

STATE OF ARKANSAS  
Arkansas Economic Development Commission  
900 West Capitol Avenue, Suite 400, Little Rock, Arkansas 72201

**REQUEST FOR QUALIFICATIONS**

<b>RFQ Number:</b> AEDC-16-010	<b>Agency Buyer:</b> Tondra Thomas
<b>Commodity:</b> Various Training for Manufacturing Companies –Qualified Vendor List <b>Agency:</b> Arkansas Economic Development Commission	<b>Initial RFQ Opening Date:</b> December 4, 2015
<b>Date:</b> November 12, 2015	<b>Initial RFQ Opening Time:</b> 2:00 p.m. CDT

RFQ RESPONSES WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE RFQ RESPONSE ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION.

**Vendors are responsible for delivery of their RFQ documents to the Arkansas Economic Development Commission (AEDC). When appropriate, vendors should consult with delivery providers to determine whether the RFQ documents will be delivered to the AEDC office street address prior to the scheduled time for RFQ opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 900 West Capitol Avenue, Suite 400, Little Rock, AR 72201, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

<b>MAILING ADDRESS:</b> Arkansas Economic Development Commission 900 West Capitol Ave., Suite 400 Little Rock, AR 72201  <b>TELEPHONE NUMBER:</b> 501-682-5997	<b>RFQ OPENING LOCATION:</b> Arkansas Economic Development Commission 900 West Capitol Ave., Suite 400 Little Rock, AR 72201
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_  
**USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

Business Designation (check one): Individual ☐ Sole Proprietorship ☐ Public Service Corp ☐ Partnership ☐ Corporation ☐  
Nonprofit ☐

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by State agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Vendors unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American \_\_\_\_\_ Hispanic American \_\_\_\_\_ American Indian \_\_\_\_\_ Native American \_\_\_\_\_  
 Asian American \_\_\_\_\_ Pacific Islander \_\_\_\_\_ Service Disabled Veteran \_\_\_\_\_

AR Certification number \_\_\_\_\_

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’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.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation 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 for 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.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at:  
<https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **TECHNOLOGY ACCESS:** The Vendor shall at all times comply with the provisions of Arkansas Code Annotated § 25. 26. 201 et seq, which expresses the policy of the State of Arkansas to provide individuals who are blind or visually impaired with access to information technology purchased in whole or part with state funds. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to the State of Arkansas that the technology provided to the state 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:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this section, 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 which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance.

These specifications do not prohibit the purchase or use of an information technology product that does not meet these standards if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually.

- 5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: [www.dis.arkansas.gov/poli stan bestpract/policies.htm](http://www.dis.arkansas.gov/poli stan bestpract/policies.htm). Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.
- 6. ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Arkansas Economic Development Commission. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's 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 Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non- responsible" and the response shall not be considered.
- 7. REQUIREMENT OF AMENDMENT:** THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE ARKANSAS ECONOMIC DEVELOPMENT COMMISSION. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFQ opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
- 8. DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. RFQ documents received at the Arkansas Economic Development Commission after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
- 9. ADDITIONAL TERMS AND CONDITIONS:** The Arkansas Economic Development Commission objects to, and shall not consider, any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his bid, a vendor 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 RFQ.

- 10. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 11. VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
- 12. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Vendors should complete the Disclosure Forms posted with this RFQ.
- 13. CURRENCY:** All proposal pricing must be United States dollars and cents.
- 14. LANGUAGE:** Proposals will only be accepted in the English language.

## **SECTION 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This Request for Qualification (RFQ) is issued by the Arkansas Economic Development Commission (AEDC) to establish a Qualified Vendor List (QVL) of training experts (3<sup>rd</sup> party providers) that can be called upon by Arkansas Economic Development-Arkansas Manufacturing Solutions (AEDC-AMS) to deliver the necessary expert services, knowledge, and training statewide to Arkansas companies as needed or requested.

### **1.2 ISSUING AGENCY**

This RFQ is issued by the Arkansas Economic Development Commission. The issuing office is the sole point of contact in the State for the selection process. If additional information is necessary to enable vendors to better interpret the information contained in the RFQ, **written** questions only will be accepted until the close of business on **November 20, 2015**. Submit questions to [TThomas@ArkansasEDC.com](mailto:TThomas@ArkansasEDC.com).

Vendor questions submitted in writing will be consolidated and responded to by the AEDC. The consolidated written State response is anticipated to be posted on the AEDC website at the OSP website at <http://www.arkansas.gov/dfa/procurement/bids/index.php> on or before the close of business on **November 25, 2015**.

