



Arkansas School for Mathematics, Sciences  
& the Arts  
200 Whittington Ave  
Hot Springs, AR 71901

## REQUEST FOR PROPOSAL

RFP Number: <b>FB-ASMSA-24-001</b>	Buyer: <b>Desiree Taggard</b>
Service: <b>ASMSA Facilities Management</b>	Proposal Opening Date: <b>10/09/2023</b>
Date Issued: <b>09/21/2023</b>	Proposal Opening Time: <b>10:00 AM Central Time</b>
Type of Contract: <b>Term</b>	

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS.

The University of Arkansas at Little Rock is conducting this RFP on behalf of the Arkansas School for Mathematics, Sciences & the Arts. Vendors are responsible for delivery of their proposal documents to the Arkansas School for Mathematics, Sciences and the Arts prior to the scheduled time for opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the ASMSA street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<p><b>MAILING ADDRESS:</b> Attn: Purchasing ASMSA 200 Whittington Ave Hot Springs, AR 71901</p> <p>TELEPHONE NUMBER: 501-569-3144</p>	<p><b>VIRTUAL BID OPENING:</b> Registration in advance is required for this meeting: Meeting ID: 916 4140 1435 Meeting Registration Link: <a href="https://asmsa.zoom.us/meeting/register/tJUrc-isrjouGdFilUmDn2uCQPYRTYbzi_Gk">https://asmsa.zoom.us/meeting/register/tJUrc-isrjouGdFilUmDn2uCQPYRTYbzi_Gk</a></p>
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Company Name: \_\_\_\_\_

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

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

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

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

Business Designation (check one):      Individual [  ]      Sole Proprietorship [  ]      Public Service Corp [  ]

Partnership [  ]      Corporation [  ]      Government/ Nonprofit [  ]

**EXECUTION OF PROPOSAL**

Upon signing this RFP, the firm certifies that:

1. He/She has read and agrees to the requirements set forth in this RFP, including specifications, terms, standard conditions, and any pertinent information regarding the services being requested.
2. Unless otherwise noted and explained, the services and qualifications of the responding company meet or exceed all of the requirements specified within the Request for Proposal.
3. The firm will comply with all specifications and requirements as specified herein.
4. As an officer of this organization, I am duly authorized to certify the information provided herein is accurate and true.
5. Firm shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Firm shall disclose any possible conflict of interest with the Arkansas School for Mathematics, Sciences & the Arts or the University of Arkansas at Little Rock, including, but not limited to, any relationship that would cause a conflict of interest with any ASMSA or UALR employee. Response shall disclose if a known relationship that would cause a conflict of interest exists between any principal or employee of your firm and any ASMSA or UALR employee. If no relationship exists that would cause a conflict of interest, this should also be stated below. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.
  - a. No Known Relationship Exists \_\_\_\_\_
  - b. Relationship Exists (Please Explain) \_\_\_\_\_
7. The RFP packet is broken into several sections as follows:
  - a. Response form: First page and Execution of Proposal form.
  - b. Section 1 (Specific Requirements): All requirements regarding service being requested.
  - c. Section 2 (Information for Evaluation): Questions for firms to respond to in their RFP response.
  - d. Section 3 (Response Instructions and Evaluation Criteria): Information on how to put together the RFP response and the criteria that will be evaluated.
  - e. Section 4 (General Information): General procurement information and terms.
  - f. Section 5 (Standard Terms and Conditions)

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Signature:

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**USE INK ONLY. UNSIGNED RESPONSES WILL NOT BE CONSIDERED**

**SECTION 1: SPECIFIC REQUIREMENTS**

**1.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by The Board of Trustees of the University of Arkansas, and University of Arkansas at Little Rock referred as "University" acting for and on behalf of the Arkansas School for Mathematics, Sciences and the Arts ("ASMSA"), is seeking Requests for Proposal for **Facility Management Services** hereafter referred as **ASMSA**.

**1.2 ISSUING OFFICER**

**The issuing officer is the sole point of contact in the selection process.** Vendor questions regarding RFP related matters should be made through the buyer, Desiree Taggard at 501-569-3144 or via email at [dltaggard@ualr.edu](mailto:dltaggard@ualr.edu) See section 1.4 Clarification of RFP and Questions for question submission procedures.

**1.3 TYPE OF CONTRACT**

The contract will be a four (4) year term contract from the date of award. Upon mutual agreement by the contractor and ASMSA, the contract may be renewed on a year-to-year basis, for up to three (3) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

**1.4 CLARIFICATION OF RFP AND QUESTIONS**

If additional information is necessary to enable firms to better interpret the information contained in the RFP, written questions may be sent to the buyer assigned to this RFP. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at firm's risk. Questions should be sent to Desiree Taggard at [dltaggard@ualr.edu](mailto:dltaggard@ualr.edu).

**1.5 PRE-RFP SITE VISIT**

**Site Visit Scheduling Information**

The vendor may perform an optional visit the site(s) of the proposed work and inspect the equipment/site to be operated prior to submitting their RFP offering. On-site tour and inspection shall be coordinated with Joe Meredith by contacting ASMSA at 501-622-5103. Inspection tours shall be conducted during normal working hours. Operation of ASMSA cannot be disrupted while touring the site. The purpose of the visit is to acquaint the vendors with any and all conditions at the site(s).

The Vendor shall not be relieved from assuming all responsibility for properly estimating the difficulties and cost of performing the services required in this specification because of failure to investigate the conditions or be aware of all the information concerning the services to be performed.

**1.6 PRICING**

All charges **must** be included in the Pricing Proposal. To allow time to evaluate proposals prices **must** be valid for 120 days following RFP opening. Pricing must be listed by building (found in Section 1.24 C under equipment). The following buildings and equipment (found in section 1.24 C) will no longer be serviced following the first contract year, pricing listed in pricing proposal will need to be adjusted once these buildings have been vacated and released to the property owner: **Old Hospital Complex – Former Dormitory, Cedar Street Building, Student Union, Library Storage.**

**Bidder(s) must include ALL pricing information in their Pricing Proposal ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Pricing Proposal must also be sealed separately from the electronic version of the technical proposal.**

**NOTE:**

1. ASMSA will not be obligated to pay any costs not identified on the Pricing Proposal.
2. Any cost not identified by the successful Vendor but subsequently incurred in order to achieve successful operation **will** be borne by the Vendor.

