



STATE OF ARKANSAS
Request For Quotation / RFQ

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Vendor No. 100000000
Contact
Your reference

THIS IS NOT AN ORDER

RFQ Number 6000006093
Date 01/15/2008
Req.Tracking No. SP-08-0205
Contact Lee Costley
Telephone 501-324-9318
Fax 501-324-9311
Quote due on 01/31/2008

Send Quotation To:

OFFICE OF STATE PROCUREMENT
1509 W. 7TH Street, 3rd Floor
LITTLE ROCK, AR 72201-4222

Ship To:

AR LAW ENFORCEMENT TRAINING ACAD.
HUSSEY ROAD
CAMDEN AR 71701

BID NUMBER: SP-08-0205
COMMODITY: MODULAR CLASSROOM
CONTRACT TYPE: FIRM (PO)

BID OPENING DATE: THURSDAY, JANUARY 31, 2008
BID OPENING TIME: 1:00 PM CENTRAL TIME

THIS IS A FORMAL SEALED BID BID MAY NOT BE FAXED

BIDS WILL BE ACCEPTED BY THE OFFICE OF STATE PROCUREMENT UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE, HOUR OF BID OPENING AND THE BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

COMPANY NAME _____

CONTACT NAME/TITLE _____

ADDRESS _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

FED. I. D. OR SOC. SEC. NO. _____

Vendor Quote Information submitted by:

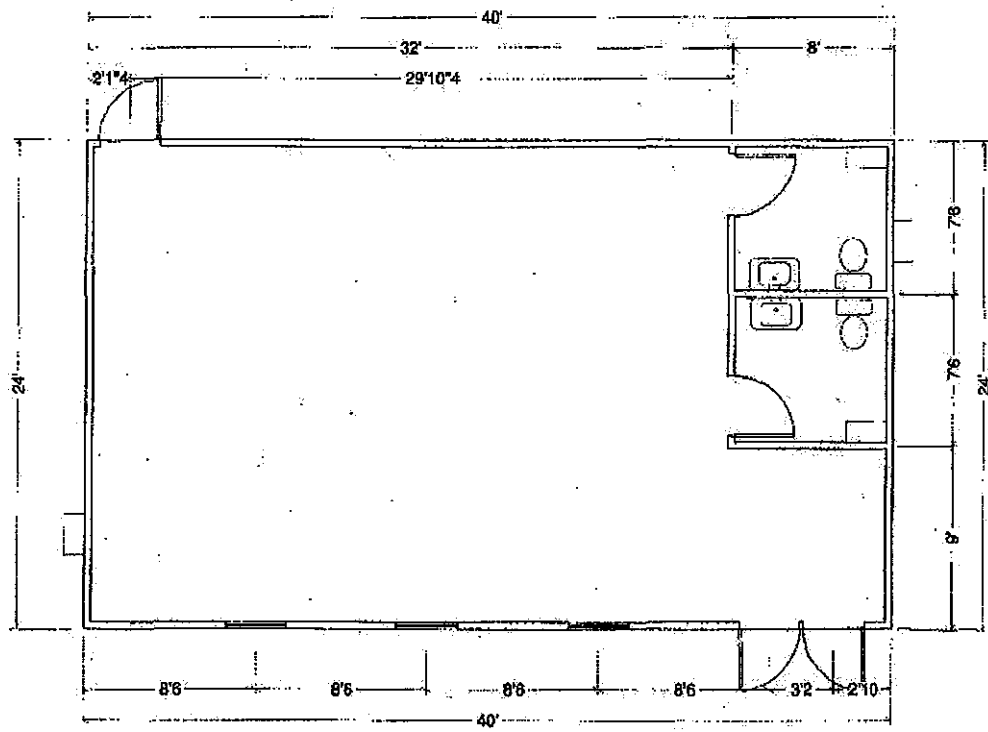
Printed Name _____

Signature _____

Date _____

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.
Commission on Law Enforcement Standards and

(24'0" x 40'0" Box Size)



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.

SOCIAL SECURITY NUMBER: _____ OR _____ SUBCONTRACTOR NAME: _____

FEDERAL ID NUMBER: _____

TAXPAYER ID #: _____ IS THIS FOR: ☐ Goods? ☐ Services? ☐ Both? ☐ Yes ☐ No

TAXPAYER ID NAME: _____

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 (v)		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	
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 (v)		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 position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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. _____

Contact
Contract
or Grant No. _____



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MAILING ADDRESS:

Office of State Procurement
1509 W. 7TH Street, 3rd Floor
Little Rock, AR 72201-4222

BID OPENING LOCATION:

Office of State Procurement
1509 W. 7TH Street, 3rd Floor
Little Rock, AR 72201-4222

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, FedEx, DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address. "

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

MINORITY BUSINESS POLICY: Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority owned businesses as subcontractors "may explain the



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circumstances preventing minority inclusion."