### **1.3 CAUTION TO VENDORS**

- A. **During the time between the RFQ opening and contract award, any contact concerning this RFQ will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.**
- B. Vendor(s) **must** submit **one (1)** signed original RFQ response on or before the date specified on page one of this RFQ. The response **should** be signed in BLUE ink.
- C. The vendor(s) should submit **five (5)** complete copies (marked copy) of the signed **RFQ response and one (1) electronic version of the RFQ response, preferably in MS Word/Excel Format, on CD or flash drive.**
- D. Failure to submit the required number of copies with the RFQ response may be cause for rejection.
- E. If the Arkansas Economic Development Commission requests additional copies of the RFQ response, they **must** be delivered within twenty-four (24) hours of request.
- F. For a RFQ response to be considered, an official authorized to bind the vendor(s) to a resultant contract, **must** have signed the response.
- G. All official documents and correspondence **shall** be included as part of the resultant contract, if a contract is issued as a result of this RFQ.
- H. The State Procurement Official reserves the right to award a contract or reject a response for any or all line items of a response received as a result of this RFQ, if it is in the best interest of the State to do so.  
Responses will be rejected for one or more reasons not limited to the following:
  - 1. Failure of the vendor(s) to submit response(s) on or before the deadline established by the issuing office.
  - 2. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
  - 3. Failure to sign an Official RFQ Document.
  - 4. Any wording by the vendor(s) in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
  - 5. Failure of any proposed system/services to meet or exceed the specifications.

#### 1.4 RFQ FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFQ in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response **must** not constitute the entire response and vendor(s) **must** identify the specific page and paragraph being referenced.

#### 1.5 TYPE OF CONTRACT

In the event a contract is issued to the qualified vendor, the contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and AEDC, the contract may be renewed on a year-to-year basis, for up to (six (6) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

#### 1.6 RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and specified by the State of Arkansas Law. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

#### 1.7 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (RFQ) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (RFQ) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the vendor(s) to identify all proprietary information. **The vendor(s) must submit one complete copy of the RFQ proposal from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor(s) is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. **The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor(s). If you do not send a redacted copy, your entire proposal will be open to public inspection with the exception of financial data (other than pricing).** If the State of Arkansas deems redacted information to be subject to the FOIA, the vendor(s) will be contacted prior to sending out the information.

#### 1.8 RESERVATION

This RFQ does not commit the Arkansas Economic Development Commission to award a contract, to pay costs incurred in the preparation of a response to this RFQ, or to procure or contract for a system.

#### 1.9 CLARIFICATION OF RFQ AND QUESTIONS

If additional information is necessary to enable vendors to better interpret the information contained in the RFQ, only **written** questions will be accepted until the close of business on November 20, 2015. Submit questions to [TThomas@ArkansasEDC.com](mailto:TThomas@ArkansasEDC.com).

Only vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted on the OSP website at <http://www.arkansas.gov/dfa/procurement/bids/index.php> on or before the close of business on November 25, 2015. **The Arkansas Economic Development Commission will not respond to verbal questions.**

#### **1.10 ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

In addition to the written response, vendor may, at the discretion of the AEDC evaluation committee, make an oral presentation.

The RFQ evaluation committee chairperson will schedule the time and location for each demonstration or presentation. All presentations are subject to be recorded.

All expenses associated with the initial demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor.

#### **1.11 DEFINITION OF TERMS**

The Arkansas Economic Development Commission has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "bidder", "vendor", contractor, and "respondent" are used as synonyms in this document.

#### **1.12 PUBLICITY**

News releases, or any release of information in a public manner including but not limited to social media, pertaining to the RFP or the services, study, data or project to which it relates will not be made without prior written approval of the Agency, and then only in accordance with the explicit written instructions from Agency. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. No results of the program are to be released publicly without prior written approval from the Agency, and then only to designated persons.

#### **1.13 RFQ EVALUATION**

AEDC will evaluate all responses to ensure all RFQ evaluation criteria requirements are met. **(Pass/Fail)** Any resulting contracts will be issued after price negotiation has been completed and AEDC is satisfied that the needs of the agency and consumers will be fulfilled taking into consideration geographic areas and specific populations proposed to be served by the vendor.

This solicitation allows for resulting contracts to be issued to multiple vendors if in the best interest of the State.

#### **1.14 PRICING**

Pricing **shall not** be submitted with the RFQ response.

#### **1.15 NEGOTIATIONS**

As provided in this RFQ and under regulations, discussions may be conducted with responsible vendor(s) who submit proposal responses determined to be reasonably susceptible of being selected for the Qualified Vendor List for the purpose of obtaining clarification of RFQ proposal response.

**IN THE EVENT A CONTRACT IS AWARDED BASED ON THIS RFQ, THE FOLLOWING SHALL APPLY (1.15 – 1.24):**

**1.16 TERMS AND CONDITIONS OF PROPOSAL**

All invoices **shall** be forwarded to:

Audrey Carroll, AEDC-AMS  
Arkansas Economic Development Commission  
900 W. Capitol Ave., Suite 400  
Little Rock, AR 72201.

[ACarroll@ArkansasEDC.com](mailto:ACarroll@ArkansasEDC.com)

The Invoice, Invoice Remit, and Summary must be delivered at no cost to the State. Invoices should reflect services performed and expenses incurred during the period (e.g. billing would be less in months when services are scaled back due to unforeseen circumstances).

The contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

**1.17 PRIME CONTRACTOR RESPONSIBILITY**

Qualifying vendors will be required to assume prime contractor responsibility and will be the sole point of contact for any resulting contracts.

**If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, EIN (Employee Identification Number), contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their RFQ response.** The State reserves the right to refuse the choice of any particular sub-contractor that may be proposed.

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the AEDC.

The qualifying vendor **shall** give AEDC immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**1.18 CONTRACT INFORMATION**

A. The State of Arkansas may not contract with another party:

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.



3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas.
7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. Remove any language from its contract which grants to it any remedies other than:
  - a) The right to possession.
  - b) The right to accrued payments.
  - c) The right to expenses of de-installation.
  - d) The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e) The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - f) Include in its contract that the laws of the State of Arkansas govern the contract.
  - g) Acknowledge that contracts become effective when awarded by AEDC.

C. The State of Arkansas may contract with another party:

1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

### 1.19 CONDITIONS OF CONTRACT

Qualifying vendors **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of contracts which in any manner affect the completion of the work. Qualified vendors **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of successful vendors.

### 1.20 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The qualified vendor is required to retain total liability for equipment, software, and technical

literature until the deliverables have been accepted by the “authorized agency official.” At no time will the State be responsible for or accept liability for any vendor-owned items.

Nothing in these terms and conditions shall be construed or deemed as the State’s waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

#### 1.21 AWARD RESPONSIBILITY

The Arkansas Economic Development Commission Manufacturing Solutions Division will be responsible for award and administration of any contracts resulting from this RFQ.

#### 1.22 CONFIDENTIALITY

Qualified vendors **shall** be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks in the event a contract is awarded. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

#### 1.23 CANCELLATION

In the event the State no longer needs the qualified vendors for the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, or relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

#### 1.24 ADDITIONAL REQUIREMENTS

The State **shall not** accept any license agreements or service level agreements that must be signed prior to award in the event the State issues a contract as a result of this RFQ.

#### 1.25 PERFORMANCE STANDARDS

Any resulting contract shall contain Performance Standards which identify expected deliverables, performance measures, or outcomes; and payment shall be contingent on the extent to which the performance standards are met.

#### 1.26 ANTICIPATED RFQ TIMETABLE

The following timetable is anticipated for the procurement process. All times refer to local time in Little Rock, Arkansas.

Action	Timeline
Original Proposal Release Date	<b>November 12, 2015</b>
Written Questions Due from Respondents to <a href="mailto:TThomas@ArkansasEDC.com">TThomas@ArkansasEDC.com</a>	<b>November 20, 2015</b>
Responses to Questions Posted by AEDC	<b>November 25, 2015</b>
Opening Date & Time for RFQ	<b>December 4, 2015</b>
*Committee Evaluation Period	<b>*December 4, 2015 – December 9, 2015</b>
*Contract Negotiations/Posting Announcement	<b>*December 10, 2015</b>
*Qualified Vendor List begin	<b>*December 11, 2015</b>

**\*Dates listed above are approximate**



## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.0 SCOPE OF WORK**

Through this Request for Qualifications (RFQ), the Arkansas Economic Development Commission-Manufacturing Solutions (AEDC-AMS) intends to secure vendors who can provide various services and training programs statewide to Arkansas companies. Topics include specific programmatic needs as well as general training categories. The AEDC-AMS seeks to retain consultants with the experience, knowledge, and skill to develop, design and deliver professional training, which address the current workforce development skill needs of the company. The training and consulting will fall into the areas described in Section **2.1 Description of Services**.

Professional/Consultant Service contracts are anticipated to continue to be awarded March 31, 2016. Because the services are provided statewide on an as-needed basis, exact locations and timeframes of deployment of services cannot be predicted. AEDC does not guarantee work as a result of being qualified as a consultant via this process. A Scope of Work description will be issued to all qualified vendors for each type of training service sought. The resulting successful bidder will be issued a contract.

### **2.1 DESCRIPTION OF SERVICES**

This section contains a brief description of the types of trainings that may be needed from Respondent as a result of this RFQ process. These types of trainings are categorized based on focus areas that are addressed within the State of Arkansas. Respondents may elect to respond on a specific type of training they can provide within any of the categories definitions or multiple trainings according to the capabilities of the individual and/or firm.

