OF PROPOSERS:** Henderson State University shall have the right to disqualify proposals (before or after opening), which includes but not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer, to reject a proposal by other data required by the Contract Documents, or to reject a Proposal which is in any way incomplete or irregular.

14.0 **LATE PROPOSALS:** Late proposals, proposals en route, proposals left at a location other than the Office of Procurement by special carrier or other will not be considered. Proposals must be in the Office of Procurement by or before the time indicated on the Invitation to Propose.

15.0 **APPLICABLE LAWS:**

15.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all laws, regulations, and legal requirements applicable thereto.

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

15.3 Taxes. Proposer shall include in each job order proposal all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that each Job Order price shall represent the total cost to Henderson State University of all work included in the Job Order. There are no provisions for a contractor to avoid taxes using a tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the Job Order price, but shown separately for the auditors, where appropriate.

15.4 State licensing laws for Contractors

15.5 Disclosure. Potential Proposers are hereby notified that any proposer who desire to enter into a contract not exempted from the disclosure requirements under Governor Executive Order 98-04 and Rules and Regulations of DF&A, that disclosure is a condition of the Contact and Henderson State University cannot enter into any such contract for which disclosures are nor made and the language of paragraphs 15.5.1, 15.5.2, and 15.5.3 below will be included in the body of any contract awarded. Potential Proposers are hereby notified that:

15.5.1 Disclosure is required to be a condition of any Job Order for which the total consideration is greater than twenty five thousand dollars ($25,000).

15.5.2 The Contractor shall require any subcontractor, for which the Job Order subcontract amount is greater than $25,000, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current and future between the contractor and a subcontractor for which the total consideration is greater than $25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be 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.

15.5.1 The contractor shall transmit a copy of the subcontractor's disclosure to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

15.6 Minority Participation. Pursuant to Ark Code Ann. 22-9-203, Henderson State University and the State of Arkansas encourage all small, minority, and women business enterprises to submit proposals 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 identified groups.

15.7 The proposal process, award, and administration of the contract shall be made pursuant to Ark Code Ann 19-4-1416 (a)(1).

16.0 **LIQUIDATED DAMAGES**. The amount of liquidated damages to be accessed shall be in accordance with the amount listed in each Job Order. Proposer understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit in the Job Order, the Contractor shall pay Henderson State University as Liquidated Damages, and not in the nature of a penalty the sum specified in the Job Order for each day completion is delayed. It is further understood and agreed by proposer that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Henderson State University will sustain in the event of any delay in the completion of the Work, and said sum is hereby agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.

17.0 **PRE-PROPOSAL CONFERENCE**. Refer to Invitation to Propose, section 00130, for any information on Pre-proposal Conferences.

18.0 **OPENING**. Opening will be opened as specified in the Invitation to Proposal, section 00130. Only the names of the proposers will be publicly read.

19.0 **EVALUATION and CONSIDERATION OF PROPOSALS**. It is the intent of Henderson State University to award a Contract to the responsive qualified proposers who offers the "best value" to HENDERSON STATE UNIVERSITY, provided the proposal has been submitted in accordance with the requirements of the Contract Documents. Henderson State University shall have the right to waive any formalities in a proposal received and to accept the proposal which, in Henderson State University's judgment, is in its best interest. Henderson State University shall have the right to award any and all proposals for a period not to exceed 60 days.

20.0 **EXECUTION OF CONTRACT**.

20.1 The apparent Best Value Proposer shall be prepared, if so required by Henderson State University to submit evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the proposer in signing the proposal, represents that they have the financial ability and experience to carry out the work through several stages within reasonable time frames agreed to in each Job Order.

20.2 The successful Proposer shall be required to execute an Agreement with Henderson State University on a form identical to the Agreement Form included in the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten (10) days after receipt of the Intent to Award each individual Job Order.

20.3 The successful Proposer will be required to furnish Henderson State University with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

21.0 **TRADES SOUGHT FOR SOLICITATION**

21.1 All Specialty and General Contractors are invited to prepare a proposal for Henderson State University Campus. Note, there is a requirement for a staffed office within150 miles of Henderson State University.

All Trades listed in RS Means Facilities Construct Cost Data Section 02 41 thru 46 25.

Contractors may bid on all sections that they are licensed to perform.

END OF SECTION

SECTION 00310
JOB ORDER CONTRACTING (JOC) EXECUTION GUIDE

1. **PURPOSE**. The purpose of this guide is to describe the procedure to be utilized in the administration of the Job Order Contract (JOC), a contract designed to provide Henderson State University with a flexible and responsive contractual capacity in support of their construction service's needs.

2. **DEFINITION.**

   a. Job Order Contract. A Job Order Contract is a competitively sealed proposal firm fixed price, indefinite-quantity contracts to perform work for the University. The contract may consist of a collection of institutional, research, or educational facilities type projects. Each project will encompass detailed task specifications encompassing improvements, alterations, renovation, remodeling, and/or major repairs to structures and properties. Much of the work may be performed during normal working hours. However, other hours may be necessary. It is also expected during University break times total project loads may be significantly higher and contractor staffing should reflect these needs. For each project task, a unit of measure and a corresponding unit price are to be the basis for Contractor compensation. The Contractor shall primarily use the latest available calendar year issue of RS Means Cost Works web based version, with updates as applicable electronic version, as a basis for unit costs or time and material method with a cost not to exceed. This resource book will be referred to as the unit price book (UPB). Contractors submitting proposals for the JOC are required to submit one (1) coefficient or multiplier for normal or overtime hours. This unit price listed in Means "Total Incl. O & P" costs (adjusted for the "Total Weighted Average" City Cost Index for Jonesboro, AR is then multiplied by the appropriate coefficient to determine the actual cost of that line item. The adjusted UPB "Total Incl. O & P" cost rate will herein be referred to as the "UPB rate". Cost derived from Division 1 of the UPB will be allowed. Each Job Order embraced by the Contract is broken down into individual tasks of work, and the total price is developed based upon the UPB rate or time and material method and the Contractor's multiplier. After Agreement, facilities management Construction Representative(s) review and authorize a Job Order Contract (JOC) for performance of work. However, HENDERSON STATE UNIVERSITY recognizes there may be times when an outside budget number may be required from a vendor or contractor to keep the budget fair and HENDERSON STATE UNIVERSITY reserves the right to use those numbers to establish budgets.

The JOC will remain in effect for up to one year ending on June 30th. HENDERSON STATE UNIVERSITY retains the right to renew any resulting contractor(s) for up to three (3) additional contract periods. Contracts can be renewed, with no increase in Contractor coefficient, only if the Contractor and Arkansas State University mutually agree to do so at no additional costs. Justification of non-renewal from either the Contractor or Henderson State University is not required.

