



**THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
INVITATION FOR BIDS 742-18-111**

IF NOT BIDDING
DO NOT RETURN THIS FORM.
BIDDER AGREES TO COMPLY WITH

BID OPENING ▶ July 11, 2017 @ 10:00 a.m.

REQUISITION NO. ▶

PAGE 1 of 7

AGENCY TO INVOICE
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN 4901 EAST UNIVERSITY BLVD ODESSA, TEXAS 79762 ATTN: ACCOUNTS PAYABLE DEPARTMENT
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
The University of Texas of the Permian Basin 4901 E. University Blvd. Odessa, Texas 79762 Attn: Central Receiving

τ FAILURE TO SIGN WILL DISQUALIFY BIDτ

_____ DATE
AUTHORIZED SIGNATURE

***By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule 113.2 (68).**

DELIVERY IN ___ DAYS, CASH DISCOUNT ___% ___ DAYS

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
4901 E. UNIVERSITY, ODESSA, TEXAS 79762
OR HAND DELIVER TO: ROOM 4270, 4TH FLOOR
MESA BLDG. (8A.M.-12P.M. AND 1P.M.-5P.M.)
OR OVERNIGHT/EXPRESS MAIL TO:
4901 E. UNIVERISTY, ROOM 4270
ODESSA, TEXAS 79762

FAX NUMBER FOR **BIDS & ADDENDUMS** ONLY:
432-552-3790

τ VENDOR ADDRESS AND IDENTIFICATION NUMBER τ

Vendor ID # _____

THE ID NUMBER IS THE PAYEE IDENTIFICATION NUMBER ASSIGNED AND USED BY THE COMPTROLLER OF PUBLIC ACCOUNTS OF TEXAS TO PROCESS PAYMENT FOR GOODS/SERVICES. ENTER THIS NUMBER IN THE SPACE PROVIDED ABOVE IF NUMBER IS NOT PREPRINTED. IF THIS NUMBER IS NOT KNOWN, PLEASE VISIT <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf> TO SET UP A TEXAS IDENTIFICATION NUMBER.

PLEASE ALSO ENTER YOUR FEDERAL EMPLOYERS IDENTIFICATION NUMBER:

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11:

In an effort to minimize identity theft, every company **MUST** have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

PREFERENCES

In case of tie bids, one or more preferences described in TAC Rule 113.8 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

Check below to claim a preference under TAC Rule 113.8

- () Supplies, materials or equipment produced in TX/offered by TX bidder*
- () Agricultural products produced or grown in TX
- () Agricultural products and services offered by TX bidders*
- () USA produced supplies, materials or equipment
- () Products of persons with mental or physical disabilities
- () Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- () Energy Efficient Products
- () Rubberized asphalt paving material
- () Recycled motor oil and lubricants
- () Products produced at facilities located on formerly contaminated property
- () Products and services from economically depressed or blighted areas
- () Vendors that meet or exceed air quality standards

TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

<p>1. BIDDING REQUIREMENTS:</p> <p>1.1. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.</p> <p>1.2. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.</p> <p>1.3. Bids must be time stamped at The University of Texas of the Permian Basin (UTPB) on or before the hour and date specified for the bid opening.</p> <p>1.4. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.</p> <p>1.5. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.</p> <p>1.6. Bid prices are requested to be firm for UTPB acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.</p> <p>1.7. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.</p>	<p>1.8. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TBPC based on an acceptable written reason.</p> <p>1.9. Purchases made for University use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.</p> <p>1.10. AWARD NOTICE: The University reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the University and to reject any and all bid items at the sole discretion of the University. The University also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the University. Any contract may also be extended up to three months at the sole discretion of the University.</p> <p>1.11. Consistent and continued tie bidding could cause rejection of bids by the UTPB and/or investigation for antitrust violations.</p> <p>1.12. The telephone number for FAX submission of bids is 1-432-552-3790. This is the only number that will be used for the receipt of bids. The University shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.</p> <p>1.13. Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.</p>	<p>2. SPECIFICATION:</p> <p>2.1. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.</p> <p>2.2. Unless otherwise specified, items shall be new and unused and of current production.</p> <p>2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.</p> <p>2.4. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.</p> <p>2.5. The University will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).</p> <p>2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.</p> <p>3. TIE BIDS: Awards will be made in accordance with TAC Rule 113.6 (b) (3) and 113.8 (Preferences).</p>
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<p>4. DELIVERY:</p> <p>4.1. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.</p> <p>4.2. If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.</p> <p>4.3. No substitutions permitted without written approval of UTPB.</p> <p>4.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.</p> <p>5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the University. Authorized UTPB personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the University's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.</p> <p>6. AWARD OF CONTRACT: A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the</p>	<p>State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Ector County, Texas.</p> <p>7. PAYMENT: Vendor shall submit 2 copies of an itemized invoice showing University order number and agency requisition number on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.</p> <p>8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the University from claims involving infringement of patents or copyrights.</p> <p>9. VENDOR ASSIGNMENTS: Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).</p> <p>10. BIDDER AFFIRMATION: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:</p> <p>a. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.</p> <p>b. Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.</p>	<p>c. Pursuant to Section 2155.004, Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.</p> <p>d. Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.</p> <p>e. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.</p> <p>f. The Contractor shall defend, indemnify, and hold harmless the State of Texas, The University of Texas of the Permian Basin, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.</p> <p>g. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.</p> <p>h. Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:</p> <p>Name of Former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of Separation from State Agency: _____</p> <p>Position with Bidder: _____</p> <p>Date of Employment with Bidder: _____</p> <p>i. Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.</p>
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<p>j. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.</p> <p>k. The University of Texas of the Permian Basin is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.</p> <p>l. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.</p>	<p>11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>12. NOTE TO BIDDER: Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.</p> <p>13. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the University and the contractor to attempt to resolve all disputes arising under this contract.</p> <p>14. NON-APPROPRIATION OF FUNDS: The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the University will have no further obligation to make any payments.</p> <p>15. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the respondent.</p>	<p>16. TECHNOLOGY ACCESS CLAUSE: The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:</p> <ul style="list-style-type: none"> a) Providing equivalent access for effective use by both visual and non visual means; b) Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and c) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. <p>For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.</p> <p>16.1. "Exemption Declaration: Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."</p>
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INVITATION FOR BIDS
 RETURN SEALED BIDS TO:
The University of Texas of the Permian Basin
 4901 E. University Blvd.
 Odessa, Texas 79762
 ATTN: Purchasing Department

BID OPENING ▶ JULY 11, 2017 @ 10:00 am

REQUISITION NO. ▶
 PAGE OF

VENDOR
VENDOR ID # (VENDOR NAME)

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
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This bid is being offered under the Texas Education Code 51.9335.

CRITERIA: RESPONDENT’S PRICING AND DELIVERY PROPOSAL

Complete the “Respondent’s Pricing and Delivery Proposal” included with the Bidding Documents.

To better serve our Students and Guests, the University is updating the information center located in the main lobby on the first floor.

Contingency Allowance: the Contractor shall include the sum of \$7,500 for use upon the Owner’s instructions, balance to be returned to the owner by deductive change order at the time of final pay request.

Demolition:

Scope: Contractor to provide and maintain Materials to protect existing finishes in surrounding areas that are not scheduled for demolition, including the main lobby and pathways to and from the contractors trash/debris bin. No trash/debris and/or materials, shall be allowed to accumulate in these areas. Contractor is to keep the project site and surrounding areas clean at all times. The contractor shall remove from the site all trash/construction debris and legally dispose of it. Carefully remove walls, floor covering and existing millwork as called for on in the drawings. Carefully remove the doors and frames for reuse. Remove toilet fixtures and toilet accessories. Repair all damage to walls, floors, and fur-downs due to the removal of items to be removed. Remove all existing ceiling mounted light fixtures. All items removed that can possibly be re-used at a later date shall remain property of the University, and shall be delivered to the University’s Physical Plant’s warehouse on campus by the contractor.

Build Back:

Scope: Lay-out and erect walls, install new wood doors and hollow metal door frames as indicated. Repair any and all damaged walls, texture all walls new and existing, and paint all walls with one coat of primer and two finish coats. Install new 2’ X 2’ ceiling grid and ceiling tile. Install new 2’X4’ LED lay-in light fixtures. Install new carpet in main information center space and in the storage room. Install new granite counter top at the information window. Reinstall the overhead door at the information window on the interior side of the space. Install new red oak paneling around the information window, pattern and stain to match the existing wall.