**1.7 SCHEDULE OF EVENTS**

ID	Event Description (Letter of the Law)	Date
1	Release of RFP	09/21/2023
2	Site Visit	Optional
3	RFP Submission deadline	As listed on page one of this solicitation document
4	Evaluation complete*	10/10/2023
5	Award Commences*	12/01/2023

\*Anticipated Dates

**1.8 PROJECT BACKGROUND**

As part of its operations, it is necessary that the ASMSA provide a high level of facility maintenance services for the Facilities it operates to ensure that the staff, students and community users of these Facilities have a safe, healthy, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those Facilities.

**1.9 SCOPE OF SERVICES**

The primary objective of the RFP is to ensure the excellence of Facility Management Services for ASMSA located in Hot Springs, AR. The successful contractor will, in conjunction with ASMSA, assure management of all facility related work whether self performed, subcontracted or provided by another agency source is maintained within the scope of the proposed RFP. These specifications are intended to preserve the integrity of the school and business offices operation at ASMSA.

The vendor will provide examples of the Safety, Job Skill, and other training programs offered to its employees. All required training for compliance with OSHA, MSDS, and other regulatory agencies is the responsibility of the vendor. Records of the training will be made available for the inspection of the agency's management.

**1.10 INSURANCE REQUIREMENTS**

The vendor shall maintain liability insurance and shall file certificates of insurance with ASMSA prior to commencement of work. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas. The limits of liability of such insurance shall be written for not less than the following limits:

**A. Workers Compensation**

Workers Compensation as required by the State of Arkansas

**B. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):**

1. Bodily Injury - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
2. Property Damage - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
  - a. Products and Completed Operations Insurance shall be maintained for a minimum period of (1) one year after final payment \$1,000,000.00 aggregate.

- b. Property Damage Liability shall provide X, C, and U coverage
- c. Broad Form Property Damage coverage shall include Completed Operations

**C. Contractual Liability**

- 1. Bodily Injury - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.
- 2. Property Damage - \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.

**D. Personal Injury, with Employment Exclusion deleted, \$1,000,000.00 aggregate**

- 1. Comprehensive Business Automobile Liability (including Owned, Non-Owned, and Hired Vehicles) Bodily Injury and Property Damage – combined single limit of \$500,000 per occurrence.

**NOTE: Failure to file certificates or acceptance by ASMSA of certificate of insurance which do not indicate the specified coverage shall in no way relieve the vendor of his responsibility for maintaining adequate insurance.**

**1.11 PERFORMANCE BOND REQUIREMENTS**

In order to assure full performance of all obligations imposed on a vendor by contracting with ASMSA, the selected vendor will be required to provide a performance security in an amount of at \$50,000 performance bond within 14 calendar days from date of receipt of the written notification of the intent to award a proposal. The form of security required shall be a performance bond in the name of "Board of Trustees of the University of Arkansas acting for and on behalf of Arkansas School for Mathematics, Sciences and the Arts". Such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The UALR Agency Purchasing Official shall award the contract upon acceptance of the performance security.

If a vendor fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the UALR Agency Purchasing Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy ASMSA damages within ten (10) working days, the UALR Agency Purchasing Official may initiate procedures for collection against the vendor's performance security.

In the event of default, and in order to achieve the greatest economy for ASMSA, the UALR Agency Purchasing Official may choose the next highest ranked proposal, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the purchasing laws. The performance security will be released at the end of the contract period.

**1.12 TRAINING**

The Company must have a company-wide, in-place comprehensive training program to include formal skill level upgrade training, recurring training, refresher training, and remedial training. The training program must include formal training courses and on-the-job training.

**1.13 QUALITY CONTROL PROGRAM**

The Company must have a company-wide Quality Control program that includes training and participation of all employees. The Company's Quality Control program will be submitted as part of the proposal.

**1.14 SAFETY PROGRAM**

The Company shall have a company safety program that addresses the hazards associated with the scope of services requested and include the safety program as part of the proposal.

The company shall provide all preventive, predictive, and repair (including major repair) maintenance and operation of all electrical/mechanical and HVAC equipment and associated devices as outlined within this specification. The company shall furnish all personnel, parts, materials, test equipment, tools, and services in conformance with the terms and conditions contained in this specification.

It is the intent of this specification to provide a comprehensive service and maintenance agreement to provide all services required to operate, service, maintain, repair, or replace the mechanical system components which provide comfort environment and the Fire Safety System, including Security components that are a part of ASMSA. Such components as:

- a. Air Handling Units
- b. Fan Coil Units
- c. Terminal Units
- d. Convectors and/or Unit Heaters
- e. Chillers
- f. Pumps
- g. Converters
- h. Cooling towers
- i. Automatic Temperature Control System including existing BMS
- j. Fire safety system devices, panels, etc.
- k. Boilers

This includes manpower requirements for operating (licensed boiler operator on site as required by State Regulations), servicing, maintaining, repairing, or replacing of any components. The bidder shall determine manpower requirements and describe in an appropriate Exhibit attachment.

**1.15 GENERAL OPERATION AND MAINTENANCE SERVICES**

The company shall provide all labor, supervision, tools equipment, materials, and supplies to perform all preventive, corrective, predictive, and repair maintenance on the equipment list provided.

**1.16 TECHNICAL LIBRARY**

The company shall maintain a technical library consisting of all applicable records such as "as built" drawings, equipment O&M manuals, manufacturers spare parts lists, and warranty certificates.

**1.17 SERVICE REQUESTS**

Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint must be responded to in person and, if possible, resolved within two hours of initial receipt of call. Any second call for service/complaint shall be elevated to the Company's senior on-site representative.

**1.18 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

The Company shall utilize a computerized maintenance management system to manage and track all maintenance work. This includes Preventive, Predictive, Periodic and Repair maintenance tasks or functions. All maintenance work orders shall be printed, distributed, completed, and closed out by the Company. The Company must make this information available in routine reports to the Agency representatives.

**1.19 SERVICE DESK**

The Company shall operate a service desk to receive all calls including complaints, repair requests, service requests, and items reported by employees while on building tours or inspections. The Company's dispatcher will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Company shall distribute, complete, and close such work orders.

**1.20 PREVENTITIVE MAINTENANCE**

The Company shall schedule preventive maintenance tasks by computer to assure a uniform and detailed method of scheduling work. Preventive maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Company shall control scheduling the interval of preventive maintenance and task functions to be performed by both calendar periods of operating hours (run time) as applicable to each piece of equipment.

