



STATE OF ARKANSAS
ARKANSAS CAREER TRAINING INSTITUTE
105 Reserve Street
Hot Springs, AR 71901

REQUEST FOR QUALIFICATION
BID SOLICITATION DOCUMENT 520-16-0005

SOLICITATION INFORMATION			
Bid Number:	520-16-0005	Solicitation Issued:	May 29, 2016
Description:	On-Call HVAC Services		
Agency:	Arkansas Career Training Institute / Hot Springs Rehabilitation Center (ACTI/HSRC)		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline Date:	June 23, 2016
<p>Responses shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids".</p>	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>ACTI/HSRC 105 Reserve Street Hot Springs, AR 71901</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to ACTI's street address on a schedule determined by each individual provider. These providers will deliver to ACTI/HSRC based solely on the street address.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

ACTI/HSRC PROCUREMENT CONTACT INFORMATION			
Buyer:	Kurtis L. Markish	Buyer's Direct Phone Number:	501-701-6297
Email Address:	kurt.markish@arkansas.gov	Agency's Main Number:	501-624-4411

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

The Arkansas Career Training Institute/Hot Springs Rehabilitation Center (AGENCY) issues this Request for Qualifications (RFQ) to obtain qualifications and a contract for an on-call HVAC Service Company(s) for various projects as they may arise that require HVAC upkeep and repair services.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to up to three (3) vendors.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is after qualifications have been evaluated and price negotiations completed. Upon mutual agreement by the vendor and AGENCY, the contract may be renewed by AGENCY on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

ACTI/HSRC, as the issuing office, is the sole point of contact throughout this solicitation. All questions should be directed to:

Kurt Markish
ACTI/HSRC
105 Reserve St.
Hot Springs, AR 71901
(510) 701-6297
kurt.markish@arkansas.gov

1.4 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

ACTI/HSRC
Building 1, 8th Floor
105 Reserve St.
Hot Springs, AR 71901

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.6 DEFINITION OF TERMS

- A. ACTI has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Qualifications", "RFQ" and "Bid Solicitation" are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

A. Original Submitted Documents

1. The original *submitted documents* **must** be submitted on or before the bid opening date and time.
2. The *submitted documents* should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Response Signature Page*.
 - b. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder's response.

C. Additional Copies and Redacted Copy of Response Documents

In addition to the original *documents*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *submitted documents*.
 - b. One (1) electronic copy of the *submitted documents*, preferably on a flash drive. CD will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If AGENCY requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.

B. The submitted documents and all copies should be arranged in the following order.

- *Response Signature Page*.
- Section 1 – Company Qualifications and Experience
 - Brief history of the HVAC company.
 - Information regarding experience in dealing with commercial HVAC systems.
 - Resumes of those personnel that could be assigned to the AGENCY.
 - Documentation that your firm has sufficient resources to be able to respond to more than one job at a time.
 - Proof that the appropriate license(s) and insurance(s) are held by the Vendor.
- Section 2 – Methodology/Operations
 - Information regarding your HVAC training program for staff.
 - Information regarding your firm's quality assurance program.
 - Information regarding your service guarantees and warranty program.
 - Information regarding your safety training program.
 - Description how you will report all deliverables and benchmarks to the authorized AGENCY representative.
 - Information concerning your emergency/after hours/weekend/holiday hours process.

1.9 CLARIFICATION OF BID SOLICITATION

Vendors may have questions requesting clarification of information contained in this *Bid Solicitation*. All questions and clarifications will be handled at the mandatory site visit as listed in this solicitation. Answers to verbal questions may be given prior to the mandatory site visit as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this solicitation.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:
- Additional terms or conditions submitted intentionally or inadvertently.
 - Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 PRICING

Pricing will be negotiated with the apparent successful vendor(s) after the evaluation of responses. Vendor **must not** include any pricing in their response.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint response submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the AGENCY.
- B. Vendor **must not** alter any language in any solicitation document provided by AGENCY.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.

