

REQUEST FOR PROPOSAL

ASSESSMENT, CLEANING, AND  
RESTORATION  
OF HVAC SYSTEMS

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) FOR

EXISTING BUILDINGS  
UNIVERSITY OF ARKANSAS  
FAYETTEVILLE, ARKANSAS



UNIVERSITY OF  
ARKANSAS®

MARCH 19, 2021



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CONSULTING ENGINEERS, INC

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# 00100 – NOTICE FOR PROPOSALS

1. The University of Arkansas is requesting proposals from qualified equipment Vendors to furnish Assessment, Cleaning, and Restoration services of existing HVAC systems for campus construction and renovation projects at the University of Arkansas in Fayetteville. The intent of the University of Arkansas is to award one contract for Indefinite Delivery and Indefinite Quantity (IDIQ) of equipment specified in the Request for Proposals (RFP.)
2. Quantities and specific sizes and/or types of equipment described in the Request for Proposal are estimates only for the purposes of evaluation of proposals, and the University of Arkansas reserves the right to purchase more or less equipment at any time during the term of the contract. The initial contract term will be one year, but the University of Arkansas may renew the contract annually up to six (6) additional years.
3. A virtual Pre-proposal Conference will be held on April 6, 2021 at 10:00 a.m. local time. Interested vendors should request an invitation to the virtual Pre-Proposal Conference from Terry Jacks, P.E. ([tjacks@pettitinc.com](mailto:tjacks@pettitinc.com)) with Pettit & Pettit Consulting Engineers, Inc.
4. The sealed Proposal will be due in the Office of Facilities Management, The University of Arkansas, 521 S. Razorback Road, Fayetteville, Arkansas 72701, not later than 1:00 p.m. on April 20, 2021, at which time the sealed RFP will be opened. Eight (8) fully recyclable printed sets and one (1) electronic set of the complete proposal will be required.
5. Proposals will be received and acknowledged by Purchasing Services in a public opening. Proposals will be privately evaluated by the selection team. Vendors submitting Proposals will be notified of selection within sixty (60) calendar days after designated closing time for the receipt of Proposals. Upon request Vendors may be required to present an overview of the proposals to the UAF evaluation and selection team.
6. The full Request for Proposals (RFP) is available for download at <http://planning.uark.edu/rfq>. Copies of the RFP may also be obtained from the office of Pettit & Pettit Consulting Engineers, Inc., 201 East Markham, Suite 400, Little Rock, AR, 72201; phone (501) 374-3731.

END OF SECTION

# 00200 – INSTRUCTIONS FOR PROPOSERS

1. Project Scope Overview: The scope of services provided by the Vendor under this RFP shall be the supply of Assessment, Cleaning, and Restoration Services for existing ductwork systems located on the Fayetteville campus of the University of Arkansas. Include delivery, installation, necessary training for Owner's personnel, and warranty.
2. It is the intent of the University of Arkansas (UA) to contract for the supply of Assessment, Cleaning, and Restoration Services for existing ductwork systems for a period of one (1) year, beginning on the date of issue of the written University of Arkansas Purchase Order or Contract, with annual options to renew the contract for additional one (1) year periods up to six (6) renewals at the sole discretion of the UA. The prices provided in the Proposal by the selected Vendor will be incorporated into the first-year contract or purchase order.
3. The purchase order or contract will be utilized by UA Facilities Management for procurement for existing buildings. However, the University may assign the Assessment, Cleaning, and Restoration Services for existing ductwork systems to contractors working on University projects, and the successful Vendor shall extend the same pricing to those authorized contractors of the University as if directly purchased by the University under the same terms and conditions of this agreement. The University reserves the right to place orders against this contract in either large or small lots, whichever is in the best interest of the University.
4. The form of the contract shall be a University of Arkansas Purchase Order or Contract, containing reference to these requirements and the successful Vendor(s) proposal or assignment to a Contractor under contract to the University.
5. This agreement with the Vendor in no way prohibits the University from procuring Assessment, Cleaning, and Restoration Services for existing ductwork systems by other means if it is deemed to be in the best interest of the University.
6. Cost increases at contract renewal will be negotiated with certain limitations and will require justification on behalf of Vendor's manufacturer. If in the sole opinion of the University, the pricing does not remain competitive, or if service or product quality becomes unsatisfactory, the University reserves the right to terminate the contract with thirty (30) days written notice.
7. Proposals not fully compliant with all sections of the Request for Proposal may be deemed nonresponsive and may not be evaluated. However, the University reserves the right to waive any formality or irregularity in any Proposal if deemed to be in the best interest of the University. In addition, the University reserves the right to reject any or all Proposals.