A Performance and payment Bond will be required, per state law, for any individual project associated with Job Order Contracting in which the Job Order may exceed $20,000. Bond, where required, is a reimbursable item with the JOC.

In the course of executing the Contract, the Contractor agrees to abide by the terms as stated in General and Supplementary Conditions for the HENDERSON STATE UNIVERSITY Guide to Consultants & Contractor's, and other related documents in effect at time of award.

b. Job Order Contract (JOC). A Job Order Contract (JOC) is the contractual instrument issued by HENDERSON STATE UNIVERSITY facilities management to the Contractor. The JOC will be, in part, the Contractor's UPB or time and material estimate of tasks and quantities of labor, material, and equipment to do the work in accordance with the plans and specifications, and project timeline. The JOC is issued and approved upon agreement between the facilities management Representative and the Contractor on the scope of work, performance time, and the price for that work. The individual JOC becomes in effect, a fixed price lump sum Contract for UPB projects, or actual billed time and material (cost plus) not to exceed Contract when the Purchase Order is issued.

c. Coefficient. The contractor's coefficient is the price multiplier that the Contractor purposes. After award the parties use this multiplier to determine the price of work. The UPB rates listed in the JOC are multiplied by the Contractor's coefficient. For example, if the labor price for painting one hundred square feet of gypsum board is $15.00 (after the Jonesboro Cost index adjustment) and the coefficient is 1.01, the Contractor price would be $15.15 ($15.00 x 1.01 = $15.15). Example of coefficient less than 1.00, i.e. 0.95 ($15.00 x 0.95 = $14.25). The proposal coefficient shall be a net decrease from or increase to the "Total Incl O & P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O & P" shall also be adjusted for the city in which the campus is located "weighted average" and not the national average listed in the UPB. Coefficient shall be carried to four (4) decimal places only. Contractors will submit a % for time and material.

PLEASE NOTE: There will likely be occasions where the contractor is asked to provide labor, material, and/or subcontractor pricing for work by direct bidding that may, or may not, be identified in the UPB. In these cases, the same "coefficient" will apply. General Contractors are required to bid all sub work @ facilities management use (2) (B) ACA 19-4-1416.

d. Overhead. The Contractor typically bears overhead costs as part of the proposed coefficient of the JOC program. Allowable overhead items from the UPB or time and material are detailed in the table below. The line item categories are:
   a. Always allowed in the JOC, the contractor is expected and directed to include this item in each JOC by the CO Representative.
   b. Allowed as directed, only include by permission of the CO Representative due to some unusual condition peculiar to the project.
   c. Not allowed-included in coefficient, the contractor is never allowed to include because it's part of the proposal coefficient.
   d. Not in contract, totally excluded from this work and contract, but may be addressed under separate contract with Henderson State University.

		(A) Always Allowed in JOC	(B) Allowed as Directed in JOC	(C) Not Allowed: Include in JOC Coefficient	(D) Not in Contract
010000	Overhead				
4	Architect Fees				X
16	Construction Management Fees				X
18	Construction Completion Time				X
20	Contingencies		X		
22	Contractor Equipment		X		
28	Engineering Fees				X
32	Factors	X			
34	Field Office Expense		X		
36	Field Office Personnel	X			
38	Historical Cost Index				X
40	Insurance			X	
42	Job Conditions		X		
48	Main Office Expense		X		
52	Markup		X		
60	Overhead			X	
64	Overtime		X		
68	Performance & Payment Bond	X			
70	Permits		X		
82	Small Tools			X	
86	Taxes	X			
013100	Progressive Schedule				
104	Scheduling			X	
013300	Survey Data				
306	Surveying		X		
0103400	Shop Drawings			X	
410	Submittals			X	

		(A) Always Allowed in JOC	(B) Allowed as Directed in JOC	(C) Not Allowed: Include in JOC Coefficient	(D) Not in Contract
013800	Construction photos				
804	Photographs		X		
014100	Testing Services				
108	Testing		X		
015100	Temporary Utilities				
104	Temporary Utilities		X		
015200	Temporary Construction				
204	Protection		X		
208	Temp Construction		X		
015250	Construction Aids				
252	Safety Nets			X	
253	Personal Safety Equipment			X	
254	Scaffold		X		
255	Scaffolding Specialties		X		
257	Pump Staging		X		
258	Surveyor Stakes		X		
259	Weather Station			X	
015300	Barriers & Fencing				
302	Barricades			X	
304	Fencing		X		
306	Winter Protection		X		
015400	Security				
480	Watchman		X		
015500	Access Roads				
552	Roads & Sidewalks		X		
15600	Temporary Controls				
602	Tarpaulins		X		
15800	Project Signs				
804	Signs		X		
015900	Field Office & Shed				
904	Office		X		
016400	Equipment Rental				
406	Concrete Equipment Rental		X		
408	Earthwork Equipment Rental		X		
420	General Equipment Rental				
460	Lifting & Hoisting Rental				
490	Wellpoint Equipment Rental		X		
017400	Final Cleaning				
104	Cleanup	X			

		(A) Always Allowed in JOC	(B) Allowed as Directed in JOC	(C) Not Allowed: Include in JOC Coefficient	(D) Not in Contract
018000	Facilities Maintenance				
015	Facilities Maintenance Equipment	X			
020	Site Work Facilities Maintenance	X			
030	Concrete Facilities Maintenance	X			
040	Masonry Facilities Maintenance	X			
050	Metals Facilities Maintenance	X			
070	Moisture-Thermal Facilities Maintenance	X			

e. Rubbish Handling: The Contractor will be reimbursed for rubbish handling on a per job basis as it relates to loading a vehicle with demolished materials at project site in accordance with appropriate UPB line items. Handling of materials identified as salvageable will be reimbursed in accordance with UPB.

f. Disposal of Rubbish: Contractor shall lawfully dispose of rubbish off University property. Use of university dumpsters will not be allowed. All associated costs of removing rubbish less than 10 cubic yards per project from university property are to be included in the contractor's coefficient. If the project involves the use of a dumpster for 10 cubic yards or more of debris then reimbursement will be the verifiable actual dumpster fee plus 10.

g. Non-Prepriced Work. Non-prepriced work is categorized and addressed as follows:
   i. Tasks that are not specifically included in the UPB but are within the basic intent and general scope of the contract shall use the nearest UPB description and cost. An asterisk shall precede any modified task description.
   ii. Tasks, which are included in the UPB but differ materially more from those ordinarily encountered, shall be adjusted in material cost prior to issuance of the JOC. Contractor must submit cost documentation prior to issuance of JOC to exercise this optional adjustment. An asterisk shall precede any modified task description.

h. Normal Working Hours
   i. For the administrative and classroom areas and surrounding areas are 7 a.m. to 5 p.m. Monday through Friday. Other days/hours may be arranged.
   ii. For residence halls and apartments and surrounding areas are 10 a.m. to 6 p.m. seven days a week. Other hours may be arranged.