- E. The AGENCY **shall** have the right to award or not award a contract, if it is in the best interest of the State or AGENCY to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by AGENCY.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Vendors may submit multiple responses.

1.15 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by AGENCY.
- B. An addendum sent by AGENCY within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

1.16 **QUALIFICATION AND AWARD PROCESS**

A. Successful Vendor(s) Selection

The ranking of vendors **shall** be determined by the total score each *Response* receives in evaluation. The vendor receiving the highest ranking score for their *Response* **shall** be selected as the apparent successful vendor and **shall** enter negotiations with the agency.

B. Negotiations

- 1. The AGENCY will enter pricing negotiations with the highest ranking vendor.
- 2. If the AGENCY so chooses, it **shall** also have the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of the AGENCY. The AGENCY **shall** solely determine the items to be negotiated.
- 3. If the agency and vendor cannot reach an agreement regarding contractual matters, including pricing, the AGENCY **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the AGENCY decides not to move forward with an award.

C. Issuance of a Contract

- 1. Any resultant contract of this *Bid Solicitation* **shall** be subject to an approval processes.
- 2. An AGENCY Official will be responsible for award and administration of any resulting contract(s).

1.17 **MINORITY BUSINESS POLICY**

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, AGENCY is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should also be included as a hardcopy accompanying the solicitation response. EO Policies that are not included with the solicitation response shall be gathered at a later date from selected vendor(s).

- C. The submission of an *EO Policy* is a one-time Requirement. 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.
- D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with the Arkansas Office of State Procurement (OSP) stating that they do not employ or contract with illegal immigrants.

1.20 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 **PUBLICITY**

A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without AGENCY's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.22 **RESERVATION**

The AGENCY **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – PURPOSE

2.1 **INTRODUCTION**

The Arkansas Career Training Institute/Hot Springs Rehabilitation Center (AGENCY) issues this Request for Qualifications (RFQ) to obtain qualifications and a contract for an on-call HVAC Service Companies(s) for various projects as they may arise that require HVAC services. AGENCY property is located at 105 Reserve St., Hot Springs, AR 71901.

2.2 **EXPERIENCE**

Vendors **MUST** be experienced, licensed, and insured to work on air conditioning systems; commercial and industrial refrigeration, air conditioning systems and combined heating, ventilation and cooling systems; as well as 350 ton chillers.

2.3 **SELECTION**

The AGENCY reserves the right to select multiple vendors from this solicitation. UP TO three (3) vendors may be selected from this solicitation.

2.4 **TERM**

Initial contract will be one year. By mutual agreement, AGENCY and the awarded vendor may extend the contract up to six (6) times for a period of one (1) year each. In no event shall this contract remain in effect longer than seven (7) years from the effective date.

2.5 **PERFORMANCE STANDARDS**

Jobs/projects performed by vendor shall be completed in the time frame scheduled for each project as well as for the price quotes for each job/project unless otherwise agreed upon by AGENCY. Failure to do so may result in a poor vendor performance report (VPR).

Poor VPR's may also be issued for other reasons including, but not limited to:

- Failure to comply with vendor requirements as noted in this RFQ
- Inability to perform work properly

- Not upholding warranties or guarantees
- Not utilizing qualified contractor/subcontractor pools

Multiple poor VPR's may result in cancellation of contract with vendor.

- A. 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.
- B. The AGENCY 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.
- C. The AGENCY **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the AGENCY 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.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The AGENCY **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 AGENCY **shall** have final determination of the performance acceptability.
- H. 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 – SCOPE OF WORK