Other definitions of appropriate acronyms and terms relative to this RFQ include:

- **MEP**-Manufacturing Extension Partnership
- **NIST/MEP** – National Institute of Standards and Technology/Manufacturing Extension Partnership
- **HVAC&R** – heating, ventilating, air-conditioning and refrigeration
- **PSAT** – pumping systems assessment tools
- **VFD** – variable frequency drives
- **C-level people** – executive level
- **LPI** – Leadership Practices Inventory
- **RABQSA** – change to Exemplar Global
- **ISO** – International Standards Organization
- **ASQ** – American Society for Quality
- **CPM** – change to Critical Path Methods
- **PERT** – Program Evaluation and Review Techniques

Category 1: Energy Efficient Arkansas (Sustainability)		
Types of Training	Scope of Work	Minimum Qualifications
<b>Basic Electric Motors</b>	<ul style="list-style-type: none"> <li>• Deliver training modules that enable maintenance and motor shop staff with techniques that optimizes plant and shop operations.</li> <li>• Deliver programs that emphasize knowledge of electric motor theory coupled with basic and advanced knowledge of testing equipment.</li> <li>• Teach attendees how to boost productivity, become proficient at trouble shooting, avoid costly downtime, and increase efficiency of critical equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• Must possess a Professional Engineering license with five years minimum in Energy Efficient methodology.</li> <li>• Must be able to answer and adequately address detailed subject matter questions.</li> <li>• Ten or more years of preparing and delivery of stated coursework.</li> <li>• Five or more years of manufacturing/ industry experience.</li> <li>• Ability to write specification for induction motors, variable frequency drives, and closed gearings.</li> <li>• Must be able to develop/implement Power Generation Industry business plan including forecasting, marketing, product development, sales and engineering.</li> <li>• Must possess the necessary electrical certifications.</li> <li>• Experienced and able to explain past, current and upcoming federal motor efficiency regulations, impact, cost, and effectiveness.</li> </ul>
<b>Boiler Systems Management</b>	<ul style="list-style-type: none"> <li>• Knowledge of and ability to teach about the different types of boilers and their operations.</li> <li>• Knowledge and ability to evaluate, recognize and offer energy efficiency improvements for the various types of boiler systems in an industrial environment.</li> <li>• Knowledge and ability to teach about boiler designs, basics of steam, and sustainability as it related to boiler systems and their management.</li> <li>• Ability to teach system testing equipment, chemical treatment and water issues in relation to boiler systems.</li> </ul>	<ul style="list-style-type: none"> <li>• Must have a Professional Engineering license and Boiler License.</li> <li>• Five or more years of teaching, consulting and training in boiler designs, operations and performing energy efficient evaluations/studies.</li> <li>• Understanding of Arkansas Boiler License requirements and knowledge of chemical treatment and water issues.</li> <li>• Experience in designing, maintaining and troubleshooting boiler and related systems.</li> <li>• Five or more years of energy audits, utility rate analysis, and maintenance cost reductions, computer simulations in related area, and experience in industrial refrigeration and/or food processing.</li> <li>• Knowledge of System testing equipment.</li> <li>• Must have experience working with state MEP or other state agencies.</li> </ul>
<b>Compressed Air</b>	<ul style="list-style-type: none"> <li>• Deliver training modules that enable attendees to analysis and completely review the compressed air system, plus a compressed air leak detection and correction program.</li> <li>• Determine the air pressure requirements of the system and the opportunity to eliminate one or more air compressors. Compare the different type of connections.</li> <li>• Ability to benchmark the different components of the system.</li> <li>• Teach attendees how to determine the projected cost of the compressed air program and document the loaded cost to produced compressed air.</li> </ul>	<ul style="list-style-type: none"> <li>• Must possess a Professional Engineering License with extensive experience in related field.</li> <li>• Must have ten or more years of plant engineering experience.</li> <li>• Must be a licensed AIRMaster Instructor.</li> <li>• Must have ten years of experience in refrigeration, electrical and plumbing.</li> <li>• Must have experience in auditing, consulting, training and system design.</li> <li>• Instructors must be experienced in identifying, measuring, and quantifying the cost associated with compressed air systems. Subject matter areas must include types of compressors, cost effective</li> </ul>