3. JOC TECHNICAL CONTRACT SPECIFICATIONS DEVELOPMENT.

Henderson State University's Representative will develop specifications necessary for the procurement and implementation of the JOC. JOC Contractors will adhere to JOC Program Specifications, General and Supplementary Conditions for HENDERSON STATE UNIVERSITY Guide to Consultants & Contractors, Quality Control, and similar documents/standards. If conflict exists in related contract documents then the following shall apply. All related contract documents may be superseded by individual Job Order project specifications (1st tier) and then these JOC Program Specifications (2nd tier). The intent of the specifications is to furnish concise institutional and/or industrial standards for maintenance, repair, and construction of University facilities. In the instance where the UPB offers, minimum/maximum costs associated with a particular task, or if the task is not listed in the UPB, Henderson State University's Representative will cost out the materials

based on local availability and use UPB labor rates most closely related to similar tasks, and apply them as directed in subparagraph A, below.

a. Materials:
    a. If materials specified by the JOC for a specific task exceeds the unit material bare cost in the UPB, after City Cost Index adjustment and after coefficient is applied, the Contractor may request adjustments of the bare cost. In these instances, copies of at least two competitive materials vendor quotations must be submitted to the Campus Operations Representative to substantiate material costs in excess of the UPB. The Contractor will be required to provide copies of invoices and proof of payment when requested by the University. These negotiations must precede the JOC and are not allowed on a Change Order basis. In these instances the contractor will be reimbursed at 10% above the invoice cost.
    b. Contractor is responsible for receiving and storing their own materials, including unloading of delivery trucks, checking deliveries and transportation to the work area. University employees are not responsible for this. No new construction materials may be delivered or received by the University's Receiving Warehouse.
    c. If the JOC and plans do not agree the JOC prevails. If the plans and specifications do not agree the specifications will prevail.
    d. The University reserves the right to purchase material or job required merchandise. Materials not used on the job shall be returned to University's stock for credit to job. The University will be required to deliver such materials to the job site or compensate the Contractor for providing labor to relocate Henderson State University furnished materials to the job site. This action will require a modification to the JOC to reflect a change order credit.

b. Equipment: Equipment costs can be included in the JOC only if a unit cost for equipment is listed for the specific task in the UPB, and actually used on the job. The Contractor shall furnish as part of his overhead cost included in the coefficient, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, drills, saws, hand tools, shop equipment, and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. The FM Representative prior to its use must approve any equipment reimbursements.

c. Labor: The University will reimburse the Contractor for "labor costs" as follows:
    a. Labor costs will be reimbursed to the Contractor at the UPB rate x Contractor coefficient. The University will not recognize any premium or incentives pay reimbursement. Work performed on an overtime basis or shift shall not be included as a "job cost".
    b. If a task is not literally identified in the UPB the Contractor will be reimbursed in accordance with non-prepriced protocol (2.G), with trade and labor unit costs matched as close as possible to UPB rates, multiplied by the coefficient. Insurance, fringe benefits, travel time, employee's residence to job site, or vacation allowances are to be included in the Contractor's coefficient.
    c. A worker with overall project supervisory authority is to be present on each job site at all times. Supervisory costs will be reimbursed as a separate labor cost thru RS Means.
    d. Time and material method.
    e. Time and cost associated with an employee's travel to and from job site are not reimbursable.
    f. The Contractor may be required to perform the work under this Contract on the job site in the presence of University employees, other University Contractors, and/or Subcontractors, whether union or non-union, and shall complete the work assigned in the time required by the JOC. In off-site work such as off-site fabrication, the University shall be so notified at the time of the issuance of the JOC by the Contractor. The University reserves the right to inspect such off-site work at any time.

g. The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available sufficient storage space for materials and equipment if his office and principal place of business is not located within 150 miles of the University. Other office equipment and personnel competencies required are fax machine and computer with an email account. The communication's response time of the Contractor (or equal authority Contractor's representative) to the University, Monday through Friday, 8:00 A.M. to 5:00 P.M. shall not exceed 4 hours.

d. Subcontracts: Contractors may use the services of Subcontractors. The Contractor shall be responsible for reimbursing Subcontractors. The Facilities Management Representative may require the submittal of payment affidavits for Subcontracts prior to final payment. The use of Subcontractors does not alter UPB unit costs or Contractor coefficient.
   a. The Contractor shall, as soon as practicable and before the execution of each JOC, notify the FM Representative in writing of the names/phone numbers of Subcontractors proposed for the principal parts of the work and for such others as the FM Representative may direct. The Contractor shall not employ any Subcontractor that the FM Representative may for any reason object to as incompetent, unfit, irresponsible, or unsafe.
   b. The JOC Contractor agrees to be fully responsible to the University for the acts and omissions of the Subcontractor and of persons directly employed by the Subcontractor.
   c. Nothing contained in the JOC or Contract Documents shall create any contractual relation between any Subcontractor and the University and nothing in the Contract documents is intended to make the Subcontractor a beneficiary of the Contract between the University and the Contractor. The Contractor agrees to bind every Subcontractor, and will see that every Subcontractor agrees to be bound, by the terms of the JOC and related Contract Documents inclusive of JOC Program Specifications, General and Supplementary Conditions, HENDERSON STATE UNIVERSITY Guide to Consultants and Contractors, Quality Control, and other similar documents/standards.

