

ADDENDUM NO. 2
MANUFACTURING BUILDING INDUSTRY
TECHNOLOGY RENOVATION
SOUTHERN ARKANSAS UNIVERSITY TECH
CAMDEN, ARKANSAS
Project No. 25060

October 29, 2025

Lewis, Elliott, McMorran, Vaden,
Ragsdale & Woodward, Inc.
11225 Huron Lane, Suite 104
Little Rock, AR 72211
Telephone: (501) 223-9302

The proposed Contract Documents, dated October 23, 2025, have been modified as follows:

Pertaining to the Specifications:

Item #1: IFB-Manufacturing Building Industry Technology Renovation-HIRED GRANT (Revised):
Attached.

END OF ADDENDUM NO. 2



SOUTHERN ARKANSAS UNIVERSITY TECH

PROCUREMENT OFFICE

P.O. BOX 3499

Camden, Arkansas 71711

INVITATION FOR BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SAUT/25-26/04	Solicitation Issued:	October 29, 2025
Description:	Manufacturing Building Industry Technology Renovation		
Division/Agency:	Southern Arkansas University Tech		

BID DUE DATE			
Bid Response Due Date:	November 13, 2025	Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be delivered to the SAU Tech on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	Southern Arkansas University Tech Procurement Office Manning Hall, Room 110 6251 Hussey Road Camden, Arkansas 71701 Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Emailed and faxed responses to this bid will not be accepted.
Bid's Outer Packaging	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. • Solicitation number • Date and time of bid opening • Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Keisha Robinson	Buyer's Direct Phone Number:	870-574-4515
Email Address:	krobinso@sautech.edu	Department's Main Number:	870-574-4515
Department Website:	https://www.sautech.edu/rocket-success-center/invitation-to-bid		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by Southern Arkansas University Tech (SAU Tech), by the Purchasing Department to obtain pricing for Manufacturing Building Industry Technology Renovation

Direct all questions, comments, or concerns to Keisha Robinson, SAU Tech, Telephone 870-574-4515, or e-mail krobinso@sautech.edu and Bethany Allen, Lewis Architects Engineers, Telephone 501-223-9302, or email ballen@lemvrw.com

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a [single Contractor](#) (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is [December 01, 2025](#), except that the actual contract start date may be adjusted unilaterally by SAU Tech for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for [nine \(9\) months](#). Upon mutual agreement by the Contractor and Department, the contract may be renewed by SAU Tech for up to [three \(3\) additional month](#) terms or portions thereof, not to exceed a total aggregate contract term of one (1) year.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. “State” means SAU Tech of Arkansas. When the term “State” is used herein to reference any obligation of SAU Tech under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.
- H. “SAU Tech” stands for Southern Arkansas University Tech.

1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the [Total Annual Cost/Estimated Total Cost, etc.](#) of the [Official Bid Price Sheet](#) submitted by the Prospective Contractor.
- B. SAU Tech reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the solicitation). When it is determined by SAU Tech that pricing is potentially unrealistic or unreasonable, SAU Tech may request an offeror to clarify elements of

pricing, and the offeror may be removed from consideration for a solicitation, at the sole discretion of SAU Tech.

- C. If SAU Tech so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
 - 1. All bids received from responsive and responsible bidders exceed available funding; or
 - 2. It appears that additional savings to SAU Tech may result from negotiation.
- D. If negotiations fail to result in a contract, SAU Tech may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
 - 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time SAU Tech determines negotiations are no longer in the best interest of SAU Tech.
 - 2. Negotiations are conducted at the sole discretion of SAU Tech.
- E. Once the anticipated awardee has been determined, the anticipated award will be posted to [the Solicitation posting website at https://www.sautech.edu/rocket-success-center/invitation-to-bid](https://www.sautech.edu/rocket-success-center/invitation-to-bid) , generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- F. A contract is not effective prior to final award being made by SAU Tech; some contracts may be subject to Legislative review prior to final award.

1.5 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email Keisha Robinson at krobinso@sautech.edu and Bethany Allen at ballen@lemvrw.com by midnight, Central Time on or before Thursday, November 6, 2025.
 - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 - 2. Prospective Contractors' written questions will be consolidated and answered by SAU Tech as deemed appropriate. SAU Tech's consolidated written response is anticipated to be [posted to the Solicitation posting website at https://www.sautech.edu/rocket-success-center/invitation-to-bid](https://www.sautech.edu/rocket-success-center/invitation-to-bid) by the close of business on [Monday, November 10, 2025](#). If Prospective Contractor questions are unclear or non-substantive in nature, SAU Tech may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.

1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed *Bid Signature Page*; signature may be ink or digital.
 - b. Completed *Bid Response Packet*, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
 - SAU Tech may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
 - iv. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - v. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
 - d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [SRV-1](#) or [Standard Commodities Contract](#), section 14)
 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#) or [Standard Commodities Contract](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by SAU Tech.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.

- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 SPECIFICATIONS – Included

2.2 GENERAL REQUIREMENTS- Not required

2.3 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. SAU Tech may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. [Table A: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. SAU Tech has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, SAU Tech has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Completion	<i>Completes renovation activities by the agreed-upon completion date.</i>	<i>\$500 for each calendar day beyond the agreed completion date of the renovation. Contractor will credit damages applied to the submitted monthly invoice.</i>
Final Documentation	<i>Provide all close-out documents and warranties at completion</i>	<i>Final payment will be withheld until all required close-out documents and warranties are submitted.</i>

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with SAU Tech may be used to determine if the Prospective Contractor is responsible (19-CAR § 1-401).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to SAU Tech for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
 - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
 - 3. SAU Tech will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).

- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with SAU Tech or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- E. The Contractor **shall** invoice SAU Tech as required by the Department and should not invoice SAU Tech in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
 - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- F. The Contractor should be able to accept SAU Tech's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against SAU Tech when accepting the p-card as a form of payment.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).
 - 1. The contract template is attached to the Solicitation as a sample for your information only.
 - 2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by SAU Tech during negotiations.
- J. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of SAU Tech that apply to the Contractor's performance under a resulting contract.

3.3. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of SAU Tech and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in SAU Tech competitive sealed bidding, SAU Tech may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.

- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If SAU Tech deems redacted information to be subject to a public record request under FOIA, SAU Tech will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. SAU Tech has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.