		approaches to varying loads, line lose, system loss, design mistakes, maximizing system effectiveness, and common mistakes.
<b>Industrial Energy Efficiency</b>	<ul style="list-style-type: none"> <li>• Perform energy audits at manufacturing companies in order to determine areas of energy savings, reducing greenhouse gases, and other ways to become more energy efficient.</li> <li>• Assist companies with establishing energy metrics and sustainability.</li> </ul>	<ul style="list-style-type: none"> <li>• Must possess Professional Engineering License with extensive experience in related field. The instructors will be expected to field and adequately address detailed subject matter questions and providing professional direction.</li> <li>• Must have HVAC&amp;R systems and manufacturing/processing plants with regard to operation, energy efficiency, and sustainability experience.</li> <li>• The instructor must be able to evaluate, calculate and communicate cost associate with all aspects of industrial electrical demands. That experience must include but not be limited to lighting, motors, drives, compressed air, refrigeration as well as pro's and con's associate with related options in each of these areas.</li> <li>• Must have ten years of experience performing industrial manufacturing plant and commercial building energy assessments.</li> <li>• Must have five to ten years' experience teaching classes, workshops on energy efficiency topics.</li> </ul>
<b>Pumping Systems Optimization</b>	<ul style="list-style-type: none"> <li>• Deliver training modules that have an in-depth discussion of energy efficiency factors for pumping systems, with an emphasis on considering the system instead of just components.</li> <li>• Ability to enhance pre-existing pumping system knowledge of attendees.</li> <li>• Develop skills in recommended approaches to identifying pumping system opportunities.</li> <li>• Demonstrate/Deliver actual and/or demo pumping systems to improve skills associated with use/reduction of measured data.</li> <li>• Demonstrate detailed analysis of and interrelations between system components.</li> <li>• Attendees demonstrate their proficiency in basic knowledge of pumping systems via Qualified PSAT Specialists exam.</li> <li>• Write specifications for Induction Motors, Variable Frequency Drives, to accommodate end user needs.</li> </ul>	<ul style="list-style-type: none"> <li>• Must possess a Professional Engineering License with extensive experience in related field.</li> <li>• Must have ten or more years of plant heating, refrigeration and air conditioning.</li> <li>• Must have experience in thermal/ energy systems.</li> <li>• Must have energy efficiency experience.</li> <li>• Must be trained or license instructor of energy efficiency.</li> <li>• Qualified to Perform Level I, II, and III system assessments.</li> </ul>
<b>Refrigeration Energy Management</b>	<ul style="list-style-type: none"> <li>• Knowledge of and ability to teach refrigeration systems and energy conservation.</li> <li>• Knowledge and ability to evaluate, recognize and offer energy efficiency improvements for the various types of refrigeration systems in an industrial environment.</li> <li>• Knowledge and ability to teach reduction energy consumptions, how to evaluate/calculate energy costs and savings related to refrigeration systems.</li> <li>• Provide information on gas driven compressors, suction and condensing pressures, controls and staging</li> </ul>	<ul style="list-style-type: none"> <li>• Must have a Professional Engineering license.</li> <li>• Five or more years of teaching, consulting and training in refrigerator systems/processes, basic components, designs, operations, and performing energy efficient evaluations/studies.</li> <li>• Five or more years of energy audits, utility rate analysis, and maintenance cost reductions, computer simulations in related area, and experience in industrial refrigeration and/or food processing.</li> </ul>

	equipment, modeling, VFD definition purpose and function, and main drivers for energy efficiencies.	<ul style="list-style-type: none"> <li>• Experience in designing, maintaining and troubleshooting refrigeration systems.</li> <li>• Experience with controls and staging equipment, gas driven compressors.</li> <li>• Must have experience working with state MEP or other state agencies.</li> </ul>
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Category 2: Growth and Innovation		
Types of Training	Scope of Work	Minimum Qualifications
<b>Business Strategy and Marketing Consulting</b>	<ul style="list-style-type: none"> <li>• Assist small and mid-sized, and startup companies with vision development, helping to secure financing, strategic business plans, marketing strategies, information support, and corporate agreement documentation.</li> <li>• Provide human resource support, strategic business consulting, and identifying international market opportunities.</li> <li>• Plans, manages and implements strategic and tactical change for clients and taking responsibility for overall results.</li> <li>• Primary focus is help Arkansas-based companies.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff must have ten or more years in upper management position with national and multinational companies.</li> <li>• Five or more years working with NIST/MEP's.</li> <li>• At least ten years of experience in completing work as outlined in scope of services.</li> </ul>
<b>Export Tech</b>	<ul style="list-style-type: none"> <li>• Provide guidance in the technical aspects of exporting including the ability and experience to develop customized processes for exporting internationally.</li> <li>• Provide companies with connections to experts in exporting that will assist companies to navigate the export sales process.</li> <li>• Provide Speed to the Market expertise by moving from planning to execution in 3 months.</li> <li>• Ability to travel entire state of Arkansas to deliver services.</li> </ul>	<ul style="list-style-type: none"> <li>• Five years of manufacturing experience or providing services to manufacturers.</li> <li>• A minimum of ten years in Export Services.</li> <li>• Five or more years of MEP experience and working with manufacturing on exporting.</li> <li>• Experience in training and speaking to C-level people.</li> <li>• Proven track record on improving gross revenues by exporting internationally.</li> </ul>
<b>3D Printing</b>	<ul style="list-style-type: none"> <li>• Work with clients to produce 3D printed products for prototypes or small production runs.</li> </ul>	<ul style="list-style-type: none"> <li>• 3D Printing capabilities that meet or exceed 3D Systems ProJet 3500 series or Stratasys Objet Eden 260V series printers.</li> <li>• Three or more years of 3D printing industry experience.</li> <li>• Capable of printing multiple materials in a variety of hardness and flexibility, sometimes within the same part.</li> <li>• History of building models and prototypes.</li> </ul>
<b>Industrial Design of Products</b>	<ul style="list-style-type: none"> <li>• Work with clients to develop new products or improve existing ones.</li> <li>• Take product ideas from anywhere in the product development process forward to ready the product for production and the marketplace.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of in industrial design / product development.</li> <li>• Five or more years of design/manufacturing/industry experience.</li> <li>• Ability to create product development and test plans.</li> <li>• History of hand building models and prototypes.</li> </ul>