4. EXECUTION PROCEDURES.

a. For Multiple General and Specialty Contractors issued JOC Contracts, selection of individual contractor will first consider the lowest coefficient, but may also consider specific experience per task or ability to address construction schedule.

b. CO Representative/Contractor Coordination
   i. The Campus Planning Design and Construction Department Representative contacts the Contractor(s) of pending JOC. The Contractor's representative shall respond within three working days by meeting with the FM Representative (and possibly the customer) to conduct a scope validation site visit and conference. During this meeting, the following are discussed and established:

      Project number and title.
      Site investigation.
      Methods and alternatives for accomplishing work per RS Means or time and material estimate, plans, and specifications.
      Scope of the work, definitions, tasks and quantities as required.
      Time requirements for completion and site availability.

ii. Within 5 working days from the job walk the contractor shall review the project and negotiate final price on proposed JOC.
iii. Even though there is the possibility of equipment/material price escalation given the current construction market environment, the Contractor will be required to stand behind his negotiated price quotation for a minimum period of 30 calendar days from the date of its acceptance by the FM Representative. If a final negotiation and Notice To Proceed have not been executed by the FM Representative within that time period, then the Contractor shall have the right to review his price quotation and to modify it as justifiable. However, this provision does not negate ASU's right to advance to another Contractor if a re-negotiation is unsuccessful.

c. FM Representative/Contractor JOC Activities
   i. Once Notification of a Pending Job Order Contract is acknowledged, the FM Representative formally request the Contractor to examine the JOC, acknowledging the scope of work, plans and specifications, and any special instructions or conditions that may exist.
   ii. The Contractor is responsible for verifying tasks, refining quantities. The Contractor then formally responds to the JOC within five working days from date of initial site visit.
   iii. After review of the contractor's JOC revisions (if any), the FM Representative will approve or disapprove the JOC, negotiate, or advance to another contractor.
   iv. Upon acceptance of JOC by both parties the FM Representative will initiate the generation of the Notice to Proceed for each project.
   v. Once the purchase order is issued, the Contractor will begin work as per date ranges specified in the JOC. The FM Representative will perform the Contract administration associated with the JOC until work completion, including final inspection and acceptance within the time frame designated on the JOC.
   vi. The FM Representative may hold retainage for completion of any punch list items in an amount estimated to be 200% of the cost to complete the punch list.
   vii. At time of project completion (inclusive of the completion of punch list items), the Contractor will submit a request for Final Payment to be approved by the FM Representative.

5. MODIFICATION TO JOB ORDERS

a. It is the sole responsibility of the FM Representative to authorize a Change Order to a JOC. Change Orders shall be generated from UPB or time and material method. If differing site conditions are encountered during execution of the Job Order, or if there is a desired change to the quantity or quality of work by Henderson State University, then a modified or supplemental JOC by way of Change Order is required. If a Change Order involves negotiation with the Contractor, all negotiations must be completed within 3 working days.
b. For the purpose of issuing change orders to a Job Order, three typical circumstances are anticipated:
   i. Differing site conditions
   ii. Increased scope of work
   iii. Decreased scope of work
c. The FM Representative will prepare a proposed Change Order to the JOC addressing differing site conditions or increased/decreased scope of work.

6. REPORTING REQUIREMENTS AND PAYMENTS

a. The FM Representative will be responsible for administering all JOC's under the Contract.
b. Normally, the Contractor will only be paid for completed Job Orders. Application for final payment shall be submitted once all work and the punch list (if applicable) are completed. If the performance period of a Job Order exceeds 30 days, partial payment is authorized,

based on the percentage of completion minus a 5% retainage of total sum of JOC. Liquidated Damages may be assessed if project extends beyond JOC agreed completion date. This includes punch list items. Partial and final payments shall be submitted to the FM Representative using the standard AIA "Application for Payment" form. When the work is certified complete by the FM Representative and an invoice received, Facilities Management will process the invoice for payment through established University procedures for prompt payment.

c. The University reserves the right to deduct from the contract an equitable amount for any damaged or uncorrected work until such time as the FM Representative deems the work satisfactory. If unfinished work or damaged or uncorrected work remains after the agreed upon JOC completion date, the University reserves the right to proceed in accordance with paragraph 2.3.1 of the General Conditions.
d. The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the University from loss on account of:
    i. Defective work not remedied;
    ii. Claims filed or reasonable evidence indicating probable filing of claims;
    iii. Failure of the Contractor to make payments properly to Subcontractor for material or labor;
    iv. A reasonable doubt that the Contract can be completed for the unpaid JOC balance;
    v. Damage to another Contractor;
    vi. The expectation that Liquidated Damages will be charged;
    vii. Deductions associated with loss of or damage to University property as a result of negligence or non-conformance to JOC contract documents. When the above grounds are removed, payment shall be made for the amount withheld because of them.

e. Liquidated Damages shall be a part of each JOC and are set at the joint signing of the JOC. The basis for Liquidated Damages shall be as stipulated in paragraph 16, Section 00200, Instructions To Bidders. Warning of intent to assess Liquidated Damages may be sent to the Contractor and Bonding Company for insufficient progress or chronic under-manning of a project to the extent that it is believed that the project cannot be completed within the agreed time frame. If the scope of the project includes outside work that is affected by inclement weather the Contractor must document these days by submitting copies of local weather reports that indicate precise conditions.
f. The Contractor shall submit a weekly report of activities. If a specific reporting format is required, the specific JOC will so state.
g. The Contractor shall submit a copy of MSDS's to the FM Representative for all materials used in the project as part of project closeout.

7. TERMINATION

If termination of a JOC contract is desirable for whatever reason, it shall be effected in accordance with the General and Supplementary Conditions.

END OF SECTION

SECTION 00410
PROPOSAL FORM

Response Time: 2:00pm
Response date: March 27, 2024

PROPOSAL FROM:

Arkansas State University Board of Trustees acting for and on behalf of
Henderson State University.

PROJECT: Henderson State University - Job Order Contracting for construction services.

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of an assigned project in accordance with the Contract Documents within the time set forth in each Job Order, for the compensation as determined by the method set forth hereinbefore in Section 00310.

2. The undersigned, as proposer declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made, without collusion with any other person, firm, corporation; that the proposer has carefully examined the form of contract, instructions to proposers for the proposed work; and agrees that the proposer will provide all the necessary machinery, tools apparatus, and other means of construction, and will do all the work and furnish all materials called for in the contract, specifications, and drawings, in the manner prescribed therein and according to the requirements of Henderson State University's Representative, or Architect or Engineer therein set forth.

3. It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architect, Engineer or Henderson State University's Representative, to complete the work fully as planned and contemplated. Adjustment for changes in work will be in accordance with the JOC Execution Guide and other related documents.

4. Proposal amounts shall be shown in both words and figures. In case of discrepancies the amount shown in words shall govern.

5. The Proposer acknowledges Ark. Code Ann.§ 22-9-212 and intends to identify job specific costs for Trenching Safety Systems for each individual Job Order in accordance with the Job Order Contracting Execution Guide.

6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
    1. That the undersigned understands that Henderson State University reserves the right to reject any and all proposals and to waive any formality.
    2. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within 10 days after receipt of the Intent to Award each Job Order, and after receiving a specific Notice To Proceed for a specific Job Order will commence work within 5 days after conveyance of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay Henderson State University as fixed, agreed

and liquidated damages, and not as a penalty, the sum set forth in each Job Order for each calendar day of delay until the work is completed or accepted.