8. If language in this RFP differs from other language in the University of Arkansas' Standard Terms and Conditions or other standard forms, the language in this RFP shall govern.
9. Unless dictated by other specific project contract documents which may take precedence, all new equipment shall have a parts and labor warranty for a minimum period ending two (2) years from start-up and acceptance by the University. To minimize downtime, all Warranty work shall be performed by a local agent who is available for same-day onsite equipment replacement or temporary workaround. Technical support shall have a same-day call-back during normal, non-holiday, business hours between 7:00 am and 5:00 pm.
10. All prices in the Proposal shall include mileage and travel expenses. Mileage and travel expenses for all installation, support, maintenance, or any other on-site service performed under IDIQ contracts resulting from this RFP will not be reimbursed by the University.
11. Proposals shall be delivered by the time and to the place stipulated in Section 00100, Notice to Proposers, in this Request for Proposal. It is the sole responsibility of the Vendor to see that Proposals are received on, or prior to, the designated closing time for receipt of Proposals. Proposals received after the designated closing time will not be considered.
12. Clarifications: All questions regarding the Proposal shall be submitted to the consulting engineering firm of Pettit & Pettit Consulting Engineers, Inc. in writing (email to [tjacks@pettitinc.com](mailto:tjacks@pettitinc.com)). Questions must be submitted no later than seven (7) calendar days prior to the schedule closing time for the receipt of Proposals. Clarifications to questions will be in the form of a written addendum to the RFP. Last day for contractor questions will be April 13, 2021.
13. Any addenda issued during the time of submission of Proposals shall be addressed in the Proposal and shall be made a part of the Contract. Receipt of the addenda shall be acknowledged on the Proposal Price Form in the location provided. No addenda will be issued later than three (3) working days prior to the designated closing time for receipt of Proposals, except as an addendum withdrawing the Request for Proposal, or one that includes a postponement of the designated closing time for receipt of Proposals. Vendors shall ascertain, prior to submitting a Proposal, that the Vendor has received all issued addenda.
14. During the term of the Purchase Order or Contract for the successful Vendor, the University intends to utilize the services of its own staff and various engineers and architects for design services. Successful Vendors shall provide all required application, engineering/design, and technical assistance services to these parties for the execution of University-related work at no additional cost. Field technical services for commissioning, instrument configuration, and start-up shall be included in the purchase cost.

15. Any Vendor may withdraw their Proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of Proposals.
16. Failure to Receive a Purchase Order: In the event that the selected Vendor fails to receive a Notice of Intent to Award within 60 days as defined in Section 00300 Standard Terms and Conditions, the selected Vendor and the University shall be unconditionally released of all obligations, and the University shall not be responsible for any associated costs to the Vendor. The selected Vendor and the Owner, however, may decide to proceed with the purchase based upon revised terms and conditions that are agreeable to both parties.
17. Shop Drawings, Submittal Documents, Maintenance Manuals, and Owner's CMMS Information: It should be noted that the selected Vendor shall furnish to the Owner one (1) printed copy and one (1) electronic copy (on a CD) of the Vendor's standard product and performance data if awarded a purchase order or contract. Standard product and performance data shall be updated and delivered on an annual basis. In addition, the selected Vendor shall provide up to ten (10) copies of project specific information for each project as required by the Owner, the project design team, or construction documents, including but not limited to shop drawings, submittal documents, operation & maintenance manuals, and completed equipment information data sheets for entry into the Owner's Computerized Maintenance Management System. Upon the request of the Owner, Vendor shall also provide three references where similar installations and systems have been provided. Prices shown in Section 00500 Proposal Form shall include preparation and delivery of all information described above.
18. Proprietary Information: Proprietary information, if any, submitted in response to this RFP will be processed in accordance with the applicable University of Arkansas Procurement procedures. All material submitted in response to this RFP becomes the public property of the State of Arkansas and will be a matter of public record and open to public inspection subsequent to proposal opening as defined by the Arkansas Freedom of Information Act. The respondent is hereby cautioned that any part of its proposal that is considered confidential, proprietary, or a trade secret, must be labeled as such and submitted in a separate envelope along with the proposal, and can only be protected to the extent permitted by Arkansas Law. Comingling of proprietary/confidential and other proposal information is NOT acceptable. Neither a proposal, in its entirety, nor proposal pricing will be considered proprietary/confidential information after a proposal opening has been accomplished and awarded. Any information that will be included in any resulting contract cannot be considered proprietary/confidential.
19. Ethical Standards: "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business."
20. FORM OF THE PROPOSAL: The form of the proposal shall consist of the items noted below.
  - A. Submit eight (8) fully-recyclable printed sets and one (1) electronic set of the following in a sealed opaque envelope bearing the title of the RFP and the name

of the Vendor: the Proposal Forms in Section 00500 (Including printed copies of the completed spreadsheets provided), the Contract and Grant Disclosure Form, The Equal Opportunity Policy Disclaimer, and the Illegal Immigrant Certification Form. All documents shall be signed by the person or persons legally authorized to bind the Vendor to an Agreement. In addition, submit eight (8) printed and one (1) electronic copies of descriptive and technical literature described in Item 24 below.

- B. The Company Confidential Information Request List in Section 00700, and any additional information required for a complete response relating to financial competitiveness, market share, or information that can be construed to be privileged, shall be submitted in a sealed opaque envelope bearing the NAME and SIGNATURE of the official agent for the Vendor, the title of the RFP and the name of the Vendor, and clearly marked "Company Confidential". Each page of information contained in this envelope shall be individually marked with the name of the Vendor and clearly marked "Company Confidential". Vendors are encouraged to consult the Arkansas FOI Act to determine what type of information can be deemed Company Confidential.
21. All cost proposals shall be made on the Proposal Price Form or attachments described in Section 00500. If additional space is needed beyond what is provided on the form, blank sheets of paper may be referenced on the Proposal Price Form and attached.
22. Vendors shall provide descriptive and technical literature and complete specifications applicable to each item included in their proposal, including the list shown below. It is recommended that Vendors highlight features and capabilities that may exceed the minimum requirements in the specification, and provide documentation to justify such claims. Vendors shall provide the requested information organized and bound in three (3) ring "D" style binders containing the technical submittals, company information, and all other remaining information neatly tabbed and indexed. Vendors are encouraged to provide any information that will assist the University in comparing the Vendor's offering to the Evaluation Criteria.
- A. Provide a full written scope of work detailing each aspect of the Assessment, Cleaning, and Restoration Services for existing ductwork systems required by the specifications, including services and quality standards.
  - B. Provide a list of all locations where responding Vendor has performed similar work.
  - C. Describe fully how to identify any potential costs or charge out rates not included in the hourly rates shown in the proposal.
  - D. Provide proof that responding Vendor's full-time employee (available to the University) is NADCA Certified.