- 3.1 Vendor shall furnish labor, parts, equipment, tools, transportation, and miscellaneous services, if required. Vendor shall also describe how they will report all deliverables and benchmarks to the authorized AGENCY representative.
- 3.2 Vendor shall provide qualified HVAC Personnel to perform various duties as directed by the authorized AGENCY representative. Respondent shall obtain approval from the authorized AGENCY representative for services requiring an apprentice or more than one (1) licensed HVAC Personnel.
- 3.3 Vendor shall have a 24-hour a day phone number(s) that is monitored for the AGENCY to call for service.
- 3.4 HVAC Personnel shall be on call 24 hours a day, 7 days a week, including weekends and holidays.
- 3.5 HVAC Personnel shall contact the authorized AGENCY representative upon arrival at job site. Actual travel time to and from the job work location is not reimbursable under the purchase order. Travel cost shall be included in the hourly rate for labor. HVAC Personnel shall ensure that the authorized AGENCY representative logs the start and completion times on the service ticket for services performed. HVAC Personnel shall provide the following on the service ticket: building number; floor; name of HVAC Personnel performing the work; and, if applicable, the AGENCY work order number issued for that job.
- 3.6 Any equipment required in performance of service shall be provided by the Vendor at no additional cost to AGENCY unless agreed upon by the AGENCY prior to the work being performed.
- 3.7 All work required to correct any problems diagnosed by the Vendor shall be approved by the authorized AGENCY representative prior to work being performed. Respondent shall work until each job is completed and, when necessary, respond to multiple requests for services at the same time.

- 3.8** Any work requiring a separate license shall be performed under the applicable license as required under local, county, or State law.
- 3.9** Vendor shall leave the work area clean and free of materials, debris, and Vendor equipment to the satisfaction of the authorized AGENCY representative. Respondent shall remove from the building and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. The authorized AGENCY representative shall approve the removal of all mechanical and HVAC parts.
- 3.10** Vendor shall clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided.
- 3.11** Vendor shall clean, repair or replace any item damaged by the respondent or its subcontractor(s) during the performance of the service to the satisfaction of the AGENCY and at no additional cost to the AGENCY.
- 3.12 MISCELLANEOUS SERVICE**
- A. If listed as a line item in a work order, respondent shall provide miscellaneous services (e.g. core drilling, rental equipment, insulation services, and sheet-metal fabrication) necessary to complete the HVAC work required.
 - B. The vendor shall provide a cost estimate which shall be approved by the authorized AGENCY representative prior to any work being performed.
- 3.13 PERFORMANCE WARRANTY**
- A. Work performed under the purchase order shall meet all applicable requirements of the latest revision of the Mechanical, National Electrical, and Unified Building and Plumbing codes.
 - B. The vendor shall guarantee all work included in the purchase order against any defects in workmanship, and shall satisfactorily correct, at no cost to the AGENCY, any such defect that may become apparent within an agreed upon time period. Time period may vary depending on work done.
 - C. The warranty period shall commence upon the date of acceptance by the AGENCY.
- 3.14 MATERIAL WARRANTY**
- A. Parts furnished under the purchase order shall be the latest improved models in current production as offered to commercial trade and shall be of quality materials.
 - B. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued models or materials shall not be acceptable without the expressed and written permission from the AGENCY.
 - C. The warranty period for respondent provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is later.
 - D. The warranty period shall commence upon date of acceptance by the AGENCY.
 - E. Vendor shall provide the authorized AGENCY representative with all manufacturer's warranty documents upon completion of installation and prior to leaving the job site.
- 3.15 UTILIZING QUALIFIED POOLS**
- A. The selected vendor(s) will make up a multiple source list from which individual vendor(s) may be selected to provide services.
 - B. Vendor must provide a written quote for each individual project on an as needed basis.
 - C. Site visits may be conducted for projects.
 - D. When submitting quotes, the firm(s) will be required to submit a written work plan, timeline, and the estimated cost.

- E. The AGENCY representative may accept the work plan, timeline, and costs submitted or decide not to move forward with the project.
- F. The AGENCY representative may, at times, issue a revised work plan and timeline. For each occurrence, the AGENCY may provide a timeline for work completion.
- G. A local company representative must be available to meet with a designated AGENCY representative at the job site within forty eight (48) hours.
- H. Prior to the start of each project, the vendor must participate in an on-site meeting with the project manager and/or the principal/site administrator to review the requirements, expectations, and the scope.