9-Drywall:

All metal studs and metal track, are to be galvanized 20 gage, 3 5/8”, and frame walls to 6” above ceiling height, brace to structure.

Gypsum Material:

All gypsum board is to be fire shield type X, 5/8” thick X 4’ wide and longest permissible length with factory cut ends and tapered edges.

Wall Framing and Drywall:

Frame walls by attaching bottom framing track to concrete floor using power driven fasteners (Hilti) or drive pin anchors on not less than 24 o/c. Frame walls to 6" above the existing ceiling height. Frame walls with metal studs at not less than 16" on center. Attach double stud at each side of door frame. Attach all studs with at least one framing screw at all four connection points. Attach drywall panels to studs using not less than 1 1/4" regular drywall screws, @ 6" on centers on edges and not less than 12" on center in the fields. Fill and sand joints and screw depressions with joint compound, sand and prepare as necessary to receive texture and paint. Texture and paint new and existing walls.

Only after approval of texture, apply one coat of wall primer and two coats of wall paint. Paint door frame with one coat of primer and two finish coats.

All work is to be done with the highest quality, any questionable work shall be rejected, and repaired or replaced with no additional cost to the owner.

Paint:

Sherwin Williams, Kelly Moore or approved equal, wall primer and wall paint, colors to be selected by the owner from a color fan provided by the contractor. All interior surfaces shall be painted, new and existing with two top coats and one primer coat. All paints to have a low Odor/VOC. Paint metal door and door frames with two top coats and one finish coat of MPI Interior Light Industrial Coating, water base paint, and use primer as recommended by the manufacture of the top coats.

Carpet:

Manufactures: Mohawk, Bigelow McCormick II or approved equal, color and pattern to be selected by the Owner. Contractor to provide two 12" X 12" samples of the carpet selected by the owner.

Carpet shall be installed as per the manufacture written instructions.

Preparation: Concrete sub-floor shall be clean and free of defects. Upon completion of removal of existing floor covering, contractor to completely clean concrete sub-floor, removing any and all coatings and adhesives left from the removal of the old floor covering.

Contractor shall fill holes, depressions and cracks in the concrete sub-floor using a floor patching/leveling compound as recommended by the carpet adhesive manufacturer. Fill all holes, cracks and depressions with manufacturer's recommended product, trowel smooth, and remove any bumps, ridges and trowel marks. Upon completing of the floor prep work and just before installation of new carpet, Sweep and vacuum the concrete sub floor.

Installation: Double cut carpet seams to ensure accurate pattern match, cuts shall be made using a steel straight edge. Cuts shall be true and unframed, patterns shall match with no open joints. Contractor shall apply seam adhesive to the base of eth edge glued down, lay the adjoining piece with seams straight, no peaks, do not overlap, and no gaps. Roll with 100 lb. steel roller to complete adhesive contact to carpet backing.

Carpet shall be trimmed neatly at all walls, columns and around all protrusions/interruptions. Install rubber transition strips at conditions where carpet transitions to other types of floor covering, VCT, Terrazzo, Concrete.

Cleaning: Contractor shall vacuum the newly install carpet, carefully inspect and clean/remove any stains from. Remove any and all carpet adhesive from any surface not to receive carpet, walls and other floor coverings. Repair any damages to surfaces as a result of the removal of the carpet adhesive.

Resilient Base:

Manufactures; Roppe or approve equal.

Installation: Ensure that the walls to receive resilient base are flat, remove all imperfections before installing base. Do not install base unless the room temperature is between 60 and 80 degrees. Base and adhesive materials shall be stored in the area to be installed for not less than 48 hours to allow materials to acclimate. Install wall base in the longest possible lengths, Roll base, not 48" lengths. Fit joints tight, no gaps. Miter inside corners, fit base into the corners tightly with no gaps, at outside corners, use pre molded outside corners. Fit base tightly at door frames cabinets and other interruptions. Clean base as per manufactures written instructions, remove all access adhesive from walls and floor coverings and any other surfaces, repair any damages due to install of the resilient base.

Wood doors and Hollow Metal Frames:

Wood Doors: Provide and install new pr. 3'0" X 7'0" X 1 3/4" paint grade birch doors, 3'0" X 9'0" red oak, ruff cut, finish to match existing panel wall.