23. PROPOSAL EVALUATION CRITERIA: Factors which will be considered in the evaluation process:

A. The University will utilize an evaluation team for the evaluation of this RFP. An award will be made to the vendor who receives the most points based upon the following evaluation criteria:

1. Selection Criteria:

The point system for selection criteria is indicated in the following table:

Criteria	Total Available Points
<p>1. The sum of total costs of unit pricing of uninstalled parts listed in the spreadsheet;            Proposal with lowest grand total will receive 50 points. Remaining proposals shall receive points in accordance with the formula below:  <math>(a/b) c=d</math>, where:            a = the lowest cost bid            b= the second (third, fourth, etc.) cost bid            c = the maximum number of points allowed (50)            d = number of points allocated            (Rental Markup percentage is not included in the pricing formula for scoring purposes).</p>	50
<p>2. Operation Expertise, Performance Record, References, and Experience:            Points will be allocated by the selection committee on a qualitative basis based on information provided by the Vendor. Factors considered will include, but not be limited to: experience with comparable systems, number of similar projects, training, certification of technicians, and the information provided in the Confidential Request List.</p>	30
<p>3. Qualifications of local support staff::            Points will be allocated by the selection committee on a qualitative basis based upon information provided by the Vendor, including response time and local proximity.</p>	20
<p>Total</p>	<p>100</p>



## 24. RFP EVALUATION PROCESS

- A. The RFP Proposals will be opened publicly at the time specified for the opening of proposals in this RFP. The name of the Vendor making the proposal will be read aloud at the time of opening. The full RFP proposals will be evaluated privately by the selection committee and will be made available to the public after award of the contract.
- B. The evaluation of Proposals shall be on a point basis based on the information provided on the Proposal Form, Section 00500, as well as the descriptive and technical literature described in Item 23 above. After preliminarily evaluating the proposals, the University may select two or more Vendors to provide equipment demonstrations as described below.

## 25. FINAL VENDOR SELECTION: After preliminarily evaluating the proposals, the University may ask one or more Vendors to perform the following.

- A. The selection committee, consulting engineer, and designated University staff may request an in-person or teleconference interview prior to final selection.
- B. If requested, provide a demonstration of the services requested to the selection committee, consulting engineer, and designated University staff.
- C. The University may evaluate the demonstration using a selection committee composed of University staff and/or other individuals identified by the University as having significant knowledge and experience with operation and maintenance of similar equipment.

## 26. GENERAL TERMS

- A. For the purposes of this RFP, the words "Owner" and "University" both refer to the University of Arkansas at Fayetteville. The words "Proposer", "Vendor", and "Contractor" all refer to qualified companies responding to this RFP who may, if chosen by the selection committee, be awarded a purchase order or contract. However, no warranties or guarantees for contracts or purchase orders are made by describing respondents as "Vendor" or "Contractor".
- B. It is the intent of the University to award a contract or purchase order with the selected Vendor. In the Proposal Form in Section 00500, Proposers are asked to provide proposed total costs of selected Assessment, Cleaning, and Restoration Services, including hourly costs, subcontractor fees, rental fees, and sales tax itemized separately. However, the University may also negotiate with the selected Vendor to include similar prices in the contract or purchase order for other Assessment, Cleaning, and Restoration Services. During these negotiations, the University may expect costs, including discounts or multipliers

for additional items to be numerically similar to the discounts listed in the Proposal.

END OF SECTION

# 00300 – STANDARD TERMS AND CONDITIONS

## 1. GENERAL

- A. All proposals submitted shall be in compliance with the standard terms and conditions set forth herein. The proposal procedures followed by the University of Arkansas will be in accordance with these conditions. Therefore, all vendors are urged to read and understand these conditions prior to submitting a response to this request for proposal.

## 2. PREPARATION OF PROPOSALS

- A. Failure to examine any drawings, specifications, and instructions will be at proposer's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing the proposal.
- C. Brand Name References: Unless specified "No Substitute", any catalog brand name or manufacturers' reference used in the proposal invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If proposing other than referenced specifications, the proposal 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 proposer to supply additional descriptive material, samples, or demonstrators. The proposer guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal invitation. If the proposer takes no exception to the specifications, the proposer will be required to furnish the product exactly as specified in the invitation.
- D. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. All demonstrators will be returned after reasonable examination. Each sample should be marked with the proposer's name, address, proposal number, and item number.

## 3. SUBMISSION OF PROPOSALS

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

#### 4. ACCEPTANCE OF PROPOSALS

- A. The University reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive any informality, and to award the proposal to best serve the interest of the University.
- B. The University has sixty (60) days from the time of the opening of proposals to consider the offerings and issue a notice of intent to award.