<b>Electrical Hardware and Software Design</b>	<ul style="list-style-type: none"> <li>• Work with clients to develop new products or improve existing ones.</li> <li>• Take product ideas from anywhere in the product development process forward to ready the product for production and the marketplace.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of in hardware/software product development.</li> <li>• Five or more years of design/manufacturing/industry experience.</li> <li>• Ability to create product development and test plans.</li> <li>• History of hand building circuitry and boards for models and prototypes.</li> </ul>
<b>Mechanical Design and Solid Works</b>	<ul style="list-style-type: none"> <li>• Work with clients to develop new products or improve existing ones.</li> <li>• Take product ideas from anywhere in the product development process forward to ready the product for production and the marketplace.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of in product development using SolidWorks 3D software.</li> <li>• Five or more years of manufacturing/ industry experience.</li> <li>• Ability to create product development plans.</li> <li>• History of hand building models and prototypes utilizing 3D printers, metal and woodworking tools.</li> </ul>

<b>Category 3: Leadership Development</b>		
<b>Types of Training</b>	<b>Scope of Work</b>	<b>Minimum Qualifications</b>
<b>Five Behaviors of a Cohesive Team</b>	<ul style="list-style-type: none"> <li>• Deliver assessment and presentation of the Five Behaviors of a Cohesive Team.</li> <li>• Deliver assessment and presentation of Everything DISC on an as needed basis.</li> <li>• Provide Five Behaviors Assessment as purchased item.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of delivery experience.</li> <li>• Five or more years of industry/adult education experience.</li> <li>• Must be Wiley approved distributor for the region (Epic credits).</li> </ul>
<b>Leadership Practices Inventory/ Leadership Challenge</b>	<ul style="list-style-type: none"> <li>• Provide LPI assessment and the 360 degree assessment feedback.</li> <li>• Assist with delivery and assessment questions on an as needed basis.</li> </ul>	<ul style="list-style-type: none"> <li>• Twenty or more years of human resource experience.</li> <li>• Ten or more years of LPI/360 assessment experience.</li> <li>• Ten or more years of industry/adult education experience.</li> <li>• Must be Wiley approved distributor for the region (Epic credits).</li> </ul>
<b>Recruiting Support</b>	<ul style="list-style-type: none"> <li>• Provide human resource support and recruiting support when selecting staff for AEDC-Manufacturing Solutions.</li> <li>• Prepare and administer customer designed screening and evaluation tools used in to assist in employee selection.</li> </ul>	<ul style="list-style-type: none"> <li>• Staff must have ten or more years in upper management position with national and multinational companies.</li> <li>• Knowledge of MEP operations and type of employees needed to staff agency.</li> <li>• At least three years of experience in completing work as outlined in scope of services.</li> </ul>
<b>Financial Analysis, Budgeting/ Forecasting</b>	<ul style="list-style-type: none"> <li>• Ability to identify and leverage core competencies (financial, technical and operational) to manage the balance sheet by identifying areas of improvement with a Cost-conscious mindset to resurrect under-performing assets.</li> <li>• Ability to travel entire state of Arkansas to deliver services</li> </ul>	<ul style="list-style-type: none"> <li>• Twenty years of operational/manufacturing experience.</li> <li>• Ten or more years of actual business experience of running a business.</li> <li>• Business degree from accredited University.</li> <li>• Gillard Family Business Advisor training.</li> <li>• Prefer Certified Public Accountant.</li> </ul>

<b>Category 4: Operations Excellence</b>		
<b>Types of Training</b>	<b>Scope of Work</b>	<b>Minimum Qualifications</b>



<b>Lean and Kata</b>	<ul style="list-style-type: none"> <li>• Develop Client specific training materials on subject matter.</li> <li>• Teach, facilitate and master coach the deployment of Lean and Toyota Kata, coaching TK techniques and methodologies.</li> <li>• Provide Lean training as it relates to Kata.</li> <li>• Provide master coaching training and coaching at all levels if Toyota Kata.</li> <li>• Provide advance sustainability by the deployment of “Kata of the Kata”.</li> <li>• Teach and coach Lean Buzz Electronics and Toyota Kata workshops.</li> <li>• Ability to travel entire state of Arkansas to deliver services.</li> </ul>	<ul style="list-style-type: none"> <li>• Ten years of manufacturing experience.</li> <li>• Five years of delivering and consulting Lean manufacturing.</li> <li>• Two or more years’ experience as Toyota Kata “Train the Trainer”.</li> <li>• Minimum of three years of training, facilitating and coaching of Lean and/or Toyota Kata.</li> <li>• A professional or similar licenses (Professional Engineer, Quality Engineer).</li> <li>• Direct access and established relationship with Toyota Kata author, Mike Rother.</li> </ul>
<b>Toyota Kata</b>	<ul style="list-style-type: none"> <li>• Develop Client specific training materials on subject matter.</li> <li>• Teach, facilitate and master coach the deployment of Toyota Kata, coaching TK techniques and methodologies.</li> <li>• Provide master coaching training and coaching at all levels if Toyota Kata.</li> <li>• Provide advance sustainability by the deployment of “Kata of the Kata”.</li> <li>• Teach and coach Buzz Electronics Toyota Kata workshops.</li> <li>• Ability to travel entire state of Arkansas to deliver services.</li> </ul>	<ul style="list-style-type: none"> <li>• Ten years of manufacturing experience</li> <li>• Toyota Kata Master Coach certification (preferred with W3 Group).</li> <li>• Two or more years’ experience as Toyota Kata “Train the Trainer”.</li> <li>• Minimum of three years of training, facilitating and coaching of Toyota Kata.</li> <li>• Implementation of Toyota Kata in at least three facilities.</li> <li>• A professional or similar licenses (Professional Engineer, Quality Engineer).</li> <li>• Direct access and established relationship with Toyota Kata author, Mike Rother.</li> </ul>