Hollow Metal Door Frames: Provide one new 6' 0" X 7' 0" hollow metal frame by, Steel craft, Southwestern Hollow Metal, Gateway Metal Products, or other approved vendor. Frame is to be prepped pr. of 3'0" X 7'0" wood doors.

Door Hardware:

Doors to have 3 PRs. Of 4 1/2" X 4 1/2" butts, by Stanley Inc., McKenny or approved equal. Reuse lockset from existing door to be removed.

Electrical:

Site inspection:

The drawing do not exactly indicate or include the existing electrical systems, site visits are encouraged as no extra moneys will paid for extra work not shown on the drawings when the contractor had the opportunity to inspect the site.

The contractor shall work with the General Contractor, keep himself in close schedule his portion at the appropriate time so not to hole up the completion date.

Materials:

All conductors shall be copper, and minimum wire size is #12.

Outlets and switches to be rated for 20 amps. Light in storage area shall be switched within the storage area.

All 120 volt & + shall be in metal conduit (EMT), no more than 3 conductors per conduit, minimum conduit size is 3/4". No more than 3, 90* bends per any conduit run. Conduit connectors shall be set screw or compression type. Conceal metal conduits in walls and ceilings, any exposed raceways shall be Panduit and approved by the owner.

Outlet covers, switch covers are to match existing in use within the building.

Surface mounted raceways may be used with approval of the owner, (Panduit Corp. product only)

Light fixtures shall be 2' X 4" lay-in LED, 120/277 Recessed Metalux 2GRR-LD1-64-A125-UNV-L835-CD1-PAF.

Support all light fixture with-in 6 inches of each corner of fixture, use not less than # 12 galvanized hanger wires.

Mechanical:

Mechanical: Site inspection:

The drawings do not include the existing Mechanical systems, site visits are encouraged as no extra moneys will paid for extra work not shown on the drawings when the contractor had the opportunity to inspect the site.

Scheduling:

The contractor shall work with the General Contractor, keep himself in close contact with the General Contractor as to the progress of the project and schedule his portion at the appropriate time so not to hole up the completion date.

Codes/Quality Control:

All Mechanical work to be done in accordance with the latest NEC, and NFPA requirements as well as State and City codes. No work shall be covered up until inspected by the University's representative. Any questionable work shall be adjusted, repaired or replaced at the request of the owner and at no additional cost to the owner.

The contractor shall visit the site to familiarize himself with the condition of the existing system to be altered. The drawings do not show details, for ducts or diffusers, the Contractor shall carefully layout his work to conform to existing conditions and the ceiling/lighting layout.

Minor adjustments shall be made to the diffuser locations to ensure all new areas have adequate supply and return. Extend metal ducts as necessary to within 6 feet of diffuser locations, flex ducts shall not run longer than 6 feet, coordinate with lighting layout. Metal duct extensions shall be insulated. Reuse existing diffusers, the Contractor shall furnish the remainder diffusers to complete the project (match existing).

Submittals:

Contractor to furnish product data on all products to be used on this project.

Granite Countertops:

Scope:

Furnish and install one piece, grade 3, granite counter top with under counter supports.

Granite shall be obtained from quarries having adequate capacity and facilities to meet the specified requirements. Fabrication shall be by a firm equipped to process the materials promptly in accordance with the specifications. Evidence to this effect shall be provided by the supplier if required by the Owner.

Samples: Provide samples of granite to the Owner through the General Contractor. Provide one set of three samples. Samples shall show anticipated range of color, natural variations of grain structure, inclusions and any other visual characteristics to be expected in the final installation. The owner approved sample shall establish the standard by which stonework will be judged.

Shop Drawings: The Contractor shall submit to the Owner for approval. These drawing shall show all bedding, bonding, jointing and anchor details, and the dimensions of each piece of granite. No final sixing or finishing shall be done until the shop drawings for that part of the work have been approved. The Contractor is responsible to verify all dimensions.

Defective Work: Any Piece of granite showing manufacturing flaws upon receipt at the storage yard or building site shall be referred to the Owner for determination as to whether it shall be rejected, patch, or redresses for use.

Materials: All granite shall be of standard architectural grade, free of cracks, seams, or starts, which may impair its structural integrity of function. Color or other visual characteristics indigenous to the particular material and adequately demonstrated in the sampling or mock-up phases will be accepted provided they do not compromise the structural or durability capabilities of the material. Texture and finish shall be within the range of samples approved by the Owner.