#### 5. ERROR IN THE PROPOSAL

- A. In case of error in the extension of prices in the proposal, the unit price will govern. No proposal shall be altered or amended after the specified time designated for the opening of the proposals.

#### 6. AWARD

- A. Contracts and purchases will be made or entered into with the Vendor selected by the selection committee using the criteria and process described in Section 00200 Instructions for Proposers.
- B. When more than one item is specified in the Request for Proposals (RFP), the University reserves the right to select the Vendor either on the basis of the individual items or on the basis of all items included in the RFP, or as expressly stated in the RFP.
- C. A written purchase order or contract award mailed, or otherwise furnished, to the successful Vendor within the time of acceptance specified in the RFP results in a binding contract without further action by either party. The contract shall not be assignable by the Vendor in whole or in part without the written consent of the University.

#### 7. DELIVERY

- A. The RFP may show the number of days to place a commodity in the University designated location under normal conditions. If the Vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid. Time of delivery is a significant factor in the University's criteria for award or renewal of a purchase order or contract, and delivery times that exceed maximum delivery times stipulated by the University may be grounds for termination of the contract.
- B. Delivery shall be made during University work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other shipment has been obtained.

C. Packing memoranda shall be enclosed with each shipment.

8. TAXES AND TRADE DISCOUNTS

A. Include applicable state or local sales taxes in proposal price. Sales tax cost shall be itemized separately.

B. Trade discounts should be deducted from the unit price and net price should be shown in the proposal.

9. WAIVER

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

10. CANCELLATION

A. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the University to cancel shall include, but not limited to, the 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 a period of thirty (30) days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but not limited to, the item(s) being discontinued and unavailable from the manufacturer.

11. 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 for when the proposals are due. Should it become necessary to issue an addendum within the three (3) day period prior to the due date, the proposal due date will be reset giving proposer ample time to answer the addendum.

B. Only written addenda are part of the official Request for Proposals packet and should be considered.

## 12. ALTERNATE PROPOSALS

- A. Vendors must respond to the RFP as stated in order to have their proposals considered. Unless specifically requested, alternate proposals will not be considered in lieu of what is stated. An alternate is considered to be an offering that does not comply with the minimum provisions of the specifications.
  
- B. Alternates or features that exceed the minimum provisions of the specifications can be noted for consideration in the overall evaluation, but Vendors are cautioned not to propose pricing representative of these alternates or features as compared to their competitors.

## 13. PROPOSAL OPENING

- A. Proposal opening will be conducted open to the public. However, the meeting will serve only to open and read aloud the Vendors making proposals. 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 proposal opening.

END OF SECTION

# 00400 – CONTRACT INFORMATION

## 1. GENERAL

A. The following standard Contract Information is provided for information purposes. The contract procedures followed by the University of Arkansas in executing a purchase order or contract for the selected Vendor will be in accordance with conditions including, but not limited to, the following items. Therefore, all Vendors are urged to read and understand these conditions prior to submitting a response to this request for proposal.

2. As an agency of the State of Arkansas, the University of Arkansas may not contract with another party...

A. 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 thirty (30) days written notice whenever there are no funded appropriations for the contract.

B. To pay any penalties or charges for late payment, or any penalties or charges, which in fact, are penalties for any reason.

C. To indemnify, defend, or hold harmless any party for any liability and damages.

D. Upon default to pay all sums to become due under a contract.

E. To pay damages, legal expenses, or other costs and expenses of any party.

F. To continue a contract once the equipment has been repossessed.

G. To conduct litigation in a place other than Washington County, Arkansas.

H. To agree to any provision of a contract which violate the laws or constitution of the State of Arkansas.

3. A party wishing to contract with the University of Arkansas should:

A. Remove any language from its contract which grants to it any remedies other than...

- B. The right to possession.
  - C. The right to accrued payments.
  - D. The right to expenses of de-installation.
  - E. The right to expenses of repair, to return the equipment to normal working order, normal wear and tear excluded.
  - F. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law.
  - G. Include in its contract that the laws of the State of Arkansas govern the contract.
  - H. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official.
4. The University of Arkansas may contract with another party...
- A. To accept the risk of loss of the equipment and pay for any destruction, loss 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 required the University to carry insurance for such risk.
  - B. To lease any equipment for a period of time which continues past the end of a fiscal year provided that, in the event funds are not appropriated for the equipment described in the agreement, the Agency Purchasing Official may, upon thirty (30) days written notice to the vendor/lessor, cancel the agreement regarding that equipment for which no appropriations are made. In the event that there are no funded appropriations from which payment can be made for the equipment described in the agreement, the Agency Purchasing Official may upon thirty (30) days written notice to the vendor/lessor, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.
5. NON-WAIVER OF DEFAULTS
- A. Any failure of the University 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 University at any time to avail itself of same.



## 6. LACK OF FUNDS

- A. The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the service, the contractor may file a claim.

## 7. GOVERNING LAW

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

## 8. INSURANCE REQUIREMENTS

- A. The contractor shall maintain liability insurance and shall file certificates of insurance with the owner 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.
  - 1. Workers Compensation as required by the State of Arkansas.
  - 2. Commercial General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage, products liability, personal injury and contractual liability.
  - 3. Automobile Liability, with no less than \$1,000,000 combined and single limit coverage for bodily injury and property damage.
  - 4. Umbrella Liability, with no less than \$2,000,000 limit of liability per occurrence.