ALTERATION OF ORIGINAL RFQ/RFP DOCUMENTS: The original written or electronic language of the RFQ/RFP shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original documents written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offerors/Contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offerors response may be declared as non-responsible and the response shall not be considered.

CURRENCY: All bid and proposal pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language.

ADDENDUMS: Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

ANTICIPATION OF AWARD:

After complete evaluation of the bid or proposal, the anticipated award will be posted on the OSP website http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/dfa/procurement/pro_intent.php

DELIVERY: FOB DESTINATION



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The agency requests delivery within 30 days after receipt of the order. If this delivery date cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ days after receipt of order.

AGENCY CONTACT: Donna Horton or Fred Starnes: 870-574-1810

AWARD: This Request for Written Quotation shall be awarded to the lowest responsible, responsive bidder based on All or None Grand Total of all items.

SPECIFICATIONS:

Frames:

2 ea Outrigger frame
2 ea 6000# Brake Axles w/12 ply tires
1 6000# Tag Axle w/12 ply tires
2 ea Detachable Hitch
Jr. I Beam Depth 10", Crossmembers @ 48" O.C., 96" O.C. Outriggers

Floor:

2"x6" on 16" center - Dbl Rim Jst.
1 Layer 3/4" decking T&G
commercial grade 25 mil. wear layer rolled vinyl floor covering

Exterior Wall Construction:

8'ht. 2"x4" on 16" center
double top & single bottom plates
1/2" OSB Wall Sheathing
15# Felt
Hi-Rib Steel 26g Siding and Trim

Interior Wall Construction:

8'ht. 2"x4" on 16" center - bathroom walls
Dbl. Top and Single Bottom plates - bathroom walls
1/2" Vinyl Covering Gyp - wall covering (classroom)
Interior Sheathing 4ft up 2 sides - washable surface - bathroom

Interior Doors:

2 32"x6'8" Doors - Rest Rooms
2 Privacy Hardware locks
4" Vinyl Base Trim



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Roof:

2" x 6" joist @ 24" centers
Gable Roof and Attic Venting
2'x4' Suspended Ceiling
29Ga HiRib Galvalume Roof Covering
7/16" OSB Decking

Insulation:

Floor: R-11 Unfaced
Wall: R-11 Faced
Roof: R-19 Unfaced

Plumbing:

30 gal. electric water heater
2 elongated/tank toilets
2 wall hung lavatories
2 TP Holders
2 Framed Mirrors for bathrooms

Electrical:

2 100a.Sgl.Ph
9 4'T8 Recessed lighting
Recessed/ Layin (Diffused)
1 Photo Cell
1 Porch light
1 W.P. Exterior GFI
13 120V Recept.
1 Emergency / Exit w/ Battery
4 Switches
2 70 cfm fan/light - each bathroom
1 Exit Light

Heat & Air:

2 - 2 Ton AC w/ Electric Heat w/ 10 KW strips
2 programmable Thermostats
8 Supply Grilles
3 Return Grilles

Furniture:

1 4'x4' cork board
2 8'x4' marker board



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Exterior Items:

3 Windows: 46"x27" Insulated Windows with trim
1 Exterior Door: 72x80 Dbl Steel door w/panic - hardware w/ hyd closer
1 36x80 steel craft door w/ panic hardware w/ hyd closer
48 x 96 skirting for building
(See attached drawing for specific locations)

Codes:

IBC Codes
Business Occupancy
90 mph Wind Load

INCLUDED SERVICES:

1. FOB Delivery to East Camden, Ar.
2. Building installation: pad/block, seam, weatherize, and anchor.
3. Skirt the building with siding material-Install skirt vents.

FLOOR PLAN: See attached drawing for floor plan.

PLANS AND SPECIFICATIONS: Successful bidder must submit a copy of plans and specifications for agency approval prior to award.

ARKANSAS CONTRACTOR LICENSE:

Successful Vendor must hold a current and valid Arkansas Contractor License.

Item	Material/Description	RFQ Qty	UM	Unit Price	Amount
0010	10120073 BUILDING,METAL,PRE-ENGINEERED Requisition #: 1000394708 24' X 40'MODULAR CLASSROOM MFG/MODEL BID: _____	1	each	\$ _____	\$ _____
Total \$					



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RFQ/RFP STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product



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offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

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

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.



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13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical



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information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

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

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a



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person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

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

28. DISCLOSURE: 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.