**1.21 PREDICTIVE MAINTENANCE**

The Company must use industry practices and trained personnel to practice predictive maintenance on all mechanical systems. This includes but is not limited to oil spectrum and vibrations analyses, infrared inspections, eddy current testing, water treatment coupon analyses, and nondestructive testing.

**1.22 REPAIR MAINTENANCE**

Repair maintenance includes all repair, replacement, and adjustment of equipment in response to conditions discovered during performance of preventive maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety considerations or possible damage shall be responded to immediately. Repair maintenance in response to occupant requests or complaints shall be resolved as soon as possible but not later than two hours after receipt of the agency request. If for any reason the request/complaint cannot be resolved within the two-hour limit specified, the occupant shall be notified of the delay in person and the occupant shall be given a reasonable time when the work shall be completed.

**1.23 ENERGY SERVICES**

The Company must have proven capability to provide a wide array of energy services including system evaluation for energy reduction potential, operational plans to reduce energy consumption, employee training programs to create an awareness of energy costs and savings potential, utility rate application assistance, utility bill verification procedures, utility consumption tracking to determine cost effects of operational changes, and guaranteed energy savings programs.

**1.24 FACILITY SYSTEMS MAINTENANCE**

Facility systems maintenance includes preventive, predictive, and repair maintenance as well as management for preventative, predictive, repair maintenance, and inspection including but not limited (this list is representative of the equipment) to the following systems and equipment:

**A. Systems:**

1. All HVAC equipment that provides comfort conditioning of the facility
2. All Fire Safety Systems, component devices
4. Backup power generation
5. Plumbing
6. Electrical and lighting

**B. Staff:**

Contractor will provide all personnel required to operate the facility including **ON SITE** management, certified HVAC Technicians, and licensed boiler operators necessary to provide, 24 hour 365 days per year, monitoring of the facilities High Pressure Steam boilers.

**C. Equipment:**

**Old Hospital Complex – Former Dormitory**

1. Basement Mechanical
  - A. 2-250 Ton McQuay Chiller
  - B. 2-40-HP Chill Water Pumps
  - C. 2-15-HP Condenser Water Pumps
  - D. 2-15-HP Hot Water Pumps
  - E. 2-7.5 HP Pump on De-Aerator
  - F. 1-5-HP Pump on De-Aerator
  - G. 1-1.5-HP- Pump on De-Aerator
  - H. 1 -10-HP Quincy Air Compressor – Model 5120-7
  - I. 1-Hankinson Air Dryer – Model 8045
  - J. 2-Domestic Hot Water Generators – Steam
  - K. 3-B & G Pumps – Domestic Hot Water
  - L. 2-Small Pumps on Condenser Water System on Steam Converter for low ambient conditions
  - M. JC1 Pneumatic Control Panels
  - N. 2-Kernite Monitors and Chemical Pumps
  - O. 1-Smoke or Fire Alarm System
  - P. 1-Metasys-Monitor, Keyboard, C446D, Printer, NCM-200
  - Q. 2-Fan Coil Units
  - R. Steam Traps and Steam Regulators
  - S. 1-300HP Kawanee Boiler (Steam)
  - T. 1-85KW Onan Generator Plus Switch Gear
  - U. 1-10-HP Quincy Air Compressor, New in 1998
2. Southeast Mechanical Room #4
  - A. 1-3-ton & 1 Mini Split AC Unit
  - B. 1-2-HP Hot Water Pump
  - C. 2-1/2-HP Condensate Pumps
  - D. 2-1/2-HP Sump Pumps
  - E. 1-Fan Coil Unit
  - F. 1-JCI Panel
  - G. 1-DSC 8500 Panel
  - H. Steam Converter, Steam Regulator and Steam Traps
3. 1<sup>st</sup> Floor – Behind Room 1108
  - A. AHU #8
  - B. 1-5-HP Fan Motor
  - C. 1-JCI Panel
  - D. 1-DSC 8500 Panel
4. 2<sup>nd</sup> Floor – Behind Former Gym
  - A. AHU #9
  - B. 1-2-HP Fan Motor
  - C. AHU #10
  - D. 1-2-HP Fan Motor
  - E. 1-DSC 8500 Panel
5. 1<sup>st</sup> Floor – Southwest Mechanical Room
  - A. All New Fan Coil Units on 1<sup>st</sup> Floor East
  - B. 1-2-HP Hot Water Pump
  - C. 2-1/3-HP Steam Condensate Return Pumps
  - D. 1-JCI Panel
  - E. 1-DSC 8500 Panel



- F. Steam Converter, Steam Regulator, Steam Traps & Relief Valve
6. Northwest Mechanical Room – Under Former Cafeteria
  - A. AHU #13 – Ground Level
  - B. 1-20-HP Fan Motor
  - C. 1-1/4-HP Domestic Hot Water Pump for Kitchen
  - D. 1-2/3-HP Steam Condensate Pumps
  - E. 1-JCI Panel
  - F. 1-DSC 8500/Slave Panel
  - G. 1-JCI/DSC Combination Panel
  - H. Steam Converter, Steam Regulators, Steam Traps & Relief Valves
  - I. AHU #14 – Upstairs Level
  - J. 1-10-HP Fan Motor
  - K. Return AHU #10 – Upstairs Level
  - L. 1-3-HP Fan Motor
  - M. Exhaust AHU #1 – Upstairs Level
  - N. 1-5-HP Fan Motor
  - O. 1-JCI Panel
  - P. 1-2-HP Fan Motor for In-Line Exhaust Fan through Access Door to Under Building
  - Q. 1-75KW Onan Generator
7. Mechanical Room – 6<sup>th</sup> Floor
  - A. AHU #2
  - B. 1-15-HP Fan Motor
  - C. 1-15-HP Chill Water Pump
  - D. 1-7.5-HP Condenser Water Pump
  - E. 2-5-HP Motors for Devilbiss Air Compressor
  - F. JCI Air Dryer – Model A-421
  - G. 3-7.5-HP Pump on De-Aerator
  - H. 1-HP Pump on De-Aerator
  - I. 2-Kewanee Boilers – 200 HP, 150# Steam
  - J. 1-DSC 8500 (2) Slaves
  - K. 1-JCI/DSC Combination Panel
  - L. 1-JCI Panel
  - M. 1-DSC 8500 Panel
  - N. 1-Kernite Monitor with 3 Chemical Pumps
  - O. 1-5-HP Hot Water Pump
  - P. 2-1/3-HP Steam Condensate Return Pumps
  - Q. Steam Converter, Steam Regulator, Steam Traps & Relief Valves
8. East Roof
  - A. 1-30KW Onan Generator
  - B. 1-170KW Onan Generator
9. North Roof
  - A. 2-Marley Cooling Towers
  - B. 2-15-HP Fan Motor
10. Upper Roof
  - A. Small Exhaust Fans – (Approximately 50)
11. Mechanical Room 8
  - A. AHU #11
  - B. 1-5-HP Fan Motor
  - C. 1-JCI Panel
  - D. 1-DSC/Slave