<b>Category 5: Quality Technology</b>		
<b>Types of Training</b>	<b>Scope of Work</b>	<b>Minimum Qualifications</b>
<b>ISO Training, Consulting and Auditor Certification</b>	<ul style="list-style-type: none"> <li>• Provide ISO Standards Training, Auditing and Implementation.</li> <li>• Provide ISO Standards Auditor Training and Certification.</li> <li>• Provide ISO Standards Consultation.</li> <li>• Ability to teach technical subject matter at various locations in Arkansas.</li> <li>• Mentoring and coaching.</li> <li>• Work any hours to train employees.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of manufacturing/industry experience.</li> <li>• Must have 10 or more years of ISO Training experience.</li> <li>• Must be able to provide Exemplar Global (formerly RABQSA) certified and non-certified training courses.</li> <li>• Experience with implementing, auditing and training on ISO 9001, AS9100, ISO 14001, OHSAS 18001.</li> <li>• Experience with other ISO standards (TS16949).</li> <li>• Prefer Engineering Degree and/or Quality Engineer (ASQ certified).</li> <li>• A minimum of five years project manager experience (PERT/CPM).</li> </ul>
<b>Lean Six Sigma Certification</b>	<ul style="list-style-type: none"> <li>• Provide Lean Six Sigma Green Belt and Black Belt Training including completion of problem/project and pass Green Belt Examine.</li> <li>• Ability to teach technical subject matter at various locations in Arkansas.</li> </ul>	<ul style="list-style-type: none"> <li>• Five or more years of manufacturing/industry experience.</li> <li>• Must have ten or more years of Continuous Improvement experience.</li> <li>• Lean Six Sigma Black Belt Certification.</li> </ul>

	<ul style="list-style-type: none"> <li>• Mentoring and coaching.</li> <li>• Ability to teach basic PowerPoint, Minitab or similar statistical software, and presentation skills (if needed).</li> <li>• Work any hours to train employees.</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum of three years of experience in Value Stream Mapping.</li> <li>• Five or more years as a Lean Six Sigma Black Belt Instructor.</li> <li>• Lean Six Sigma Green Belt &amp; Black Belt Certification as outlined by the American Society for Quality and/or The Council for Six Sigma Certification program.</li> <li>• Prefer ASQ certifications.</li> <li>• Prefer firms that have worked with American Society for Quality and development of Six Sigma body of knowledge.</li> <li>• At least one person in firm must be an ASQ certified Master Black Belt.</li> </ul>
<b>Baldrige Performance Criteria</b>	<ul style="list-style-type: none"> <li>• Provide performance based training and consulting in accordance with Baldrige Excellence Framework.</li> <li>• Provide ISO Standards Auditor Training and Certification.</li> <li>• Provide ISO Standards Consultation.</li> <li>• Ability to teach technical subject matter at various locations in Arkansas.</li> <li>• Mentoring and coaching.</li> <li>• Work any hours to train employees.</li> </ul>	<ul style="list-style-type: none"> <li>• Must be Arkansas examiners with National Baldrige credentials.</li> <li>• Experienced as a Trainer with Arkansas Governor's Quality Award.</li> <li>• Five or more years of working with manufacturing / industry.</li> <li>• Must have ten or more years of ISO Training experience.</li> <li>• Must have a RABQSA accredited as Lead Auditor on staff.</li> <li>• Experience with ISO 9001, AS9000, ISO 14001, OHSAS 18001.</li> <li>• Experience with other ISO standards (TS16949).</li> <li>• A minimum of five years of experience as a project manager.</li> </ul>

Category 6: Safety, Health and Environment		
Types of Training	Scope of Work	Minimum Qualifications
<b>Toxicology &amp; Human Health</b>	<ul style="list-style-type: none"> <li>• Human toxicology and risk assessments: risk-based cleanup criteria; emission and dispersion modeling.</li> <li>• Ecotoxicology and Ecological Risk Assessment: provide food chain modelling, bioassays, environmental chemistry, aquatic ecology, bio stats.</li> <li>• Contaminant Fate and Transport Modeling: provide air, surface water, and groundwater modeling.</li> <li>• Litigation Support.</li> <li>• Agency negotiations.</li> <li>• Regulatory Understanding.</li> </ul>	<ul style="list-style-type: none"> <li>• Eight or more years of industry experience.</li> <li>• Eight or more years in emergency response, industrial hygiene, and health and safety industries.</li> <li>• Must have industrial hygiene related matters including litigation support, analysis and interpretation of exposure data and exposure control methodologies.</li> <li>• Certified as Industrial Hygienist, Safety Professional, and Indoor Environmental Consultant.</li> <li>• Qualified to teach/train in CPR/AED/First Aid, Asbestos Awareness, OSHA 10, and Working Safety with Radioactive materials.</li> </ul>

