NWACC
NORTHWEST ARKANSAS COMMUNITY COLLEGE

REQUEST FOR PROPOSAL (RFP)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFP-26-003	Solicitation issued:	**January 30, 2026**
Description:	NWACC Burns Hall Chiller Replacement		
Agency:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	**February 27, 2026**	Bid Opening Time:	10:00 A.M., Central Time
Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the Vendor without further review.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Karen Walls Burns Hall Room 1128.7 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

Proposed Timetable of Activities

January 30, 2026	**Solicitation Issued**
February 6, 2026	**Optional Pre-bid Meeting**
February 11, 2026	**Last Day for written questions**
February 16, 2026	**Answers Posted**
February 20, 2026	**Bid Opening**
February 20, 2026	**Letter of Intent**
February 27, 2026	**Submit to ALC March meeting**

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1. ***Do not** provide responses to items in this section unless specifically and expressly required.*

1.1 INTRODUCTION

In July 2025, NWACC decided to replace the Burns Hall Chiller (TRANE) due to normal wear.

NWACC began meeting with SCM (On Call Architect) to discuss what was needed, to create drawings, when the project needed to start and be completed.

This decision followed a comprehensive assessment of the existing equipment's condition and a review of potential impacts on campus operations. The replacement project aims to enhance energy efficiency and ensure reliable climate control for students, faculty, and staff throughout the academic year.

Important: The NWACC Burns Hall Chiller Replacement is required and must be completed before the start of the Fall semester. To ensure minimal disruption to activities in Burns Hall during the summer, all work related to the chiller replacement should be finalized prior to the commencement of the Fall term.

For this reason, the construction process and timeline must remain flawlessly on time and on-budget.

NWACC is a comprehensive community college with its main campus and Brightwater culinary school in Bentonville, Arkansas located in Benton County. It also operates in a location near Springdale, Arkansas in Washington County.

1.2 PURPOSE

NorthWest Arkansas Community College (NWACC) issues this Request for Proposal (RFP) to obtain bids for Burns Hall Building Chiller replacement. TRANE or RFP committee members approved substitute.