**Cedar Street Building**

- A. AHU #5
- B. 2-1/3-HP Condensate Return Pumps – Used and Under Contract
- C. 1 JC1 Panel
- D. 1 DSC/Slave

**Administration Building**

- 1. Mechanical Room #1
  - A. 2-Carrier Chillers
  - B. 1-15-HP Condenser Pump
  - C. 1-10-HP Chiller Water
  - D. 1-7.5 –HP Hot Water Pump
  - E. 1-114-HP Domestic Hot Water Pump
  - F. 1-Raypak Boiler for Domestic Hot Water
  - G. 1-Peerless Boiler for Heating Hot Water
  - H. 2-1.5-HP Condensate Return Pumps
  - I. 1-Kernite Monitor and 3 Chemical Pumps
  - J. 1 UMC Control Station
  - K. 1-30HP Return Fan Motor
- 2. Mechanical Room #2
  - A. 1-Johnson Controls Air Dryer – Model A-2010-1
  - B. 1-Quincy Dual Air Compressor
  - C. 2-5-HP motors
  - D. AHU #2
  - E. 1-15-HP Fan Motor
  - F. Return AHU #2
  - G. 1-3-HP Fan Motor
  - H. UMC Controls
- 3. Mechanical Room #3
  - A. 1-3-HP Return Air Fan Motor
  - B. Electrical Motor Control Panels
  - C. 1 85KW Onan Generator Located in Parking Lot
  - D. 1-Switch Gear Located in Basement
- 4. Administration Roof
  - A. 1-Marley Cooling Tower
  - B. 1-10-HP Motor

**Student Union**

- A. 2 Condensate Return Pumps and Motors
- B. 1 AHU
- C. 2 Package A/C Units 35 Ton

**Library Storage**

- A. Heating/Cooling Unit Intended for Library Computer Area – Design Errors Creates Problems when fully utilized.

**Miscellaneous**

- 1. All VAV Boxes

2. All fan coil units in main buildings (dorm rooms, classrooms, etc.)
3. Water treatment: for boilers and chillers covered by this RFP
4. All Siemens and KMC building automation controls including annual software updates

**Student Center:**

- A. 1 Trane air cooled chiller
- B. 3 AHUs
- C. ERUs/Fresh air units
- D. 2 chilled water pumps
- E. 2 heating water pumps
- F. 2 boilers
- G. Heat exchangers for domestic hot water
- H. 6 VFDs
- I. 2 domestic hot water pumps
- J. All VAVs and FCUs

**Creativity and Innovation Complex (CIC):**

- A. Split tonnage Condensers
- B. AHUs
- C. 12 Split dx condensers
- D. 12 95% gas furnaces
- E. 1 Samsung Mini split server room unit

**Selig Hall & Auditorium:**

- A. 2 DOAS fresh air units (Electric Heat)
- B. 1 AHU
- C. 1 VFD
- D. 1 air cooled chiller
- E. 49 FCUs (Electric Heat)
- F. 11 Exhaust fans
- G. 4 radiant wall mounted heaters (Electric)

**1.24 OZONE DEPLETING SUBSTANCES**

The Company shall insure that all Ozone Depleting Substances encountered during maintenance/repair or servicing of HVAC equipment are captured and recycled or disposed of by environmental safety methods in accordance with applicable regulations.

**1.25 CHILLED WATER SYSTEM**

Chiller maintenance service, repair or replacement shall comply with EPA requirements regarding refrigerants. This includes annual inspections and major overhaul; heat exchangers, pumps, valves, and accessories.

The Company shall provide all service, maintenance, repairs, or replacement as required to insure the chillers will generate chilled water as the building load requires. This will include any refrigerant required to maintain proper charging. Repair and/or adding refrigerant shall comply with all EPA requirements. The Company shall verify the type of refrigerant required for each chiller and shall insure that no CFC refrigerant is vented to the atmosphere. Any adding of CFC refrigerant shall comply with EPA

requirements. The Company may utilize CFC refrigerant as deemed necessary to maintain proper operation (complying with EPA requirements), or may at any time retrofit the chillers to a non-CFC refrigerant. Retrofit from CFC refrigerant to a non-CFC refrigerant shall be done at the expense of the Company. The Company shall determine when a retrofit shall be accomplished as required by EPA requirements. All costs associated with a retrofit are at the expense of the Company. The Company shall advise ASMSA before initiating retrofit of any chiller. The Company shall insure that provisions are implemented to insure sufficient capacity (tonnage) is maintained to carry the chilled water building load. Measures shall be taken to insure that the total capacity is not reduced by the implementation of a CFC retrofit. Additional chilled capacity shall be added if CFC retrofit reduces capacity affecting the building load capability. Any added capacity required shall be at the expense of the Company. The Company shall provide all the record keeping required by EPA regulations for all chillers covered by this RFP. Duplicate copies shall be furnished to the Director of ASMSA. Chilled maintenance service will be provided for the following:

- A. Condensed Water System - Cooling towers, heat exchangers, pumps, valves, filters, and accessories;
- B. Hot Water System - Boilers, pumps, fan coil units, unit heaters, fin tube radiation, coils, valves, and accessories;
- C. Compressed Air System - Air compressors, air dryers, piping, valves, and accessories;
- D. Water Treatment System - Pumps, tanks, feeders, controls, valves, and accessories;
- E. Air Conditioning System - AC units, HV units, fans, coils, filters, humidifiers, air terminal units, air outlets, ductwork, connections to mechanical equipment, dampers, condensate system, controls, and accessories;
- F. Ventilation System - Fans, filters, air outlets, ductwork, connections to mechanical equipment, and accessories including supply, make-up, and exhaust air systems;
- G. Potable and Non-Potable Water Systems - Pumps, filters, softeners, purifiers, drains, sewage pumps, fixtures and related plumbing components.