NOTE: Failure to file certificates, or acceptance by the University of Certificates of Insurance, which do not indicate the specified coverage, shall in no way relieve the Contractor of his responsibility for maintaining adequate insurance.

9. INDEMNIFICATION

- A. Contractor agrees to indemnify and hold harmless the University and its officers and employees from any claim, damage, liability, injury, expense, or loss, including defense cost and attorney's fees arising out of contractor's performance under this Agreement, or as a consequence of the existence of this agreement.

10. PERMITS AND LICENSES

- A. 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 required by law.

11. WARRANTY

- A. Unless dictated by other contract documents, all new equipment shall have a parts and labor warranty for a minimum period ending two (2) years from start-up and acceptance by the University.

12. TIME OF PERFORMANCE

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

13. CONTRACTING AUTHORITY

- A. Contractor shall perform all services as an independent contractor and shall discharge all of its liabilities as such. No acts performed or representation made, whether written or oral, by contractor with respect to third parties shall be binding to the University.

14. DEFAULT OR TERMINATION

- A. In the event the contractor fails to carry out or comply with any of the Terms and Conditions of the contract with the University, the University may notify the contractor 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 contractor fails to remedy such failure or default within the ten (10) day working period, the University shall have the right to cancel the contract upon thirty (30) days written notice.

- B. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the University to cancel shall include, but not limited to, the 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 a period of thirty (30) days following the date of expiration or cancellation. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve contractor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract, and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity. Cause for the vendor to cancel shall include, but not limited to, the item(s) being discontinued and unavailable from the manufacturer.
- C. Backorders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- D. Consistent failure to meet delivery without a valid reason is grounds for termination of the contract.

15. SURVIVAL

- A. The terms, conditions, representations, and warranties contained in the agreement shall survive the termination of this contract.

16. SEVERABILITY

- A. If one or more provisions of the 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.

17. ACCESS TO RECORDS

- A. The University considers all information, documentation, and other requested materials to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure after an agreement is awarded, except as hereafter specifically stated.
- B. Financial data, trade secrets, test secrets, text data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly marked by the proposer when the proposal is submitted.

18. RIGHT TO AUDIT

- A. Contractor shall keep full and accurate records in connection with the services provided under this Agreement. All such records shall be retained by Contractor for a minimum period of four (4) years, after final payment under this Agreement.
- B. At any time during the term of the agreement and for a period of four (4) years thereafter, the University or its duly authorized representative at its expense during regular working hours, reserves the right to incrementally audit the contractor's records and manufacturer's pricing provided under the agreement. In the event such an audit reveals any error/overpayments, the contractor shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings; or the University, at its option, reserves the right to deduct such amounts plus interest from any payments due contractor.

19. ACCEPTANCE OF PRODUCTS AND SERVICES

- A. All products furnished and all services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement. The University reserves the right to inspect the products furnished or the services performed, and to determine the quality, acceptability, and fitness of such products and services.

20. PERFORMANCE AND PAYMENT BOND

- A. Performance and Payment Bonds are not required for bids \$20,000.00 or under. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100% of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form, included with the Contract Documents, as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

21. TECHNOLOGY ACCESS

- A. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Vendor represents and warrants to the University of Arkansas, Fayetteville, Arkansas, that the technology provided to the University of Arkansas for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and nonvisual means (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use, and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- C. For purpose of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means, such as assisting devices or services, which would constitute reasonable accommodations under the American with Disabilities Act, or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customized display appearance.
- D. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

22. OWNERSHIP AND RESPONSIBILITY:

- A. The Vendor shall be responsible for all arrangements and costs associated with equipment including freight, insurance, and taxes until delivery to the project site. Place of delivery shall be the University of Arkansas, Fayetteville, AR. Equipment title shall pass to the Owner at Project Acceptance. Vendor shall notify the General Contractor/Owner forty-eight (48) hours prior to delivery if applicable.

24. DEBRIS REMOVAL

- A. All debris must be removed from the University after installation of said equipment.

25. ACCEPTANCE AND REJECTION

- A. Final inspection, 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, when practicable. During manufacture, the right is reserved to reject articles that 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, accept, or reject materials or supplies shall not impose liability on the University thereof for such Materials or supplies not in accordance with the specification.

END OF SECTION

# 00500 – PROPOSAL FORM

Proposal of \_\_\_\_\_  
(Hereinafter called "Vendor") corporation, organized and existing under the laws of the state of \_\_\_\_\_, partnership, or individual doing business as \_\_\_\_\_.

To: Mr. James Ezell  
University of Arkansas at Fayetteville  
Office of Business Affairs, Room 321  
Administration Building  
Fayetteville, AR 72701

Gentlemen:

The Vendor, in compliance with your Request for Proposals to purchase equipment for the University of Arkansas, having examined the Proposal Documents and being familiar with all conditions of these documents, hereby proposes to furnish equipment in accordance with the Proposal Documents, within the time set forth therein, and at the prices stated below.

Vendor acknowledges receipt of the following Addenda:

Addenda Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_  
Addenda Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_  
Addenda Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_  
Addenda Number: \_\_\_\_\_ Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_

EXCEL Spreadsheet: A digital cost worksheet spreadsheet in EXCEL format was provided as an attachment to the RFP. In addition to providing the completed spreadsheet in digital EXCEL format, Vendor shall complete, print, and attach to this Proposal form all sheets of the spreadsheet and provide the following information/agreements described below.