SECTION 4 – VENDOR REQUIREMENTS

4.1 USE OF SUBCONTRACTORS

The Vendor is responsible for ensuring that all subcontractors who provide goods or services under this contract comply with the terms and conditions of the contract.

4.2 LICENSED AND INSURED

The selected firms shall be licensed to provide HVAC services in the State of Arkansas during the entire term of this contract and carry the appropriate insurance required by the State of Arkansas.

4.3 CODE OF CONDUCT

Vendors must follow the standard code of conduct followed by the AGENCY's guidelines. AGENCY guidelines apply to all contractors and subcontractors while working in or around any AGENCY facility, which are as follows:

- A. NO smoking at any time except in specially designated areas located on AGENCY's property.
- B. Guns or any weapons are prohibited at all times.
- C. All drugs/controlled substances and alcoholic beverages are prohibited.
- D. Prior to starting work, the vendor must report to the security office unless an AGENCY issued ID has been given to the vendor. Vendors must wear and have an AGENCY issued ID visible at all times.
- E. Vendors shall not interact with students.
- F. Exceptions may be made if previously approved by the AGENCY project manager.
- G. In order to work after normal business hours, prior approval must be obtained from the AGENCY project manager.
- H. All work areas must be secured from students accessing the area.
- I. Ladders, tools, and any other equipment must not be accessible to students.
- J. The vendor shall maintain a single point of contact on a 24-hour basis. An alternate may be assigned with the knowledge and permission of the AGENCY representative.
- K. All personnel shall be dressed in an appropriate manner authorized by the vendor, unless otherwise indicated by the AGENCY in writing. Attire not within the standards of the AGENCY will not be authorized.
- L. The vendor's employees are expected to exhibit professional, courteous conduct and an appropriate appearance at all times. Any conduct or appearance deemed inappropriate by an AGENCY representative will be grounds for removal from AGENCY property. Vendor employees are to be respectful to faculty, students, and visitors. Vendor employees are prohibited from fraternizing with these groups. Flirtatious behavior, soliciting monies, names, addresses, and other such inquiries may be cause for the vendor's employee to be removed from the premises. Radios and/or audible music are not allowed at worksites. The vendor shall assign the required staff to each location to be serviced.

- M. The vendor shall be responsible for repairing or replacing, to the satisfaction of the AGENCY, any damage caused by any willful or negligent act by their employees. The vendor is also liable for any theft proven to be either committed by their employees or made possible by willful or negligent action of their employees. The AGENCY reserves the right to remove the vendor from the site based on the severity of the acts committed by the vendor's staff.
- N. The vendor must reimburse any costs incurred by the AGENCY due to illegal or inappropriate conduct by the vendor's employees. Such costs shall include, but are not limited to, the following:
- 1 Re-keying or restoring of locks, service charges levied by security alarm vendors, law enforcement agencies, or security companies in response to false alarms;
 - 2 Payments to law enforcement agencies or security companies for investigations of conduct that prove an employee's inappropriate or illegal conduct; and
 - 3 Replacement costs of items missing or damaged, due to an employee's conduct.
- O. The AGENCY reserves the right to remove the vendor from the site based on the severity of the acts committed by the vendor's staff. The acts will be reviewed by assigned AGENCY staff members.

4.4 VENDOR REQUIREMENTS

- A. The vendor MUST be experienced, licensed, and insured to work on air conditioning systems; commercial and industrial refrigeration, air conditioning systems and combined heating, ventilation and cooling systems; as well as 350 ton chillers.
- Knowledge of the principles, practices and equipment used in heating & refrigeration.
 - Knowledge of the safety precautions used in heating & cooling equipment.
 - Knowledge of electrical, mechanical and pneumatic testing equipment.
 - Ability to install and repair heating and air conditioning systems.
 - Ability to troubleshoot problems in mechanical systems and recommend corrective actions.
 - Ability to read and interpret blueprints, manuals and trade texts.
 - Ability to perform routine physical lifting and moving.
- B. The vendor must have been in business as an HVAC Contractor in the State of Arkansas for a minimum of five (5) years.
- C. The vendor must use Arkansas Licensed HVAC Personnel with a minimum of three (3) years experience.
- D. The vendor must be available for emergency calls outside normal working hours (weekend and/or holidays) including a voicemail paging system service or answering service. For emergency after hours and weekend requests, the vendor contact person shall be required to initiate a call back to the sender within 25 minutes and provide a minimum of a 2 hour response time. Repeated failure to respond within the above timeframe shall, at the option of the AGENCY, result in termination of the contract.
- E. The vendor must be able to provide after hours, weekend, and holiday services.