Occupant requests/complaints such as “too hot, too cold, noisy, leaks, odors, etc.” are all considered normal repair maintenance and must be responded to and/or resolved within two hours of receipt of call.

Company will provide labor for service, maintenance, and repair of plumbing fixtures (i.e. faucets, drains, valves, and fixtures); however, the cost of a replacement fixture (i.e. faucet or valve) will be borne by ASMSA. Company shall advise the designated representative for ASMSA of the need to replace a fixture and the cost for the new fixture. ASMSA will authorize the Company to invoice ASMSA for the fixture or ASMSA may supply the fixture for installation by the Company.

#### **1.26 ELECTRICAL AND MECHANICAL SYSTEMS MAINTENANCE SERVICES**

Electrical and mechanical systems maintenance services including preventive and repair maintenance for all electrical and mechanical systems including but not limited to the following systems:

A. Secondary Power Systems

Switch gear, motor control centers, motor starters, disconnects, panel boards, circuit breakers, transformers, computer distribution units, wiring, devices, receptacles, and accessories associated with the mechanical equipment, life safety equipment, and security equipment described and covered by this RFP.

B. Lighting Systems

Panel boards, circuit breakers, transformers, lighting relays and controls, infrared and ultrasonic sensors, lighting dimmer controls, light fixtures, ballast, bulbs and tubes, switches and accessories.

C. Emergency Generator System

Diesel generators and controls including annual inspection and major overhaul, transfer switches, switch gear, panel boards, wiring, devices and accessories.

D. Piping and Wiring

Piping and wiring in chases, horizontal and vertical runs, and in equipment rooms is not covered by this RFP. However, piping and wiring is to include connections at equipment, unions, flexible connections, and flanges that are within three (3) feet of the equipment are the responsibility of the Company

**1.27 UNINTERRUPTED POWER UNIT SYSTEM**

The batteries, transfer switches, wiring, devices, and accessories included in annual inspection and major overhaul. Inoperative lights, switches, and receptacles are all considered part of normal repair maintenance and must be responded to and/or resolved within two hours of receipt of call.

Automatic Temperature Controls (ATC)/Building Management System (BMS) Maintenance Services.

ATC/BMS maintenance includes preventive and repair maintenance including but not limited to the following:

- A. Pneumatic Controls System - Air compressors, air dryer motors, sensors and sensing elements, controllers, operators, positioners, thermostats, humidistats, dampers, valves, piping and accessories.
- B. Electronic Control System - Field instruments and devices, wiring, and accessories.
- C. Computer System - Hardware, software, and accessories.

**1.28 FIRE AND SAFETY SYSTEMS MAINTENANCE SERVICES**

Fire and life safety system maintenance includes preventive and repair maintenance, documented inspections, including but not limited to the following:

- A. Fire and Smoke Detection Equipment - Fire detectors, smoke detectors, manual pull stations, alarm bells and lights, enunciators, speakers, flow detectors, flow switches, valve switches, devices and accessories.
- B. Fire Suppression Systems - Fire pumps and controls, jockey pumps, sprinklers (wet/dry), manual fire extinguishers, piping, valves, and accessories.

C. Halon Fire Extinguishing System - Halon storage tanks, manual pull stations, abort switches, alarm bells and lights, control panels, enunciators, speakers, piping, valves, external wiring to equipment and devices

**1.29 ELEVATORS**

The Company will be responsible for lighting in the cabs. The Company will also be responsible for air condition of the penthouse control areas.

**1.30 FACILITIES OPERATIONS**

Hours of operation are continuous, 24 hours per day, seven (7) days per week.

Operation of the facility (ASMSA) shall be established and determined by the school schedule of operation as defined by the Director of ASMSA and must accommodate allowing the Director flexibility in planning the schedule for the school operation.

Hours during special events will be established in advance and the selected contractor will be notified in sufficient time to plan and provide the require services. Special services shall be defined to mean services that might be required by ASMSA that are not required by this RFP such as additional electrical wiring.

**1.31 AGENCY RESPONSIBILIITES**

The agency, ASMSA, shall furnish adequate office space for the contractor's manager to conduct employee related matters, (i.e., interviews, disciplinary actions, etc.) and other personnel specified to be necessary; storage for parts and supplies; and vehicle parking as necessary subject to approval by the agency; ASMSA.

**1.32 MANAGEMENT REPORTS**

Management reports must be provided in electronic and hard copy format at regularly scheduled intervals to the agency's staff showing current operational and fiscal status, problems, and proposed resolutions. Management's reports shall consist of, but will not necessarily be limited to the following:

- K. Monthly baseline reports on mechanical and maintenance functions, to include scheduled and unscheduled activities, troubles or incidents, resolutions, staff accountability, and log of the building management system.
- L. Weekly all points log of the building management system with a written analysis and/or explanation of points which are not operating within acceptable parameters; i.e., alarms, off conditions.
- M. Documents showing operating characteristics of mechanical equipment, run time with costs analysis reflecting operating times, manpower analysis and availability, problem resolution to include analysis of response time and their status.

Proposals may include additional or alternative suggestions based on experience in similar contracts and/or facilities. However, any options must be explained in detail if they are to be considered.

**1.33 GENERAL CONDITIONS**

The contractor will be responsible to manage all facility related work whether self performed, subcontracted, or provided by another agency source. The contractor will cooperate with all other departments or contractor's resident at the facility.

The contractor is expected to comply with all EPA requirements in the operation of the facility. The contractor shall make all efforts to be environmentally conscious and shall make all efforts to preserve the environment and recycle materials in their area of responsibility.

The contractor is expected to supply all tools, equipment, materials and supplies necessary to complete the services specified in the Specification. All tools, parts, equipment, materials and supplies, documentation, software, and computer equipment purchased for this project by the various incumbent Contractors, considered State property, will remain for use by the selected contractor(s).

The contractor will furnish sufficient, qualified, trained, and experienced personnel to perform the obligations under this contract.

The contractor will also provide such personnel as the agency shall require for special services which cannot be performed by personnel normally assigned to the facility. Special service shall be defined to mean services that might be required by ASMSA that are not required by the RFP such labor associated with set up for special services.

The personnel employed by the contractor at the agency's facilities will at all times remain the employees of the contractor. All employees of the contractor assigned to duties at the agency's facilities must be acceptable to the agency. The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building. The contractor shall also be responsible for any loss or damage to the State's property of others due to the contractor's personnel and shall make good, at his own expense, such loss or damage.