3. That this proposal may not be withdrawn for a period of 60 days after the proposal opening.
4. The undersigned agrees to pay prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.
5. The Contractor will be selected to provide Job Order Contracting "on call services" for a period of one year, with the option for Henderson State University to mutually extend the contract for up to three (3) additional contract periods if both Henderson State University and Contractor agree.
6. Payment made for work performed will be based upon the method described in paragraph [9], hereinafter.

7. The following documents are attached to and made a condition of this Proposal
   1. Contractor's Statement of Qualifications and Work Plan. **Proposers: Please note the very important significance of providing a thorough response to this part of the Request for Proposals.**
      a. Best Value Proposal Evaluation - Contractor Capabilities (respond to evaluation form attached at back of this section).
      b. Best Value Proposal Evaluation - Work Plan (respond to evaluation form attached at back of this section).
8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda: No. Dated

   No. Dated

   No. Dated

9. I/We the undersigned, having read the JOC Execution Guide General Conditions and Supplementary Conditions for the Arkansas State University System, Invitation to Propose, Instructions to Proposers, and all other sections of this Program Specifications Manual, hereby propose to furnish all labor, materials, equipment and everything else necessary to complete projects in accordance with the conditions contained herein.

   Each Job Order Contract shall be based upon a single coefficient, unit price, indefinite-quantity, firm fixed price, contract to perform for the Henderson State University Facilities Management Department. THE FOLLOWING MULTIPLIER IS TO BE USED WHEN PRICING WORK USING THE UNIT PRICE BOOK (UPB) METHOD (CURRENT ISSUE OF RS MEANS FACILITIES CONSTRUCTION COST DATA).

   Coefficient (in words) _____ (in Figures) _____ shall be a multiplier applied to the "Total Incl. O&P" cost column in the Unit Price Book and not the "Bare Total" column. The "Total Incl. O&P" shall be adjusted for the City of Jonesboro's "Total weighted average" and not the national average value listed in the UPB. Coefficient shall be carried to four (4) decimal places only. There is no provision for escalation of labor rates from those included in the UPB pricing. Therefore, the Proposer should consider the difference in actual and allowable labor rates when determining his own coefficient to be applied to the UPB pricing.

   The performance and payment bonds, when required by this manual or the laws of Arkansas will be submitted with the executed contract if the proposal is accepted. The undersigned certifies that the bid coefficient contained in this proposal has been carefully checked and is submitted as correct and final. The undersigned agrees that he will not withdraw this proposal for a period of 60 calendar days.

   For the time and material method the following markup will be used for all time and material JOC's percentage (in words) _____ (in Figures) _____.

Respectfully Submitted:

_____
Name of Proposer (Typed or Printed)

_____

_____

_____
(Address)

BY:

_____
(Signature and Title)

_____
Arkansas Contractor's License Number

_____
Telephone Number Fax Number

_____
Federal ID Number or Social Security Number

_____
(Date)

BEST VALUE PROPOSAL EVALUATION-Contractor Capabilities

Solicitation for Proposal_____

CRITERIA **Total Points Given**

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds Requirements Five (5) maximum points each item.

CONTRACTOR CAPABILITES: (25% OF TOTAL POINTS)

1. Experience: Complete list with scopes of work for present 0-5 construction projects with commercial corporations, government, and higher education clients. *Does the proposer demonstrate experience with clients of similar size and scope?

2. References: Complete list with scopes of work for completed 0-5 construction project (latest 3 year period). *Did the list provide sufficient detail to determine ability? Reference checks sheets and comments?

3. Years of experience (Minimum 3-consecutive years): General 0-5 information typically used (see verification sheets). *Experience relates to the amount of time in providing the service requirements, not necessarily the time the business has been in operation.

4. Project personnel qualifications: List of current subcontractors 0-5 typically employed. *Were key personnel roles, responsibilities and resumes identified and provided? Does the organizational chart support the level of service required (number and type of crews, level of supervision)? Were subcontractor roles, responsibility and qualifications explained in sufficient detail?

5. Professional memberships, certifications, and licenses. 0-5 Was information provided complete and current?

Total Contractor Capability Points (A) 0-25 _____

*Reference information provided on Contractor's Qualification Statement Form

BEST VALUE PROPOSAL EVALUATION – Work Plan

Solicitation for Proposal _____

CRITERIA **Total Points Given**

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds requirements. Five (5) maximum points each item.

WORK PLAN: (25% OF TOTAL POINTS)

1. Work Plan: Descriptive narrative sufficiently explaining how work will be performed, identities of staff, time lines, equipment and supplies procurement and deployment, subcontract supervision, strategies, reporting, overall quality of the work plan. Was this plan well organized and presented in a clear, concise and logical manner? 0-5

2. Services: Outline of sufficient detail as to contractor services provided in this proposal. Were services explained as to what and how services are to be provided and to what extent? Are additional services of value to the University being offered in this proposal? 0-5

3. Procedures: Outline and discussion of quality control personnel, plan, and standards; deficiency and punch list procedures, emergency procedures, and contingency plans for working around our ongoing educational operations (nigh, weekend, and intermittent scheduling). Did the proposer reflect standards to be utilized for implementation policies or procedures and clearly outline and discuss extent? 0-5

4. Reporting and documentation: Examples of project management reports, close-out documents, as built procedures, shop drawings, submittal procedures, and safety reporting. Did the proposer clearly and concisely explain their reporting and documentation capabilities and provide examples? 0-5

5. Acceptability: Was the work plan tailored to fit the University's operations? Did it provide sufficient detail and insight into our educational needs and mission? Were responsibilities clearly and explicitly defined and aligned with the JOC program requirements? 0-5

Total Work Plan Points (B) 0-25 Total _____

Contractor Capability Points) (A) 0-25 _____

Cost Coefficient (50% of total points) (C) 0-50 _____
(Low bid coefficient/this bid coefficient) x total maximum points for cost = points

GRAND TOTAL WORKSHEET POINTS (A+B+C) =D (D) 0-100 _____

CONSENT OF SURETY
Section 00611

Comes the undersigned, who does hereby swear and affirm that:

1. My name is _____ and I am an authorized representative of _____ a surety company.

2. With regards to the Project _____ _____; Project # _____; Contract date _____ _____; _____ Contractor; and _____ _____Henderson State University; I hereby approve the final payment to the contractor. I agree that the final payment to the contractor shall not relieve the Surety Company of any of its obligations as set forth in the contract with the State of Arkansas and this contractor.