SECTION 5 – SUBMISSION REQUIREMENTS

- 5.1** No telephone, electronic, or facsimile proposals will be accepted.
- 5.2** Any proposal received after the designated time and date due will not be considered by the AGENCY.
- 5.3** **Offeror shall submit the following information with the proposal.** The Offeror must reference each section as listed below.

Section 1 – Company Qualifications and Experience

- a. Provide a brief history of the HVAC company. Provide proof of doing business as an HVAC contractor in the State of Arkansas for a minimum of five (5) years.
- b. Provide information regarding experience in dealing with air conditioning systems; commercial and industrial refrigeration, air conditioning systems and combined heating, ventilation and cooling systems; as well as 350 ton chillers.

- c. Provide the resumes of those HVAC Personnel that could be assigned to the AGENCY. The resume documents must include the HVAC professionals' Arkansas HVAC Licenses. The resume document must provide proof that the individual(s) has at least three (3) years experience as an HVAC Worker.
- d. Provide documentation that your firm has sufficient resources to be able to respond to more than one job at a time. Provide with your proposal a list of other licensed HVAC professionals and other staff available to support the AGENCY. Provide copies of any company national HVAC certifications, training programs, and HVAC related associations in which your firm belongs.
- e. Proof that the appropriate license(s) and insurance(s) are held by the vendor. A vendor will not be considered if he/she does not hold appropriate license(s) and insurance(s).

Section 2 – Methodology/Operations

- a. Provide information regarding your HVAC training program for staff HVAC Personnel.
- b. Provide information regarding your firm's quality assurance program.
- c. Provide information regarding your service guarantee and warranty program.
- d. Provide information regarding your safety training program.
- e. Vendor shall describe how they will report all deliverables and benchmarks to the authorized AGENCY representative.
- f. Provide information concerning your emergency/after hours/weekend/holiday hours process.

5.4 MANDATORY SITE VISIT

A mandatory site visit of at least one (1) vendor representative and a maximum of three (3) shall be held for all vendors submitting bids. Failure to participate in a mandatory site visit may cause a vendor to be considered unresponsive. Time/date conflicts for mandatory site visits shall be dealt with and rescheduled on an as-needed basis. It is the vendor's responsibility to contact AGENCY to schedule an alternate time/date. AGENCY must be contacted PRIOR to the mandatory site visit time/date for rescheduling at another time/date.

Mandatory Site Visit Date: **TUESDAY, JUNE 14, 2016; 1:00 p.m.**

Location: **105 Reserve St, Hot Springs, AR 71901 – Building 1, First Floor, Security**

SECTION 6 – CRITERIA FOR SELECTION

6.1 RESPONSE SCORE

- A. AGENCY will review each *submission* to verify requirements have been met. *Submissions* that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.
- B. The *Information for Evaluation* section has been divided into sub-sections.

The agency has assigned the following points to each sub-section according to its significance.