The contractor's Project Supervisor must be on-site and available during the agency's designated working hours to insure problems, reports, planning, working conditions, complaints, coordination, and any other necessary matters in connection with the work are satisfactorily attended to. The Project Supervisor must have the ability and authority to act for the contractor in matters related to the contract. The Project Supervisor will perform daily site inspections and create work orders for work to be accomplished. The Project supervisor will cause the staff to look for and report any items or locations broken, dirty or unsecured, to be cured by the contractor's staff.

Each of the contractor's personnel shall be responsible for reporting any suspicious event or presence to the agency. This includes any unusual circumstances found while performing the tasks required by this RFP. Contractor's personnel will report any broken, vandalized, or damaged property regardless of its nature to the designated ASMSA staff representative.

All employees of the contractor will be required to wear neat, clean, uniforms bearing the contractor's firm name over the breast pocket during duty hours. Uniforms will be furnished and maintained by the contractor but the color and design will be approved by the agency.

ASMSA is a tobacco-free facility as required by Arkansas School law. Consumption of tobacco products of any kind is not allowed on ASMSA property at any time by any person. Use of tobacco products in ASMSA vehicles is prohibited at all times. Contractor's employees will be required to observe this tobacco-free workplace policy.

The contractor will make every effort to complete the assigned tasks without disruption to the facilities occupants. Routine services such as preventative maintenance tasks will be scheduled during off hours whenever possible and coordinated with the agency representative.

The Contractor will obtain and maintain insurance coverage and supply copies of current certificates of insurance to the agency prior to starting work under this RFP. (Reference 1.10 Insurance Requirements) The policies must include the agency as a named insured and include a provision that the insurer will give the agency at least thirty (30) days prior written notice of a material change in, or cancellation of,

such insurance. Insurance coverage specified under this contract shall not be considered as relieving the contractor of his responsibility to carry, at his expense, such additional insurance as he deems necessary.

The contractor will be considered the prime contractor for the scope of work outlined the RFP, the attachments, and exhibits. The agency expects the contractor to perform no less than eighty (80%) percent of the total dollar value of the contract. Subcontracting will be limited to no more than twenty (20%) of the total dollar value of any contract issued as a result of the RFP, unless prior written authorization is granted by the agency.

**1.34 PERFORMANCE MEASURES**

<b>Milestone Payment Contracts</b>	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to ASMSA may be required
	Contract may be cancelled



**SECTION 2: INFORMATION FOR EVALUATION**

The following elements of the RFP are designed to illustrate firm qualifications and abilities in providing the services envisioned under this RFP. Each item should be addressed as written.

**2.1 PROJECT APPROACH**

The proposal shall include enough information to illustrate a clear understanding of what ASMSA requires to meet its Facilities Management goals. The proposal shall also include enough information to clearly demonstrate the proposed solution.

**2.2 EXPERIENCE, BACKGROUND AND QUALIFICATIONS**

1. The firm should describe its related experience. Firms should document experience with other governmental entities and schools similar to ASMSA.
2. Provide information regarding successful programs of a similar nature.
3. State the size of the firm and the location(s) of the office from which the work on this engagement is to be performed.
4. Provide your statement of confidentiality policy and record keeping process regarding confidential information collected by the solution.

**2.3 STAFFING**

1. Identify staff who would be assigned to the engagement.
2. Indicate how the quality of staff over the term of the agreement will be assured.

### **SECTION 3: RESPONSE INSTRUCTIONS AND EVALUTION CRITERIA**

The vendor should address each item listed in this RFP to be guaranteed a complete evaluation. After initial qualification of responses, selection of the recommended qualified vendor will be determined in committee by evaluation of several factors.

Submission of a response implies firm acceptance of the evaluation technique and firm recognition that good-faith judgments must be made by the Arkansas School for Mathematics, Sciences & the Arts (ASMSA) Evaluation Committee during the assignment of rating points.

Other staff and consultants of ASMSA or UALR may also examine documents.

The UALR Procurement Services Department will evaluate all responses to ensure all requirements are met.

Responses meeting the mandatory requirements will then be evaluated by an ASMSA Evaluation Committee for qualifications. The recommended firm will be selected on the basis of the response that receives the highest cumulative point total as defined in the evaluation criteria. If an agreement cannot be made between ASMSA and the highest ranked vendor, UALR will move to the next highest ranked vendor to negotiate.

The Arkansas School for Mathematics, Sciences & the Arts' decision shall be final.

#### **3.1 FIRM RESPONSE REQUIREMENTS**

The response should present a complete AND detailed description of the vendor's qualifications to perform and its approach to carry out the requirements as set forth in the RFP.

1. **Firms must submit one (1) signed original RFP response on or before the date specified on page one of this solicitation document.** Failure to submit the required signed original **will** be cause for rejection. If UALR/ASMSA requests additional copies of the response, they should be delivered within 24 hours of request.

Vendor(s) should submit three (3) complete electronic copies of the RFP response on a flash drive, preferably in PDF, on or before the date specified on page one of this solicitation document.

2. Vendor(s) **must** also submit 1 (one) original pricing proposal. **Do not include any pricing on the technical proposal copies, including the electronic copies. Pricing must be separately sealed from the technical proposal response and clearly marked as pricing information.**

Vendor(s) should submit one (1) complete electronic copies of their pricing proposal on a flash drive, preferably in PDF, on or before the date specified on page one of this solicitation document. **Do not include any pricing on the technical proposal copies, including the electronic copies. Pricing must be separately sealed from the technical proposal response and clearly marked as pricing information.**

The Firm(s) response should be arranged in the following order:

1. Response Form including any addendums
2. Table of Contents
3. Project Approach (Section 2.1)
4. Experience, Background and Qualifications (Section 2.2)
5. Staffing (Section 2.3)

The original response and all copies should be indexed and tabbed with the above sections clearly marked. The vendor should make the response easy for the evaluators to read and reference.

The vendor should present a detailed description of all services proposed in response to this RFP. It is the vendor's responsibility to make sure that all services are adequately described in order for ASMSA to determine and verify the vendor's ability to provide a solution that fulfills the requirements of the RFP.

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Vendors should not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the firm response or as attachments to the response.

**TABLE OF CONTENTS**

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the response.