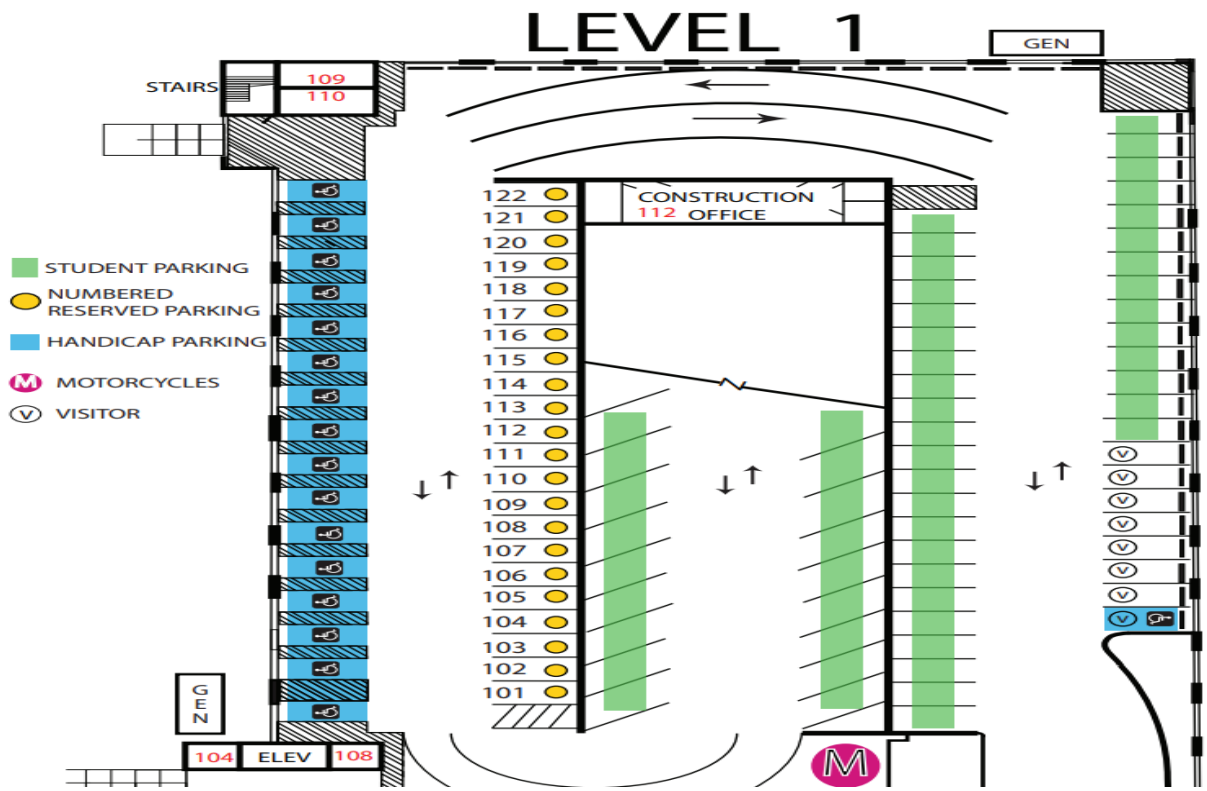
1.3 TYPE OF CONTRACT

A. A Term contract will be awarded to a <u>single supplier</u>

The anticipated starting date for the contract is March 17, 2026, with completion of the job by August 1, 2026

1.4 PRE BID MEETING TOUR

A pre bid tour will be held on February 6, 2026 at Time 10:00 AM
Bidders are encouraged to attend. Attendees planning to attend, please email kwalls2@nwacc.edu.
Attendees will meet at One College Drive, Construction Office in the Parking Garage, 1st floor – North End
Bentonville, AR 72712



1.5 BID OPENING LOCATION

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

NorthWest Arkansas Community College
One College Drive
Construction Office 1st floor Parking Garage
Bentonville, AR 72712
10:00 AM Central Standard Time

1.6 CONTACT

Please submit all questions about this RFP by **email** to:

Karen Walls
One College Drive, Burns Hall, Room 1128.7
Bentonville, AR 72712
Email: purchasing@nwacc.edu

1.7 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

1.8 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

B. The words "bidder" and "vendor" are used synonymously in this document.

C. The words "The State", "Agency", and "NWACC" are used synonymously in this document.

D. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

E. The term "OSP" refers to the "Office of State Procurement" with the State of Arkansas.

1.9 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.

2. The Response Packet should be in the format of the RFP.

3. The *Response Packet* should be clearly marked "Original" and **must** include the following:

   a. Original signed *Response Signature Page*. (See *Response Signature Page.)*

   b. Other documents and/or information may be expressly required in this *Bid Solicitation*.

   c. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)

   d. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

   e. Prohibition of Employment of Illegal Immigrants.

   f. Restriction of Israel Boycott Certification

B. Additional Copies of the *Response Packet*

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

a. One (1) flash drive with a copy of the *Response Packet.*

b. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

1.10 ORGANIZATION OF RESPONSE DOCUMENTS

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

- *Response Signature Page*. (See Appendix)
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
- *Equal Opportunity Policy.*
- *Restriction of Israel Boycott*
- Other documents and/or information may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation's* item number.

1.11 CLARIFICATION OF BID SOLICITATION

A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email to purchasing@nwacc.edu by 10:00 a.m., Central Time on or before February 11 **, 2026** to the individual listed in section *1.6 Contact*, of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.

2. Vendors' written questions will be consolidated, and NWACC's written response is anticipated to be posted to the NWACC website by the close of business on February 16, **2026.**

B. Vendors may contact NWACC via email to purchasing@nwacc.edu with non-substantive questions at any time prior to the bid opening.

C. Oral statements by agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.

1.12 RESPONSE SIGNATURE PAGE

An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.

1.13 FURNISHED BONDS

Successful bidder shall furnish bonds to NWACC with corporate guaranty or indemnity sureties on the bonds within ten (10) business days of notice to proceed. Bonds shall be for both the completion of the construction free of all liens and encumbrances, in an amount equal to one hundred percent (100%) of the proposed project pricing as determined between the design agency and the successful bidder.

1.14 PROOF OF REGISTRATION & INSURANCE

A. Proof of Registration -

Submit evidence of proof of registration by the appropriate board having jurisdiction for each of the key personnel and the firms on the team. All individuals and firms must have a valid and current license and must be in good standing with the applicable board.