**Standard of Quality:** Vendor understands and agrees that minimum certification requirements are listed as "Standards of Quality" approved for the University, although substitutions that are approved by the University are allowed. Vendor shall alternate certifications that the Vendor proposes to provide.

1. After Hours Multiplier:

Vendor agrees to provide the following markup on pricing based upon work outside standard working hours of 8 am to 5pm Monday through Friday. Multiplier also applies during all holidays as mandated by the State of Arkansas.

AHM1. After Hours Multiplier \_\_\_\_\_ %

2. Response Time:

Vendor guarantees to provide all requested services within the timeframe listed below. This response time shall apply to standard and after hours work. After hours work, if requested, will have After Hours Multiplier AHM1, listed and described in Item 1 above, applied to all work occurring After Hours.

RT1. Response Time \_\_\_\_\_ hours

Vendor understands that the Owner reserves the right to reject any or all Proposals and to waive any formalities in the Proposals.

Respectfully Submitted,

(Seal if by corporation)

\_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

Date: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_



# 00600 – TECHNICAL SPECIFICATIONS

## **PART 1 - GENERAL**

### **1.1 WORK INCLUDED**

- A. Cleaning of existing supply, return, and outside air ductwork.
- B. Cleaning of existing supply, return and exhaust air grilles and dampers.
- C. Installation of access doors as required to accomplish cleaning.

### **1.3 REFERENCES**

- A. SMACNA Low Velocity Duct Construction Standards, latest edition.
- B. ASHRAE Fundamentals Handbook, latest edition.
- C. EPA Documents EPA/400/1-91/033 Building Air Quality, A Guide for Building Owners and Facility Managers, latest edition.
- D. ASHRAE Standard 52-76 Method of Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
- E. ASHRAE Standard 62.1-2007 Ventilation for Acceptable Air Quality.
- F. ACR – NADCA Standard for Assessment, Cleaning, and Restoration of HVAC Systems – Latest Edition.

### **1.4 CONTRACTOR QUALIFICATIONS**

- A. Contractor shall be a licensed HVACR contractor in Arkansas and possess a minimum Class "D" License.
- B. Contractor shall be NADCA certified.
- C. Contractor shall submit the following data with shop drawing data:
  - 1. Resume and experience of key personnel to be used on the project.
  - 2. Copy of contractor's HVACR license and NADCA certification.
  - 3. List of equipment to be used in the cleaning process.
  - 4. List of all cleaners, sanitizers and chemicals to be used, along with material safety data sheets on each.
  - 5. Written description of the proposed cleaning process along with a proposed project schedule detailing the required down time for each system and the required times for access to the building.

## **1.5 VERIFICATION OF CLEANING**

- A. Verification of cleaning shall be done by the Owner's representative.
- B. Surfaces will be considered clean when the airside of surface visually appears clean and is free from dust and oil.

## **PART 2 - PRODUCTS**

### **2.1 SANITIZERS**

- A. Sanitizers shall be EPA registered antimicrobials for use in cleaning HVAC system components.

### **2.2 EQUIPMENT**

- A. Vacuum equipment or fans shall be negative pressure type equipped with HEPA filters to prevent the re-introduction of dust or pollutant into the building environment.

## **PART 3 - EXECUTION**

### **3.1 GENERAL**

- A. All work shall be performed in compliance with ACR – NADCA Standard for Assessment, Cleaning, and Restoration of HVAC Systems – Latest Edition.
- B. Work shall consist of the following:
  - 1. Preliminary Inspection
  - 2. Development of written work plan for Owner approval.
  - 3. Engineering Controls for HVAC Cleaning and Restoration Projects
    - a. Minimum requirement shall be Level 1 containment (negative pressurization of HVAC system or area being cleaned) unless otherwise directed by Owner at during review of work plan.
    - b. Level 2 (temporary barriers) will be required wherever work occurs on any systems serving floors, or portions of floors, that are occupied during work.
  - 4. Cleaning and Restoration Procedures
  - 5. Cleanliness Verification and Documentation
    - a. Minimum requirement shall be Method 1 – Visual Inspection with Owner Approval unless otherwise directed during review of work plan.

- C. Dust cleaning shall be accomplished during normal un-occupied periods, unless otherwise directed by Owner. Schedule access time to the building with the Owner's representative.
- C. Perform work in segments as required to ensure that building HVAC systems are operational and indoor environment is returned to normal control.
- D. After each section has been cleaned and sanitized, run the air system for at least 2 hours before the building is occupied to ensure debris and residue are removed.
- E. Contractor shall be responsible for removing and replacing ceiling tiles as required to access the HVAC systems for cleaning. Contractor shall replace all damaged tiles with new tiles of like pattern and color.
- F. Use negative pressure vacuum equipment, with HEPA filtration to prevent re-introduction of pollutants and dust into the building environment.
- G. Workers exposed to the interior of HVAC systems or sanitizers shall be properly protected in accordance with OSHA and EPA regulations and recommendations.
- H. Start and stop HVAC systems and equipment in strict accordance with the building operator's written instructions. Ensure all electrical disconnecting means are properly locked out to prevent injury to workers.
- I. Contractor shall take before and after photographs of the various system components to document the conditions prior to cleaning and after cleaning.