<b>Evaluation Criteria:</b>	<b>Points</b>
Project Approach	40
Experience, Background and Qualifications	30
Staffing	10
Price	20
<b>Total Possible Points</b>	<b>100</b>

**Scoring:**

XX points will be awarded to the lowest grand total cost in Section 1 of the Price Sheet. Remaining proposals shall receive points in accordance with the following formula:  $(A/B)*(C) = D$

- A=lowest grand total cost (Section 1) proposal in dollars
- B=second (third, fourth, etc.) lowest grand total cost (Section 1) proposal in dollars
- C=maximum cost points possible
- D=number of points scored for that particular proposal

**SECTION 4: GENERAL INFORMATION**

These General Terms and Conditions shall be made a part of and govern any Contract/Purchase Order resulting from this Request for Proposals.

**4.1 PREPARATION OF PROPOSALS**

Each proposal should be prepared simply and economically, providing a straightforward and concise description of Vendor's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP requirements.

**4.2 ACCEPTANCE OF PROPOSALS**

- a. The University/School reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and to award the agreement to the most responsive responsible vendor.
- b. Additionally, all vendors are hereby notified that the University/School shall consider all factors it believes to be relevant in the selection of the most responsive responsible offer including, but not limited to, the ability to perform the agreement.
- c. Proposals are to be valid for a minimum of 120 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.
- d. Failure to comply with the requirements contained in this RFP may result in the rejection of the bid.
- e. The Vendor agrees to protect the School from claims involving infringement of patents or copyrights.
- f. The Vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract(s) resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the Commercial Code Ann. Sec. 15.01, et seq. (1967).
- g. Questions should be directed to the official(s) identified in this Request for Proposal.
- h. Bids and any other information submitted by Vendors in response to this RFP shall become the property of the University/School. The School will not provide compensation to Vendors for any expenses incurred.
- i. Bids which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the School at its option.

**4.3 TIME OF PERFORMANCE**

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and rendering of services set forth in this RFP.

**4.4 DEFAULT**

- a. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the School, the School may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, the School shall have the right to cancel the contract upon thirty (30) days written notice.
- b. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the School shall not limit any other right or remedy available to the School by law or in equity.

**4.5 INDEMNIFICATION**

Under Arkansas law, the Arkansas School for Mathematics, Sciences & the Arts may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the School and its employees or agents in the performance of this Agreement, the School agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take

any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the School reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

**4.6 PERMITS AND LICENSES**

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

**4.7 PRICE DECREASE**

In the event of a price decrease, the School shall be guaranteed full benefit of any savings that may occur during the term of this contract.

**4.8 TERMINATION**

- a. The agreement may be terminated, without penalty, by the School without cause by giving 30 days written notice of such termination to the contractor.
- b. In no event shall such termination by the School as provided for under this Section give rise to any liability on the part of the School including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The School's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

**4.9 INDEPENDENT VENDOR STATUS**

Vendor agrees that its employees and agents have no employer-employee relationship with the School (refer to Contract/Disclosure Form). The School shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the School furnish any medical or retirement benefits or any paid vacation or sick leave.

**4.10 RIGHT TO AUDIT**

At any time during the term of the agreement and for a period of four (4) years thereafter the School's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by the School reveals any errors/overpayments, the Vendor shall refund the School the full amount of such overpayments within thirty (30) days of such audit findings, or the School at its option, reserves the right to deduct such amounts plus interest owed the School from any payments due Seller.

**4.11 ACCEPTANCE OF PRODUCTS AND SERVICES**

All services performed under this agreement shall be to the satisfaction of the School and in accordance with the specifications, terms, and conditions of the agreement. The School reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

**4.12 NON-DISCLOSURE**

Vendor and the School acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether directly or indirectly affiliated with Vendor or the School, unless required by law.

**4.13 PUBLICITY**

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the School name in connection with any sales promotion or publicity event without the prior express written approval of the School.

**4.14 SEVERABILITY**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**4.15 NON-WAIVER OF DEFAULTS**

Any failure of the School at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the School at any time to avail itself of same.

**4.16 CONTRACT INFORMATION**

- a. The Arkansas School for Mathematics, Sciences & the Arts may not contract with another party:
  - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
  - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
  - iii. To indemnify, defend, or hold harmless any party for any liability and damages
  - iv. Upon default, to pay all sums to become due under a contract
  - v. To pay damages, legal expenses or other costs and expenses of any party
  - vi. To continue a contract once the equipment has been repossessed
  - vii. To conduct litigation in a place other than Pulaski County, Arkansas
  - viii. 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 Arkansas School for Mathematics, Sciences & the Arts should:
  - i. Remove any language from its contract which grants to it any remedies other than:
    - The right to possession
    - The right to accrued payments
    - The right to expenses of de-installation
    - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
  - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
  - iii. Include in its contract that the laws of the State of Arkansas govern the contract
  - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- c. The Arkansas School for Mathematics, Sciences & the Arts may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

**4.17 GOVERNING LAW**

This agreement shall be construed and governed by the laws of the State of Arkansas.

**4.18 RFP 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 RFP 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 UALR/ASMSA 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.

**4.14 PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to:

ASMSA  
Attn: Accounts Payable  
200 Whittington Ave  
Hot Springs, AR 71901

Payment will be made in accordance with applicable ASMSA accounting procedures upon acceptance by ASMSA. ASMSA may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the Contractor has successfully satisfied ASMSA as to the services rendered. Vendor should invoice ASMSA by an itemized list of charges.

**4.20 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 principles of accounting and other specified ASMSA policies. Access **will** be granted upon request, to ASMSA, State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to ASMSA 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.

**4.21 PROPRIETARY INFORMATION**

ASMSA will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until after Contract Execution, ASMSA will also rely on an FOIA exemption to withhold the certified bid tabulation until after Contract Execution. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and ASMSA will assess the validity of said claim in advance of any release.

**4.22 RESERVATION**

This RFP does not commit ASMSA to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

**4.23 PRIME CONTRACTOR RESPONSIBILITY**

Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor **must** be identified as the prime contractor in each proposal. The prime contractor **will** be responsible for the contract and **will** be the sole point of contact with regard to the software and services described herein.

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

**The Contractor shall give ASMSA 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 ASMSA.**

**4.24 DEFINITION OF TERMS**

ASMSA has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS". The words "bidder" and "vendor" are used as synonyms in this document.

**4.25 CONDITIONS OF CONTRACT**

The successful Vendor **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 this contract which in any manner affect the completion of the work.

**4.26 STATEMENT OF LIABILITY**

ASMSA will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Contractor-owned items to be delivered or to be used in the installation of deliverables. The Vendor **shall** be required to retain total liability until the deliverables have been accepted by the "authorized ASMSA official." At no time will ASMSA be responsible for or accept liability for any Vendor-owned items.