COMPANY QUALIFICATIONS AND EXPERIENCE	
Brief history of the HVAC company. Proof of doing business as an HVAC contractor in the State of Arkansas for a minimum of five (5) years.	30
Information regarding experience in dealing with A/C systems; commercial and industrial refrigeration, air conditioning systems and combustion heating, ventilation and cooling systems; as well as 350 ton chillers.	30
The resumes of those personnel that could be assigned to the AGENCY. The resume documents must include the HVAC professional's Arkansas HVAC License. The resume document must provide proof that the individual(s) has at least three (3) years experience as HVAC worker.	5
Documentation that your firm has sufficient resources to be able to respond to more than one job at a time. List of other licensed HVAC professionals and other staff available to support the AGENCY. Copies of any company national HVAC certifications, training programs, and HVAC related associations in which your firm belongs.	10
Category Subtotal	75

METHODOLOGY / OPERATIONS	
Information regarding your HVAC training program for staff.	5
Information regarding your firm's quality assurance program.	5
Information regarding your service guarantees and warranty program.	15
Information regarding your safety training program.	5
Describe how vendor will report all deliverables and benchmarks to the authorized AGENCY representative.	5
Information concerning your emergency/afterhours/ weekend/holiday hours process.	15
Category Subtotal	50
Total	125

- C. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluations will be based on vendor's responses to the *Information for Evaluation*. Other agencies, consultants, and experts may also examine documents at the discretion of AGENCY.

6.2 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation. The submission of a Response Packet **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the qualifications submitted.

SECTION 7 – GENERAL CONTRACTUAL REQUIREMENTS

7.1 **PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:

Arkansas Career Training Institute/HSRC
ATTN: Accounts Payable
PO Box 1358
Hot Springs, AR 71902

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. The AGENCY **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the AGENCY as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the AGENCY by an itemized list of charges. The AGENCY's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- G. Selected vendor **must** be registered with the State in order to receive payment. Vendors should provide a W-9 with their bid if they are not set up in the State system.
- H. Separate invoices are required for each purchase order.

7.2 **GENERAL INFORMATION**

- A. The AGENCY **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the AGENCY upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The AGENCY **shall not** pay damages, legal expenses, or other costs and expenses of any other party.

- C. The AGENCY **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the AGENCY or the State **must** take place in Pulaski County, Arkansas.
- E. The AGENCY **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The AGENCY **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by AGENCY.

7.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with Federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of a resulting contract which in any manner affects the completion of the work.
- B. The vendor **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 the vendor.

7.4 **STATEMENT OF LIABILITY**

- A. The AGENCY will demonstrate reasonable care but will not be liable in the event of loss, destruction, or theft of vendor-owned equipment, software, literature or items to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The AGENCY **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. Language in these terms and conditions **shall not** be construed or deemed as the AGENCY's waiver of its right of sovereign immunity. The vendor agrees that any claims against the AGENCY, 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.

7.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

7.6 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

7.7 **CONTRACT INTERPRETATION**

Should the AGENCY and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

7.8 **CANCELLATION**

A. In the event the AGENCY no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, regulations, relocation of offices, or lack of appropriated funding. The AGENCY **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.

B. Upon default of a vendor, the AGENCY **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

7.9 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the AGENCY and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 8 – 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. The AGENCY reserves the right to reject all proposals when such action is in the best interest of the State of Arkansas/AGENCY.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to ACTI on or before the date and time specified for bid opening. The Response 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 the firm in a contract. Multiple responses **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 responses 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 AGENCY **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 AGENCY. 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 AGENCY 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 ordering AGENCY 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. 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 *Response 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.



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

RESPONSE SIGNATURE 520-16-0004

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:		State:	Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran		
	AR Minority Certification #: _____		Service Disabled Veteran Certification #: _____

VENDOR CONTACT INFORMATION	
<i>Provide contact information to be used for bid solicitation related matters.</i>	
Contact Person:	Title:
Phone:	Alternate Phone:
Email:	

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.
<input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<i>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall** cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

RESPONSE SIGNATURE 520-16-0005

Type or Print the following information.

RESPONDENT'S INFORMATION			
Company:			
Address:			
City:		State:	Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran		
	AR Minority Certification #: _____		Service Disabled Veteran Certification #: _____

VENDOR CONTACT INFORMATION	
<i>Provide contact information to be used for bid solicitation related matters.</i>	
Contact Person:	Title:
Phone:	Alternate Phone:
Email:	

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed.
<input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<i>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

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The signature below signifies agreement that either of the following **shall** cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____