### **3.2 GRILLES, REGISTERS AND DAMPERS**

- A. Remove and replace devices in accordance with drawings. Hand clean devices and treat with EPA approved and registered biocides.
- B. Thoroughly dry devices prior to re-installation.
- C. Damper setting shall be carefully marked to ensure that air balance is not affected by re-installation of device.
- D. Re-install devices in the same location from which they were removed. Care shall be taken to reinstall supply air devices to maintain the airflow patterns as originally specified.

### **3.3 DUCTWORK**

- A. Contractor shall begin the cleaning process at the most remote devices on the return system and the fan discharge on the supply system to prevent re-contamination of ductwork downstream in the direction of airflow.
- B. Contractor shall inspect existing duct system for proper access and add additional access doors as required to facilitate cleaning. Contractor shall mark the location of all access points for cleaning and inspection on the as-built drawings provided.

- C. Contractor shall provide temporary blank-offs as required to facilitate cleaning the duct systems in segments. Contractor shall ensure that all temporary blank-offs are removed prior to restarting system each day.
- D. Ductwork shall be cleaned by a rotary type device consisting of a minimum of 6 strips of canvas web material attached to a core cable with a head gasket to allow a thorough cleaning of all surfaces including insulation without damaging the integrity of the insulation of all surface areas in the duct system. Brushing shall be accomplished by negative air vacuuming ahead of the brush to remove debris. Care shall be taken at intersections and branch ducts to prevent the recontamination of a cleaned section of ductwork.
- E. Contractor shall visually inspect each section of cleaned duct prior to moving to the next section to ensure all debris and residue has been removed. If not, re-clean section prior to moving on.

# 00700 – COMPANY CONFIDENTIAL INFORMATION REQUEST LIST

The proposer shall provide the following information in the sealed opaque envelope for Company Confidential Information.

1. Describe the ownership of the Vendor.
2. Three (3) year average gross income of the local Vendor or Office.
3. Local Vendor's Dunn and Bradstreet rating and number.
4. Has the company bought out or merged with some other business in the last five (5) years, if so who?
5. Has the company been bought by or merged with some other businesses in the last five (5) years, if so who?
6. Provide a copy of Parent company annual report.
7. Provide bonding company name and phone number.
8. Provide verifiable documentation of total bonding capacity, current bonded amount, and bond rates.
9. Provide a list of all outstanding bond claims.
10. Provide a list of bond claims in the last five (5) years.
11. Provide a list of standing service contracts currently in place for local customers for full service. Indicate if they may be contacted, and supply contact information.
12. Provide the value of last five (5) construction contracts, name and location of project, and name of general contractor.

APPENDIX 1 – CONTRACT AND GRANT  
DISCLOSURE FORM



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Appendix 1 – Contract and Grant Disclosure Form

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: \_\_\_\_\_

Yes  No

IS THIS FOR:

Goods?  Services?  Both?

TAXPAYER ID NAME: \_\_\_\_\_

FIRST NAME: \_\_\_\_\_

M.I.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

COUNTRY: \_\_\_\_\_

**AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:**

**F O R I N D I V I D U A L S \***

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

**F O R A N E N T I T Y ( B U S I N E S S ) \***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

## Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*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 subcontract. The party 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 contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

**I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_

Agency Contact Person \_\_\_\_\_

Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_



APPENDIX 2 – EQUAL OPPORTUNITY POLICY  
DISCLAIMER



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**EQUAL OPPORTUNITY POLICY DISCLAIMER**

Pursuant to Arkansas Code Annotated § 19-11-104, any prospective contractor who is responding to a formal bid request, request for qualifications, or negotiating a contract with the state for professional, technical, or general services, must submit their most current equal opportunity policy (EO Policy). This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater.

Although contractors are encouraged to have a viable EO policy, a response stating the contractor does not have such an EO Policy will be considered that contractor’s response and will be acceptable in complying with the requirement. This is a mandatory response requirement when submitting a formal proposal or entering a service contract as outlined above. Submit this completed and signed form, and associated attachments, with your proposal or contract.

**Instructions:**

Please check the appropriate statement below:

**Current EO Policy Attached.**

**EO Policy Not Available.**

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

The University of Arkansas, Fayetteville Procurement Department (UA), will maintain a database of policies or written responses received from all contractors in response to solicitations issued by UA. For questions, please contact the Procurement Department by calling (479) 575-2551.

APPENDIX 3 – ILLEGAL IMMIGRANT  
CERTIFICATION FORM



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**ILLEGAL IMMIGRANT CERTIFICATION**

Pursuant to Arkansas Code Annotated § 19-11-105, state agencies are not allowed to enter into contracts for the procurement of public, professional, technical or general services, or any category of construction with any contractor who employs or contracts with illegal immigrants. This applies to any contractor responding to a formal bid request, or entering a service contract, which the total dollar value of the contract is \$25,000 or greater.

Contractor(s) must certify with the state, prior to the award of the contract, that they do not employ or contract with any illegal immigrants. This certification process is a mandatory requirement. Submit this completed and signed form, and your online screenshot of certification, with your proposal or contract. Failure to certify may result in rejection of your proposal, and no contract award will be made to a contractor who has not so certified.