_____ _____
AFFIANT DATE

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this _____ of _____ _____, 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

SECTION 00614
PERFORMANCE BOND AND PAYMENT BOND

We _____, hereinafter referred to as Principal, and _____, hereinafter referred to as Surety, are held and firmly bound unto _____, as oblige, hereinafter referred to as Henderson State University, in the amount of $ _____, said amount to be deemed a performance bond payable to Henderson State University under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

Principal has by written agreement dated _____ entered into a Contract (the Contract) with Henderson State University for: _____
_____
_____
_____
_____. The above referenced Contract is incorporated herein by reference. Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

a. The Principal shall faithfully perform the above reference Contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the Contract.

b. In the event that the Principal fails to perform the Contract, the Principal and the Surety, jointly and severally, shall indemnify and save harmless Henderson State University from all cost and damage which Henderson State University may suffer by reason of Principal's failure to perform the Contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to Henderson State University for all outlays and expenses which Henderson State University may incur in making good any such default or failure to perform the Contract by the Principal.

c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the Contract and in doing so this obligation shall be null and void. In the event that Principal fails to pay for such indebtedness, such persons shall have a direct right of action against the Principal and Surety, jointly and severally, under this obligation, subject to Henderson State University's priority.

d. Principal shall guarantee the faithful performance of the prevailing hourly wage clause as provided in the Contract.

This bond given in accordance with Arkansas laws and regulations (including Ark. Code Ann. § 18-44-503, § 19-4-1405 and § 22-9-401 et seq.). The Surety guarantees that the Principal shall comply with

Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).

Any alteration which may be made in the terms of the Contract, or in the work to be done under it, or the giving by Henderson State University of any extension of time for the performance of the contract, or any other forbearance on the part of either Henderson State University or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived. In no event shall the aggregate liability of the Surety exceed the amount provided in the Contract.

This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.

Executed by the parties who individually represent that each has the authority to enter into this agreement.

BY: _____

_____
Contractor Date

BY: _____
Arkansas Resident Local Agent/ Attorney-in-Fact Date
(In accordance with Ark. Code Ann. § 22-9-402(b)(1)(2))

_____
Agent Date

_____
Address

_____
City County State Zip Code

Business Phone:_____
Fax: _____
Mail:_____

PERFORMANCE AND PAYMENT BOND
AMENDMENT #_____

We, _____hereinafter referred to as Principal, and _____, hereinafter referred to as Surety, have entered into an agreement entitled "Performance and Payment Bond", with _____as oblige hereinafter after known as Henderson State University Agency. Furthermore, we agree that said bond agreement, which was filed in the county of _____on the _____ day of _____, 20___ and this amendment #____ is hereby incorporated into said bond agreement and any previous amendment(s) therein. This amendment shall be upon the same terms and conditions as set forth in the Bond Agreement, including any amendments, except the Agreement shall be amended and modified as follows:

1. The total aggregate amount for the Bond Agreement shall be $_____ dollars. This amended amount reflects those costs, time for completion and other terms of the Contract associated with said bond agreement and Change Order(s) #_____ for the project contract entered into between Principal and Henderson State University Agency.

2. This Performance and Payment Bond Agreement Amendment is binding upon the above named parties, and their successors, heirs, assigns and personal representatives. The Bond Agreement as hereby extended, amended and modified is hereby ratified and confirmed by the parties who individually represent that each has the authority to enter into this amended agreement.

BY:_____
Contractor Date

BY:_____
Arkansas Resident Local Agent/Attorney-in-fact Date
(In accordance with Arkansas Code Annotated §22-9-402(b)(1)(2))

_____
Agent Date

_____
Address Business Phone/Fax #

_____
City County State Zip Code

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND AMENDMENT IS THE ONLY BOND AMENDMENT FORM THE OWNER WILL ACCEPT.

RELEASE OF CLAIMS
Section 00640

Comes the undersigned, who does hereby swear and affirm that:

1. My name is _____, and my
(printed or typed)
address is _____, doing business as
_____.

2. Pursuant to Contract Number _____, _____
(project description)
and Contract Date _____ excepted as listed below in Paragraph 4, I have paid otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known claims against the Contractor arising in any manner in connection with the performance of the contract referenced above for which Henderson State University or his property might in any way be held responsible.

3. To the best of my knowledge, information and belief, excepted as listed below in Paragraph 4, the Releases or Waivers of Claim, attached hereto and incorporated herein, include the Contract, all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have claims against any property of Henderson State University arising in any manner out of the performance of the Contract referenced above.

4. The Exceptions are: (if none, indicate "none." If required by Henderson State University, the Contractor shall furnish bond satisfactory to Henderson State University for each exception.)

_____ _____
AFFIANT DATE

VERIFICATION

STATE OF ARKANSAS)
)
COUNTY OF)

SUBSCRIBED AND SWORN TO before me this ___ of _____ 20___.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FAILURE TO MAKE ANY DISCLOSURE REQUIRED BY GOVERNOR'S EXECUTIVE ORDER 98-04, OR ANY VIOLATION OF ANY RULE, REGULATION, OR POLICY ADOPTED PURSUANT TO THAT ORDER, SHALL BE A MATERIAL BREACH OF THE TERMS OF THIS CONTRACT. ANY CONTRACTOR, WHETHER AN INDIVIDUAL OR ENTITY, WHO FAILS TO MAKE THE REQUIRED DISCLOSURE OR WHO VIOLATES ANY RULE, REGULATION, OR POLICY SHALL BE SUBJECT TO ALL LEGAL REMEDIES AVAILABLE TO THE AGENCY.

THE FOLLOWING ATTACHED FORMS ARE TO BE FILLED OUT AND RETURNED WITH YOUR QUOTATION (ATTACHMENT C)

Contract and Grant Disclosure and Certification Form
Minority Business Form
Act 157 of 2007 (Illegal Immigrant) Form
Act 2157 of 2005 (EO Policy) Form
Israel Boycott Restriction Confirmation
Vendor Information Request Form
W-9 Identification Number and Certification

SUPPLEMENTARY CONDITIONS
Section 00800

MODIFICATIONS TO GENERAL CONDITIONS

ARTICLE 1 – GENERAL PROVISIONS

1 Paragraph 1.1 DEFINITIONS

Add Subparagraph 1.1.9 "Bidders" – Wherever the terms "Bidders" or "Bids" is utilized, it shall be changed to mean "Proposers" or "Proposals", as appropriate.

ARTICLE 2 – OWNER

1 Subparagraph 2.1.1 "Owner" – The "Owner" is the Henderson State University represented by the Facilities Management Department. Specifically note that the "Owner" is <u>not</u> necessarily the same as the 'End User'.

Add Subparagraph 2.1.2 "End User; that subdivision of the Henderson State University on whose "site" the work is being accomplished and who will directly benefit from the work being completed.