Installation: Protect all surrounding finishes from damage due to installation of the granite counter top, repair/replace at no cost to the Owner all damages to other surfaces due to the install of the granite counter top. Proceed with the installation of the granite counter top in accordance with the drawings and using skilled mechanics capable of proper handling of the setting of the granite counter top and able to field cut where necessary with sharp and true edges. Set Granite with joints uniform in appearance and stone edges aligned to tolerance indicated. Clean surfaces that are dirty or stained. Scrub with fiber brushes, and then rinse with clear water. Provide expansion, control and pressure-relieving joints of widths and at locations shown on the drawings. Use best quality adhesive to set stone, follow written adhesive manufactures instructions for adhering granite.

Cleaning: Granite shall be shop cleaned at the time of final fabrication. After installation and pointing or caulking are completed, the contractor shall carefully clean the granite, removing all dirt, excess mortar, weld splatter, stains and/or other site incident defacements. Stainless steel brushes or steel wool may be used, but the use of wire brushes or acid or other solutions which may cause discoloration is expressly prohibited. Fabricator should be contacted before cleaners other than detergents are used.

Protection of finished work: After the granite work is completed, the granite shall be properly and adequately protected from damage. Boxing or other suitable protection shall be provided wherever required, but no lumber which may stain or deface the granite shall be used. All nails shall be non-corrosive. All granite work in progress shall be protected at all times during construction by use of a suitable strong impervious film of fabric securely held in place.

Project closeout:

Included in the project closeout the contractor shall provide the owner with a binder with the following, but not limited too; equipment maintenance manuals, list of spare parts, special tools, and attic stock. The contractor shall also provide the Owner a letter, on the contractor's letterhead certifying that no product used on the project contains asbestos.

Warranty:

Contractor is to furnish to the University a written one year unlimited and unconditional warranty, to cover materials and workmanship. The warranty period is to start on the day of final acceptance from the University.

Record Drawings:

The contractor shall produce an accurate set of record drawings at the time of final completion. The contractor shall furnish on their letterhead a certification that no materials containing Asbestos were used on this project.

Attic stock: Contractor is to furnish to the Owner the following items:

1, unopened gallon of each color of paint.

1, unopened carton of ceiling tile.

1, piece of carpet 10' long by 12' wide.

Safety:

The contractor shall have at a minimum of one person designated as a safety person, this person shall hold a current certificate from The American Red Cross in First Aid and CPR. The Safety Person shall also hold in his possession a working cell phone in case of an emergency. All workers are required to wear the proper personal protection gear, to include but not limited to, proper foot wear, safety glasses, head gear, gloves, etc. All work is to be done safely and

all work activities shall comply with the latest OSHA rules and regulations. Unsafe work conditions shall be corrected immediately before the next activity commences, unsafe workers can be removed from the campus.

No workers are to come into contact in any way with the Students, Faculty or Staff. Any workers making gestures, obscene or otherwise, cat calls, or any contact with Students, Faculty or Staff will be removed from the campus.

The University is also a Tobacco Free Campus, No Smoke of smokeless Tobacco materials are to be used on campus including the "E-Cigarettes".

EVALUATION OF PROPOSALS:

The evaluation of the Proposals shall be based on the requirements described in this IFB Approximately sixty (60%) of the evaluation will be based on the Respondent's Pricing and Delivery Proposal; the remaining evaluation will be based on the Respondent's qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

LIQUIDATED DAMAGES:

For each consecutive calendar day after the expiration of the substantial completion period set forth that any incomplete Work prevents or impairs the Owner's ability to operate and use the Project for its intended purposes, including the correction of deficiencies found during the final testing and inspection, the amount of Two hundred fifty dollars (\$250.00) will be deducted from the money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing the Agreement of the damages that the Owner will sustain for late completion

Questions:

Please address all questions to the UTPB Director of Purchasing, Mrs. Ynes Alderson, via email @ Alderson_Y@utpb.edu

Contacts:

Ynes Alderson, Director of purchasing: 423-552-2795

Jay Haney, Director, Physical Plant: office-432-553-2763, Cell 432-413-084

Walk-Thru

Please contact Jay Haney to make an appointment to see the area