**Instructions:**

- Contractor(s) are to certify online: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>
- Print screenshot of your online certification and submit with proposal or contract.
- Please check the appropriate statement below and include response:

We have certified online that we do not employ or contract with any illegal immigrants, and screenshot of certification is attached.

Date online certification completed:

We have NOT certified online at this time, and we understand that no contract can be awarded to our business until we have done so.

Reason for non-certification:

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

- For purposes of this requirement, “*Illegal immigrant*” means any person not a citizen of the United States who has:
- a. Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
  - b. Legally entered but without the right to be employed in the United States; or
  - c. Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

For questions, please contact the Procurement Department by calling (479) 575-2551.

# APPENDIX 4 – RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION



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**Appendix 4 – Restriction of Boycott of Israel Certification**



**RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION**

Pursuant to Arkansas Code Annotated § 25-1-503, a Public Entity **shall not** enter into a contract valued at \$1,000 or greater with a contractor unless the contract includes a written certification that the contractor is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract with, any Public Entity as defined in § 25-1-503\*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting Public Entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Contractor Name	
Mailing Address	
City, State & Zip	
Contractor Signature	
Name & Title	
Date	

\* “Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

For questions, please contact the Procurement Department by calling (479) 575-2551.

# APPENDIX 5 – COST ESTIMATING SPREADSHEET



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# APPENDIX 5 - PRICING WORKSHEET

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

ITEM DESCRIPTION	QUANTITY	MAN HOURS PER ITEM	TOTAL HOURS
<b>EQUIPMENT</b>			
INDOOR BUILT UP AIR HANDLING UNIT ( < 10,000 CFM)	1		
INDOOR BUILT UP AIR HANDLING UNIT (10,000 - 20,000 CFM)	1		
INDOOR BUILT UP AIR HANDLING UNIT ( > 20,000 CFM)	1		
INDOOR PACKAGED AIR HANDLING UNIT ( < 10,000 CFM)	1		
ROOFTOP BUILT UP AIR HANDLING UNIT ( < 10,000 CFM)	1		
ROOFTOP BUILT UP AIR HANDLING UNIT (10,000 - 20,000 CFM)	1		
ROOFTOP BUILT UP AIR HANDLING UNIT ( > 20,000 CFM)	1		
EXHAUST FAN	1		
ENERGY RECOVERY VENTILATOR (WHEEL)	1		
ENERGY RECOVERY VENTILATOR (FIXED CORE)	1		
<b>DUCTWORK</b>			
	(linear ft.)		
DUCTWORK < 16 SQUARE FEET FREE AREA - UNLINED	100		
DUCTWORK < 16 SQUARE FEET FREE AREA - LINED	100		
DUCTWORK > 16 SQUARE FEET FREE AREA - UNLINED	100		
DUCTWORK < 16 SQUARE FEET FREE AREA - LINED	100		
FLEX DUCT (CLEANING)	150		
FLEX DUCT (REMOVAL AND REPLACEMENT)	150		
DUCT RISER < 16 SQUARE FEET FREE AREA - UNLINED	5		
DUCT RISER < 16 SQUARE FEET FREE AREA - LINED	5		
DUCT RISER > 16 SQUARE FEET FREE AREA - UNLINED	50		
DUCT RISER < 16 SQUARE FEET FREE AREA - LINED	50		
<b>SYSTEM COMPONENTS</b>			
DIFFUSER	30		
INLINE COIL	2		
MIXING BOX	1		
VAV TERMINAL	10		
FRESH AIR INTAKE	1		
TURNING VANES	50		
TOTAL HOURS SHEET 1			
HOURLY FEE			
TOTAL COST SHEET 1			



# APPENDIX 5 - PRICING WORKSHEET

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

ITEM DESCRIPTION	QUANTITY	MAN HOURS PER ITEM	TOTAL HOURS
SANITIZING			
DUCTWORK (linear ft.)	100		
FLEXIBLE DUCTWORK (linear ft.)	150		
SUPPLY DIFFUSERS (Quantity)	30		
RETURN DIFFUSERS (Quantity)	10		
FINAL CLEANING / DISINFECTING (1000 S.F. WORK AREA)	1		
COATING			
DUCTWORK (linear ft.)	100		
FLEXIBLE DUCTWORK (linear ft.)	150		
LINED DUCTWORK (linear ft.)	100		
ITEM DESCRIPTION	LUMP SUM		
INITIAL HVAC ASSESSEMENT			
TOTAL HVAC ASSESSMENT (PER NADCA ACR)			
INITIAL WORK PLAN AND DOCUMENTATION (PER NADCA ACR)			
FINAL CLEARANCE (NADCA METHOD 1)			
FINAL CLEARANCE (NADCA METHOD 2)			
FINAL CLEARANCE (NADCA METHOD 3)			
CLOSEOUT DOCUMENTATION			
AREA AIR MONITORING (500 s.f.)			
NEGATIVE PRESSURIZATION OF EXISTING SYSTEMS			
ENGINEERING CONTROLS FOR PROPERLY REGULATED WORK AREA (3 Doors, 6 Windows)			
ADDITIONAL LABOR			
MOBILIZATION			
DEMOBILIZATION			
PROJECT MANAGEMENT			
TOTAL HOURS SHEET 2			
HOURLY FEE			
SUBTOTAL OF HOURLY COSTS SHEET 2			
TOTAL LUMP SUM COSTS			
TOTAL COST SHEET 2			