Add Subparagraph 2.1.3. "Construction Coordinator" – The "Construction Coordinator" is the Henderson State University's interest on a day-to day basis.

ARTICLE 3 – CONTRACTOR

1 Paragraph 3.2 REVIEW OF FIELD CONDITIONS

Add the following subparagraphs:

3.2.1 The Contractor acknowledges by submission of his Job Order price proposal that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract.

3.2.2 The Contractor further acknowledges by submission of his Bid that he has satisfied himself as to the character, quality, and quantity of materials to be encountered from inspecting the site. Any failure by the Contractor to acquaint himself with all the available information will not relieve him from responsibility for properly estimating the difficulty or cost of successfully performing the work.

3.2.3 In the event subsurface or latent physical conditions are found materially different from those indicated in the Job Order, and differing materially from those ordinarily encountered in the project area and generally recognized as inhering in the character of

work covered in these Contract Documents, the Contractor shall promptly, and before such conditions are disturbed, notify the FM in writing of such changed conditions.

3.2.4 The FM will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed.

3.2.5 Existing utilities in the vicinity of the project may include overhead and underground electric and telephone lines; fiber optic cable, underground water, sanitary sewer systems and gas where located. The Contractor shall pay extra attention while working on and around the locations of utilities. The Contractor should coordinate with Henderson State University if questions or issues pertain to the existing utilities arises. No compensation will be paid to the Contractor, due to costs associated with damages to utilities or to costs associated with locating/avoiding same. The Design Professional and Henderson State University will cooperate with the Contractor and utility firms where possible, to reasonably avoid existing utilities.

2 Paragraph 3.4 REQUEST FOR SUPPLEMENTARY INFORMATION

Add Subparagraph 3.4.3 – "Requests by the Contractor/Subcontractors for supplementary information MUST be directed to the "Henderson State University", not to the "End User"."

3 Paragraph 3.8 SUPERINTENDANCE

Add the following to Subparagraph 3.8.4 – "Repeated occurrences whereby representatives of the Contractor/Subcontractors deal directly with the "End User" in reaching written or oral agreements regarding scope of work and/or services associated with the Contract rather than dealing directly with the "Henderson State University" shall be grounds for removal of the offending individual from the work site. Repetitive occurrences by any particular contracting/subcontracting company shall be grounds for removal of that company from the Project."

ARTICLE 7 – CHANGES IN THE WORK

Add Subparagraph 7.1.4 – The Contractor/Subcontractors shall pay special attention that changes in the work are to be negotiated directly between Henderson State University and the Contractor. Side agreements, whether oral or in writing, between the End User and the Contractor/Subcontractors are not allowed nor enforceable and may be grounds for action taken by Henderson State University in accordance with Subparagraph 3.8 of these Supplementary Conditions.

ARTICLE 8 – TIME

Subparagraph 8.4.1 – "normal weather conditions" is defined as those established in the HENDERSON STATE UNIVERSITY Guide to Constants and Contractors, Contractors, Item 13.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 GENERAL

Add the following subparagraphs:

10.1.2 Safety provisions shall conform to the Federal and State Department of Labor Occupational Safety Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the

aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

10.2.3 The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials.

10.2.4 The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

10.2.5 The duty of the FM to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisors, the safety program, or any safety measures taken in, on, or near the construction site.

10.2.6 The Contractor, as part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the job site.

10.2.7 The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

10.2.8 During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in sidewalks, floors, roofs, walkways, parking areas and driveways. All such barriers shall have adequate warning lights as necessary, or required, for safety.

10.2.9 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the FM. In addition, the Contractor must promptly report in writing to the FM all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

10.2.10 If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the FM, giving full details of the claim.

10.2.11 Comply with all rules and regulations of the state authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of Henderson State University. Conduct the work so-as-to-assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

10.2.12 When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

10.2.13 Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control.

10.2.14 The Contractor shall leave his night emergency telephone number or numbers with the University Police Department, the Facilities Management Project Manager, and the Design Professional so that contact may be made easily at all times.

10.2.15 The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations, (NFPA No. 241) shall be followed.

10.2.16 The Contractor shall perform all work, including excavation, dewatering, and demolition operations, in such a manner as to avoid damage to existing water mains, fire hydrants, sewer lines, gas mains, telephone and TV cables, power poles, lighting standards, and all other existing utilities, public or private. See Section 01011, SITE CONDITIONS.

10.2.17 The Contractor shall employ such means and methods as necessary to adequately protect public and private property against damage. In the event of damage to such property, the Contractor shall, at his own expense, immediately restore the property to a condition equal to its original condition and to the satisfaction of the Engineer and Henderson State University of said property.

10.2.18 The Contractor shall exercise due care to avoid damage to existing pipe and coatings, wrappings, sewers, conduit, or other existing utilities. Should the Contractor damage or displace any of the above, the Contractor shall repair same to the satisfaction of Henderson State University's agent and all expenses in connection therewith shall be borne solely by the Contractor.

ARTICLE 11 -INSURANCE AND BONDS

1 Subparagraph 11.1.1, add the following sentence:

The amount of such insurance shall be not less than the following or any limits required by law.

2 Subparagraph 11.1.2, add the following clause:

11.1.2.2 Worker's Compensation:

A.	State:	Statutory
B.	Applicable Federal	Statutory
C.	Employer's Liability	$ 100,000.00 per Accident

3 Subparagraph 11.1.3, add the following clause:

11.1.3.2 Comprehensive General Liability

General Aggregate:	$ 1,000,000.00
Completed Operations to be maintained for one year after final payment:	$ 1,000,000.00 Aggregate
Personal Injury	$ 1,000,000.00 Each Occurrence
Each Occurrence Limit	$ 1,000,000.00 Each Occurrence
Automobile Liability (including owned, non-owned, and hired vehicles)	$ 1,000,000.00 Combined Single Limit

Umbrella Excess Liability $ 1,000,000.00

4 Subparagraph 11.1.4, add the following clause:

Henderson State University and Contractor's Protection Liability
$ 1,000,000.00 Combined Single Limit

5 Subparagraph 11.1.5., add the following:

"Each Job Order Contract shall stipulate whether Builder's Risk Insurance is required."

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Add the following subparagraphs:

13.1.4 PROTECTION OF THE ENVIRONMENT

A. The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution, which would be in violation to any federal, state, or local regulations.

B. The Contractor shall comply in all ways with the Arkansas Department of Environmental Quality (ADEQ) Requirements for areas disturbed. This especially pertains to control of erosion/sediment from the construction areas. Use hay bales and silt fences where needed.