B. Proof of Insurance -

Firm should submit proof of professional liability and general liability insurance in accordance with the requirements and limitations set forth in the ABAMSC under § 2-312 and § 2-313 and as adopted by NWACC Construction Policy- Article 11 (*See Appendix*). The consultant selected for award under this RFP must maintain the insurance current and effective at least one (1) year after substantial completion of the construction. The consultant may change insurance carriers subject to notification to Agency. Any new carrier must be acceptable to the Agency.

1.15 PRICING

Pricing will be a weighted part of the overall scores given to each submitted proposal. Pricing should be packaged separately from the consulting proposal.

1.16 PRIME CONTRACTOR RESPONSIBILITY

A. A single vendor **must** be identified as the prime contractor.

B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.17 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*.

C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, excluding financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.18 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.

B. Vendors **must not** alter any language in any solicitation document provided by NWACC.

C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

D. Responses **must** be submitted only in the English language.

E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.

G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.19 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.

B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.

C. Vendor **shall** be responsible for checking the NWACC website, http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx for any and all addenda up to bid opening.

1.19 QUALIFICATION, NEGOTIATION AND AWARD PROCESS

A. Successful Vendor(s) Selection

The ranking of vendors **shall** be determined by the score each receives from presentation evaluation. NWACC will enter negotiations with those responsible offers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the agency chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.

2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website at http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx

2. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.

3. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **may** be subject to approval from Board of Trustees of NWACC.

1.20 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, NWACC is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract is awarded.

1.22 PAST PERFORMANCE

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

1.23 PUBLICITY

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

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

1.24 RESERVATION

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

1.25 MINORITY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

2	African American	6	Pacific Islander American
3	American Indian	7	A Service-Disabled Veterans as designated by the United States Department of Veteran Affairs
4	Asian American		
5	Hispanic American		

B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.

C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

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SECTION 2 – MINIMUM REQUIREMENTS

D. ***Do not*** *provide responses to items in this section unless specifically and expressly required.*

2.1 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards should* identify expected deliverables, performance measures, or outcomes; and define the acceptable standards a vendor **must** meet in order to avoid assessment of damage.

B. NWACC will outline the Performance Standards with those vendors that NWACC wishes to negotiate a contract with during contract negotiations pursuant to state law.

C. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

2.2 SCOPE OF WORK

This is a Request for Proposal (RFP) issued by Northwest Arkansas Community College (hereinafter referred to as "NWACC") seeking proposals from experienced and qualified general contractors for the Burns Hall Chiller replacement.

2.3 SCOPE OF SERVICES REQUESTED

A. NWACC is seeking an exceptional and qualified firm to provide construction management services for the Burns Hall Chiller replacement NWACC main campus in Bentonville, AR. The Trail and Bicycle Technician Building will consist of the following elements, and applicants should be able to provide qualifications of construction for these design elements:

B. REQUIRED MINIMUM SPECIFICATIONS

1. The Bidder should have an office within 1 hour of Bentonville, Arkansas. Provide the office address and contact information – including the phone number and email address.
2. Arkansas Contractor's License – Verification of license are up to date for General Contractors and Subcontractors.
3. College may request changes that would increase, decrease, or otherwise modify the Scope of Services under the resulting agreement. Such changes or additional services must be in accordance with the provisions of the RFP and resulting agreement and must be contained in a written amendment, executed by the parties. In no event will the CONSULTANT be compensated for any work which has not been described either herein. NWACC WILL NOT be responsible for products delivered or services rendered in advance of a supplier's receipt of a purchase order.

D. Added Value

NWACC is interested in maximizing the value of expenditure as it relates to achieving additional value that would further benefit NWACC and its operation, as well as its community of citizens and their tax-based funding. As such, respondents are encouraged to consider, develop and propose added value concepts, programs, components the like that would further enhance the proposed acquisition represented in this request solicitation.

E. Proposal Evaluation Criteria

1. Overall Product Offering - Scope of Work and Services deliverables and understanding. -
2. Consultation Support & Assistance – qualifications and dedicated representatives or team - Project Team, Pre-con Team and Subcontractor Bidding
3. Cost – Implementation and Ongoing fees
4. Experience with similar sized colleges and institutions of higher education

2.3 ETHICAL STANDARDS

In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): 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.