**4.27 AWARD RESPONSIBILITY**

The University of Arkansas at Little Rock will be responsible for award of any resulting contract. ASMSA shall be responsible for the administration of any resulting contract.

**4.28 NONCOLLUSION**

By submission of a proposal response, the bidder(s) certifies that in connection with this RFP: The bidder has not been a party to any collusion among bidder(s) in the restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official or employee of ASMSA as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or, in any discussion between bidders and any official of ASMSA concerning exchange of money or other things of value for special consideration in the letting of a contract.

**4.29 CONFIDENTIALITY**

The Vendor **shall** be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

**4.30 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.



## **SECTION 5: STANDARD TERMS AND CONDITIONS**

### **5.1 PREPARATION OF PROPOSALS**

- a. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- b. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- c. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the proposal request is descriptive only, not restrictive, and used to indicate the type and quality desired. 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 University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal request. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the request.
- d. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- e. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

### **5.2 SUBMISSION OF PROPOSALS**

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

### **5.3 ACCEPTANCE OF PROPOSALS**

- a. The University reserves the right to accept or reject all or any part of a proposals or any and all proposals, to waive any informality, and to award the proposals to best serve the interest of the School.
- b. If a bidder fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

### **5.4 ERROR IN BID**

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

### **5.5 AWARD**

- a. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- b. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- c. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Proposals results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the School.

### **5.6 DELIVERY**

- a. The Request for Proposals will show the number of days to place a commodity in the University/School designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University/School has the right to extend delivery if reasons appear valid.

- b. Delivery shall be made during School work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
- c. Packing memoranda shall be enclosed with each shipment.

**5.7 ACCEPTANCE AND REJECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**5.8 TAXES AND TRADE DISCOUNTS**

- a. Do not include state or local sales taxes in bid price.
- b. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

**5.9 DEFAULT**

- a. Back orders, default in promised delivery, or failure to meet specifications authorize the School to cancel this contract to the defaulting contractor. The contractor must give written notice to the School of the reason and the expected delivery date.
- b. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**5.10 WAIVER**

The School reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the School, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

**5.11 CANCELLATION**

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the School to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the School does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

**5.12 ADDENDA**

- a. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
- b. Only written addenda is part of the bid packet and should be considered.

**5.13 ALTERNATE BIDS**

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

**5.14 BID OPENINGS**

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**5.15 DEBRIS REMOVAL**

All debris must be removed from the School after installation of said equipment.

**5.16 LACK OF FUND**

ASMSA may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the School. If the School 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 claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.

**5.17 DISCRIMINATION**

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

**5.18 INVOICING**

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to ASMSA Accounts Payable.

**5.19 PRICING**

Bidders must quote FOB inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are firm and, thus, are not subject to escalation unless otherwise stated in the RFP. Unless otherwise specified, the bid must be firm for acceptance for 120 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the RFP.

**5.20 GUARANTY**

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

**5.21 STORAGE**

ASMSA will be responsible for storage if the contractor delivers within the time required and ASMSA cannot accept delivery.

**5.22 VARIATION IN QUANTITY**

ASMSA assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the ASMSA purchase order.

**5.23 STATE PROPERTY**

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of ASMSA and the State and shall be kept confidential, used only as expressly authorized and returned to ASMSA at the contractor's expense. Commodities must be properly identified by description when returned.

**5.24 PATENTS OR COPYRIGHTS**

The contractor agrees to indemnify and hold ASMSA and UALR harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

**5.25 ASSIGNMENTS**

Any contract entered into pursuant to the RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**5.26 OTHER REMEDIES**

In addition to the remedies outlined herein, the contractor, ASMSA and UALR have the right to pursue any other remedy permitted by law or in equity.

**5.27 CONTINGENT FEE**

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

**5.28 ANTI-TRUST ASSIGNMENT**

As part of the consideration for entering into any contract pursuant to the RFP, the bidder named on the front of the RFP acting herein by the authorized agent, hereby assigns, sells and transfers to ASMSA and UALR 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.

**5.29 CLARIFICATIONS**

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. UALR will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this RFP must be addressed to UALR Procurement Services, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)

**5.30 PROPRIETARY INFORMATION**

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of ASMSA and UALR when submitted in response to this RFP. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

**5.31 PRODUCT INFORMATION**

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

**5.32 TERMS AND CONDITIONS**

To be considered, bidders must include as part of their bid all of the provisions of this RFP. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this RFP and the bidder's response.

**5.33 MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native

American, Asian, and Pacific Islander.” The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

**5.34 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES**

In accordance with Ark. Code Ann. § 25-1-1002, the respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.

1. The preceding does not apply to:
  - a. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
  - b. An agreement with a total potential value of less than \$75,000, or
  - c. A contract under which the supplier’s price for the goods or services is at least 20% less than the lowest certifying business.

**5.35 RESTRICTION OF CONTRACTS WITH SCRUTINIZED COMPANIES**

1. In accordance with Ark. Code Ann. § 25-1-1001, the respondent certifies that the government of the People’s Republic of China (“PRC”) does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of the bidder or in a subcontractor to be employed by the bidder.
2. A “scrutinized company” is an entity in which the People’s Republic of China holds 51% or greater ownership and includes any for-profit parent, subsidiary, or affiliate of such a company.
3. This restriction applies regardless of the source of the funds but does not apply to exempt commodities and services.

**5.36 CONTRACT INFORMATION**

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.

ARKANSAS SCHOOL FOR MATHEMATICS, SCIENCES AND THE ARTS  
REQUEST FOR PROPOSAL



**ARKANSAS  
SCHOOL**  
FOR MATH,  
SCIENCES,  
+ THE ARTS

Arkansas School for Mathematics, Sciences and the Arts  
200 Whittington Avenue  
Hot Springs, AR 71901

**OFFICAL BID PRICE SHEET**

Item	Description	QTY	Unit of Measure	Unit Price	Extended Price
1	Old Hospital Complex – Former Dormitory	1	Month		
2	Cedar Street Building	1	Month		
3	Administration Building	1	Month		
4	Student Union	1	Month		
5	Library Storage	1	Month		
6	Miscellaneous	1	Month		
7	Student Center	1	Month		
8	Creativity and Innovation Complex (CIC)	1	Month		
9	Selig Hall & Auditorium	1	Month		