C. Trash burning will not be permitted on the construction site.

D. If temporary heating devices are necessary for protection of the work, such devices shall be of an approved type that will not cause pollution of the air.

E. The Contractor shall conduct all his work, use appropriate construction methods and equipment, all as necessary so that noise emanating from the process or any related tool or equipment will not be disturbing to adjacent residents. If necessary, this will be justification for adjusting the allowable hours of work.

ARTICLE 16 – ADDITIONAL REQUIREMENTS:

16.1 There will be limited parking at the site. All other parking will be off-site. Parking within the construction site will be controlled by the contractor. Parking outside the site will be limited and controlled by HENDERSON STATE UNIVERSITY Parking Services. All construction vehicles parked on campus outside the site must have prior approval of HENDERSON STATE UNIVERSITY Parking.

16.2 Observance of Pedestrian Crosswalks MUST be strictly enforced with all personnel.

16.3 Henderson State University will require 72 hr. advance notice for any required on-site inspections.

16.4 Design Professional and Henderson State University's personnel will be allowed access to the jobsite during construction.

16.5 Progress meetings will be held at the jobsite, or at the Facilities Management Conference Room when appropriate.

16.6 Do not proceed with any change without written authorization from Henderson State University's

representative.

16.7 Verify all utility locations (Arkansas One-Call: 1-800-482-8998), and coordinate any proposed outages two weeks in advance with Henderson State University.

16.8 Provide documented requests for time extensions on a monthly basis, with payment requests.

16.9 Coordinate location of project fence with Henderson State University (if applicable).

16.10 Protect all trees with fencing placed at drip-line.

16.11 The Contractor is required to install and pay for construction utilities (if applicable), and a telephone/fax.

16.12 Appropriate safety procedures will be enforced by Henderson State University. Hardhats will be used (extras for visitors), and signage will be posted, as required. All welding and cutting is to be performed behind appropriate vision screening. Whenever appropriate, all MSDS information must be on-site prior to arrival of related materials. ACM/PCB/Lead processes. The site will be kept in a clean, orderly state.

16.13 Appropriate security measures are to be observed. Any required University keys will be signed out, by the Contractor, at the Control Center Key Desk. Any keys that are checked out must be returned upon completion at the end of the day, in order to process the Final Pay Request. Any project keys required for Henderson State University's access will be provided by the Contractor.

16.14 Harassment of students, faculty, or staff by contractors or subcontractors personnel will NOT be tolerated. Any verified infraction will be cause for immediate dismissal of the individual (s), and they are to immediately leave Henderson State University property.

16.15 Payment requests for material stored off-site will be approved if the material is stored in a bonded warehouse and adequately marked for use on this specific job. The requests must have copies of invoices and insurance certificates attached.

16.16 Prevailing wage rates (if applicable) must be posted at the jobsite. All Contractors are liable for jobsite interviews, by the Department of Labor, to verify that rates are being paid.

16.17 Shop Drawings (all must be submitted to the Planning Design and Construction Office Representative. Within 5 days; substitutions approved within 10 days):
Must first be reviewed by the contractor, and bear their approval stamp.
Submit in quantities required for contractor's use after 3 are maintained by the COR.
Use only approved shop drawings on jobsite.
All items requiring color selection will be made at one time.

16.18 A complete list of contractors, with after-hours contact information, must be submitted.

16.19 Have hardware supplier review shop drawing requirements for lock systems. Contact Henderson State University if there are any questions about locks or keying schedule. Keying schedule is to be coordinated with HENDERSON STATE UNIVERSITY Lock shop.

16.20 Any site testing (concrete, soil) will be coordinated with Henderson State University.

16.21 Whenever potable water lines are constructed, they shall be pressure-tested and disinfected per AWWA Standards prior to acceptance/use. The chlorinated water used for disinfecting the water lines MUST be de-chlorinated and directed to a municipal sewer manhole instead of "flushing" the chlorinated water onto the ground/paved surface. Advanced notification/approval must be exercised among the Contractor, Henderson State University regarding the satisfactory manner for disposing of super-chlorinated water

used for disinfection purposes.

END OF DOCUMENT

ATTACHMENT ‘C’ – OTHER REQUIRED CONTRACT DOCUMENTATION

1) Contract & Grant Disclosure & Certification Form
2) Minority Business Policy
3) Illegal Immigrant Certification
4) EO Policy
5) Israel Boycott Restriction Confirmation
6) Vendor Information Request Form
7) W-9 Request for Taxpayer Identification Number and Certification Form

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: ☐ **Yes** ☐ **No** **SUBCONTRACTOR NAME:**

TAXPAYER ID NAME: IS THIS FOR: ☐ **Goods?** ☐ **Services?** ☐ **Both?**

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

ADDRESS:

CITY: **STATE:** **ZIP CODE:** **COUNTRY:**

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

FOR INDIVIDUALS*

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

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

☐ **None of the above applies**

FOR AN ENTITY (BUSINESS)*

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

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

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

Signature_____Title_____Date_____

Vendor Contact Person_____Title_____Phone No._____

Agency use only

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Vendor Information Request Form

The information requested is necessary not only to maintain an accurate vendor file, but also to comply with the Internal Revenue Service Regulations. Federal law stipulates that each payee furnish an accurate Federal Tax Identification Number to the payer.

Please complete the appropriate fields below:

Business/Individual Name: _____

Contact Name: First: _____ **Middle:** _____ **Last:** _____

Phone Number: _____

Email Address: _____

Select the appropriate category for tax purposes:

- ☐ US Citizen
- ☐ Legal Permanent
- ☐ Resident (Green Card)
- ☐ Nonresident Alien
- ☐ US Entity
- ☐ Foreign Entity

Order Address:

Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Nation: _____

Payment Address:

Address: _____ County: _____

City: _____ State: _____ Zip Code: _____

Nation: _____

Important: In order to expedite any current or future order, please email the required forms.
W-9 (US Citizen, LPR) and EEO Policy
W-8BEN (Foreign Individuals)
W-8BENE (Foreign Entities)
EEO Policy

***ATTACH EEO POLICY. IF THE COMPANY HAS NO EEO POLICY, MAKE NOTE OF THAT BY EMAIL.

Vendor Name:_____

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS
Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction**: A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at $25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with,illegal immigrants. See Arkansas Code Annotated § 19-60-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at $75,000 or greater. A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms,or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102**.**

4. **Scrutinized Company Restriction:** Required with bid or proposal submission. A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

5. **Attach the EEO policy:** If the company does not have an EEO policy, email and include the company name and state that there is no EEO policy on file.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, the Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

_____ _____
Vendor Signature **Date**