SECTION 3 – CRITERIA FOR SELECTION

8 ***Do not*** *provide responses to items in this section.*

3.1 RESPONSE PACKET

NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.

3.2 RESPONSE SCORE

A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.

B. An agency-appointed Evaluation Committee will evaluate and score qualifying r*esponses*. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*.

1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.

2. After initial individual evaluations are completed, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.

3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.

4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

3.3 EVALUATION INFORMATION

Submittals which exceed the maximum page limits shown below may be disqualified.

A. Project Team (10 pages maximum)

Provide a complete list of who will be assigned to our project including their name, title, experience, how long with current company, and any other pertinent information about the individual.

B. Pre-Construction Services & Team (15 pages maximum)

1. Provide a complete list of who will be assigned to our project including their name, title, experience, how long with current company, and any other pertinent information about the individual. Please describe your pre-construction services.

C. Experience Modifier Rate & Safety (5 pages maximum)

1. What is your current EMR? How many hours is that based upon from the previous year? Describe your onsite training and safety procedures. Describe your quality control process.

D. Sub-Contractor Bidding Process (3 pages maximum)

1. What is your process for obtaining sub-contractor bids? How many bids of each division do you strive to obtain?

E. Experience-General (8 pages maximum)

1. Provide detailed descriptions of projects (or contracts) of similar nature and scope that demonstrates your understanding of the requirements of this contract. Examples should be as closely matched to this type of contract as possible. Examples of other projects that demonstrate your ability to address key elements of

this type of contract may be included provided the link between the key element and the anticipated application to this contract are clearly delineated.

2. Preference will be given to applicants with at least 10 years of relevant project experience.

F. Previously Awarded Higher Education Contracts (3 pages maximum)

1. Provide a complete listing of all Higher Education contracts that the primary firm has or had within the previous 24 months, including all current contracts. You do not need to include public schools (K-12).

2. Listing should show the Agency with whom you had or have a contract, the type of contract, term of the contract, amount of the contract, and the name, phone, and email address of the point of contact.

G. Timeliness of Previously Awarded Contracts

1. Provide a complete list of any relevant and similar projects that were completed on time and under budget within a 5–6-month time period.

3.4 PROPOSAL EVALUATION (100 Points Max)

Criteria for Scoring –

		Points
1.	Overall Product Offering	15
2.	Consultation Support & Assistance	50
3.	Cost	30
4.	Experience with similar Arkansas schools and timeline	5
	Total	**100**

COST (30 Points) Points shall be assigned for the cost of the services which comprise the overall proposed solution, as follows:

- Cost points will be assigned on the Total Project Cost reflected on the Summary Presentation schedule of the Cost Proposal, for comparison and evaluation purposes.
- The bid with the lowest estimated cost of the overall system will receive the maximum points possible for this section.
- Remaining bids will receive points in accordance with the following formula:

  (a/b)(c) = d

  a = lowest cost bid in dollars
  b = second (third, fourth, etc.) lowest cost bid
  c = maximum points for Cost category - 30
  d = number of points allocated to bid

The evaluation committee may select a Consultant from these submissions or conduct an in-person interview with the top 3 selected Consultants from the initial offerings. In the event of a second stage, the selection committee will notify the selected Consultant of interview dates and times. This notification shall include the interview evaluation criteria.

3.6 BEST AND FINAL OFFER

NWACC reserves the right to request an official “Best and Final Offer” from Respondents if it deems such an approach in the best interest of NWACC. In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to NWACC. If NWACC chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the NWACC Procurement Department.

3.7 SUMMARY & EXPERIENCE

This section will include details of the respondent’s background, size, and resources as well as details of experience relevant to the proposed project. Please detail the respondents’ familiarity and proven experience with this type of contract and demonstrated ability to serve NWACC’s needs for services associated with these activities.

3.8 REFERENCES

Please provide references of at least three (3) current customers that you provide services which are compatable to NWACC. Please list contact names, addresses, email address and telephone numbers. Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the Request for Proposals. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

NWACC will give attention and consideration to the innovation in the responses that come back, and it shall be part of our selection criteria.