## 2.2 PERFORMANCE STANDARDS

State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables,

performance measures, or outcomes; and defines the acceptable standards a vendor must meet in order to avoid assessment of damages. The State 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.

The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable. All changes made to the Performance Standards shall become an official part of the contract. Performance Standards shall continue throughout the term of the contract.

Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State shall have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State shall have final determination of the performance acceptability. Should any compensation be owed to the agency due to the assessment of damages, vendor shall follow the direction of the agency regarding the required compensation process.

### **SECTION 3 – RFQ SUBMISSION REQUIREMENTS**

#### **3.0 RFQ SUBMISSIONS OVERVIEW**

The Arkansas Economic Development Commission (AEDC) has established the following minimum criteria to be included in responses. Respondents must provide a straightforward description of the specific type(s) of training that the Respondent can provide, along with proof of meeting the minimum qualifications.

Respondents **must not** include brochures or business publications in the body of their responses to this RFQ. One copy of company brochures or business publications may be provided separately, but will only be retained for possible future use, and will not be included in or used for the evaluation process.

Respondents must respond to each item in Section 3.0 (see Section 1.9 of this RFQ for clarification). Responses will be reviewed by AEDC to determine that mandatory requirements are fulfilled. Be sure to address each type of training your company wants to be considered for in this section. Responses will be evaluated as **pass or fail**. Failure to meet all mandatory requirements will result in the submitting vendor not qualifying for the Qualified Vendor List.

Original responses and copies should be indexed and tabbed with the following sections indicated:

- Signed RFQ (page 1)
- Organizational Experience
- Staffing Capacity and Individual Qualifications
- Vendor References
- Training Methods and/or Evaluation and Continuous Quality Improvement System
- Governor’s Executive Order 98-04-Contract Disclosure Form
- Copy of the Vendor’s Equal Employment Opportunity Statement
- Copy of Illegal Immigrant Online Certification Disclosure

**Pricing must not be submitted with the RFQ response.**

**Evaluation Criteria.** Responses will be evaluated by AEDC to determine if the mandatory requirements of this Request for Qualification have been agreed to and/or met. Those responses that are determined to fulfill the qualification requirements will be placed on the State’s qualified list.

#### **3.1 ORGANIZATIONAL EXPERIENCE**

- A. Describe your organization. Include history, purpose, years of operation, number of staff and services provided.
- B. Describe the organization’s ability to provide the proposed training service(s) as described in the scope of work.

#### **3.2 STAFFING CAPACITY AND INDIVIDUAL QUALIFICATIONS**

Respondents must submit a resume that represents an example of the type of person the Respondent will provide. This resume is for evaluation purposes, and should indicate the skills that the Respondent can provide for each type of training it’s being considered for within this RFQ. At the top of each resume, indicate the company’s name and the type of service(s) for which a resume is representative. Any additional staff or employees not on the initial Qualified Vendor List must be approved by AEDC first.

**3.3 VENDOR REFERENCES**

Each respondent **must** provide, with RFQ response, a list of at least three (3) client references. Include contact person and phone number or email address. These references **will** be contacted and asked to confirm:

- A. That the provider has, under previous agreement, successfully performed training project(s).
- B. That the provider met all obligations under afore mentioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
- C. That the provider and all staff conducted themselves in a highly professional and ethical manner.

If unfavorable information is obtained from contact with reference, the vendor may be deemed a non-responsible vendor and the response may be rejected.

**3.4 TRAINING METHODS AND/OR EVALUATION AND CONTINUOUS QUALITY IMPROVEMENT SYSTEM**

- A. Describe the method to be used to evaluate the successfulness of the types of training to be provided by the respondent.
- B. Describe the proposed methodology for obtaining feedback from companies regarding the respondent's performance and efficacy, include how the feedback will be used to improve performance and how feedback will be provided to AEDC.

#### **SECTION 4 – STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Proposal Packets **must** be submitted to the Arkansas Economic Development Commission on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
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 Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
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 vendor.
10. **AMENDMENTS:** Vendor's proposals 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 Contract: A contract award will be issued to the successful vendor. 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 Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.

13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Economic Development Commission **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Arkansas Economic Development Commission. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Arkansas Economic Development Commission 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 Arkansas Economic Development Commission of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*, (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.
19. **STATE PROPERTY:** Any specifications, drawings, technical 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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by OSP. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation. 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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall 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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or

national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a 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 vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, 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.
- 27. 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.