Appendix 1
Architectural Drawings and Project Manual

Separate Link is listed on the NWACC website under the RFP number - https://www.nwacc.edu/administrativeservices/purchasing/bids.aspx

If vendors are unable to download the drawings, please email purchasing@nwacc.edu to request the drawings.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

9 ***Do not*** *provide responses to items in this section.*

4.1 PAYMENT AND INVOICE PROVISIONS

A. Invoicing procedures **shall** be agreed upon with the winning bidder.

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.

B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.

C. Any litigation involving the State **must** take place in Benton County, Arkansas.

D. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

E. The State **shall not** enter a contract which grants to another party any remedies other than the following:

- The right to possession.
- The right to accrued payments.
- The right to expenses of reinstallation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas Law.

F. The laws of the State of Arkansas **shall** govern this contract.

G. A contract **shall not** be effective prior to award being made by a State Procurement Official.

H. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and

2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

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

B. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 CONFIDENTIALITY

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

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

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

4.6 CONTRACT INTERPRETATION

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

4.7 CANCELLATION

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

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

4.8 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

10 ***Do not*** *provide responses to items in this section.*

1. **GENERAL**: Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION**: The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION**: Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES**: Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES**: Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor’s expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS**: Vendor’s responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS**: Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD**: Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval by NWACC. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

15. **STORAGE**: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT**: All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize NWACC to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

17. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

18. **INVOICING**: The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

19. **STATE PROPERTY**: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.

20. **PATENTS OR COPYRIGHTS**: The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

21. **ASSIGNMENT**: Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **CLAIMS**: Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contactor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. **CANCELLATION**: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

    Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

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

25. **CONTINGENT FEE**: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. **DISCLOSURE**: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor,

whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

NorthWest Arkansas Community College

NWACC
One College Drive, Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION	
Company:	
Address:	
City:	State: Zip Code:
Business Designation:	☐ Individual ☐ Sole Proprietorship ☐ Public Service Corp ☐ Partnership ☐ Corporation ☐ Nonprofit
Minority Designation: *See Minority Business Policy*	☐ Not Applicable ☐ African American ☐ Hispanic American ☐ Pacific Islander American ☐ American Indian ☐ Asian American ☐ Service Disabled Veteran AR Minority Certification #: _____ Service Disabled Veteran Certification #: _____
Women Owned Business	☐ Yes ☐ Not Applicable

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

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

An official authorized to bind the vendor to a resultant contract <u>must</u> sign below.

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

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

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

NWACC
NORTHWEST ARKANSAS
COMMUNITY COLLEGE

NWACC is requesting a TRANE Chiller Replacement or committee member approved substitute.

OFFICIAL PRICE PAGE

ITEM	DESCRIPTION	MAKE - MODEL	UNIT PRICE	TOTAL
1	CHILLER			
2	WARRANTY			
3	EXTENDED WARRANTY			
4	OTHER COSTS			

TOTAL $

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (479) 619-4210.

Sincerely,

Karen Walls
Karen Walls
Director of Purchasing and Contracts
Northwest Arkansas Community College

To be completed by business or person submitting response: (check appropriate box)

____ EO Policy Attached

____ EO Policy previously submitted to NWACC Purchasing Department

____ EO Policy is not available from business or person

Company Name
Or Individual: _____

Title: _____Date: _____

Signature: _____

EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following location as a fillable PDF:

http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf

If you are unable to download this form, please contact Karen Walls, Director of Purchasing and Contracts for NWACC at:

Email: purchasing@nwacc.edu

Department of Shared Administrative Services
Governor Sarah Huckabee Sanders
Secretary Leslie Fisken

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction**: For contracts valued at $1,000 or greater.
   A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction**: For contracts valued at $25,000 or greater.
   No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-60-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction**: For contracts valued at $75,000 or greater.
   A public entity shall not contract unless the contract includes a written certification that the
   Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restrictions**: Required with bid or proposal submission. A state agency shall not contract with a Scrutinized Company or a company that employees a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are in compliance with the certification requirements listed above that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, the Contractor agrees and certifies they shall comply with all Arkansas laws applicable to the contactor's performance under the resulting contract.

Contract Number: _____ Description: _____

Department Name: _____

Vendor Number: _____ Vendor Name: _____

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