



# SOUTHERN ARKANSAS UNIVERSITY TECH

Purchasing Department  
PO Box 3499  
Camden, AR 71711

## INVITATION FOR BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SAUT/22-23/02	Solicitation Issued:	November 17, 2022
Description:	HVAC Replacement Units and Installation		
Agency:	Southern Arkansas University Tech		

SUBMISSION DEADLINE			
Bid Opening Date:	December 1, 2022	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids must be delivered to Southern Arkansas University Tech Purchasing Office on or before the bid opening date. Bids received after the submission deadline shall be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	<p>Southern Arkansas University Tech Purchasing Office 6251 Hussey Road Camden, AR 71701</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p> <p><b>Telephone, email, and/or FAX responses to this bid will not be accepted.</b></p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

SAU TECH CONTACT INFORMATION			
SAUT Buyer	Angela Fry	Phone Number:	870-574-4523
Email Address:	afry@sautech.edu	SAUT Website:	<a href="https://www.sautech.edu/invitation-to-bid/">https://www.sautech.edu/invitation-to-bid/</a>

## SECTION 1 – REQUIREMENTS

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Southern Arkansas University Tech (SAUT) Purchasing Office to obtain pricing for HVAC Replacement Units and Installation on the main campus in East Camden, AR 71701. The Contractor shall provide all tools, materials, labor, permits, insurance, and incidentals to remove and install new HVAC units.

The anticipated starting date for any resulting contract is upon contract award. Installations should be complete prior to April 30, 2022. The Contractor shall be required to remove and properly dispose of existing HVAC and associated equipment and materials in accordance with state and local laws.

### 1.2 BID OPENING

- A. The bid opening will be in the Business Office Purchasing Office at the date and time specified in this solicitation document. All proposals shall be guaranteed and binding for a period of not less than sixty (60) days past the proposal opening date.
- B. Proposal openings will be open to any interested proposing party and to the public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

### 1.3 PRE-BID SITE VISIT

A non-mandatory site visit is scheduled on November 28, 2022 at 1pm. Prospective bidders should meet at the Physical Plant director's office at 1pm. The physical location is 6415 Spellman Road, Camden, AR 71701. Attendance is recommended to fully understand the scope of work and understand existing site conditions.

### 1.4 CLARIFICATION OF SOLICITATION

- A. Submit any questions for clarification of information in this Bid Solicitation in writing via email to Angela Fry [afry@sautech.edu](mailto:afry@sautech.edu). Questions must be submitted by November 28, 2022.
  - 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  - 2. Prospective Contractors written questions will be consolidated and answered by the College as deemed appropriate. The College's written response will be posted to the SAUT website and emailed to prospective bidders. If Prospective Contractor questions are unclear or non-substantive in nature, the College may request clarification of question(s) or decline to answer.
- B. The Prospective Contractor should notify the buyer of any term, condition, etc. that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by SAUT will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAUT.

### 1.5 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.

- A. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- B. The terms "Invitation for Bid", "IFB" and "Solicitation" are used synonymously in this document.
- C. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- D. "Bid Submission Requirement" means a task a Prospective Contractor must complete when submitting a bid response. These requirements will be distinguished by using the term "shall" or "must" in the requirement. "Requirement" means something required.
- E. "Requirement" means a specification that a Contractor's commodity must and/or service shall meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- F. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the Agency/Department using such a contract.
- G. "SAUT, "SAU Tech", or "the College" refers to Southern Arkansas University Tech.

**1.6 SPECIFICATIONS - UNITS REQUIRED**

The following quantities are an estimate. SAUT cannot guarantee the listed quantities. Actual number of units purchased could be more or less. Units shall be of new Rheem/Rhudd manufacture or approved equal and be in good quality condition.

UNIT SIZE	QUANTITY
7.5 Ton	1
5 Ton	5
4 Ton	3
3.5 Ton	1
3 Ton	2
2.5 Ton	5
2 Ton	1

**DETAILS**

- a. Units shall be SEER 16 A/C units have matching 95% single stage high efficient gas furnace an evaporator coil or approved equal.
- b. New metal ductwork transitions flush and reuse old refrigerant lines, if allowed by manufacturer warranty.
- c. Re-Install IAQ device if existing
- d. Reconnect electrical, gas and condensate piping
- e. Install new secondary drain pan with overflow switch
- f. Furnaces must qualify for Summit rebate?
- g. Units must qualify for Entergy incentives?
- h. New metal R/A platform box when required
- i. New Programmable Thermostats
- j. Work must be in compliance with all state and local building codes.

No building plans or drawings are available.  
Pricing should include all taxes, bonds, insurance, freight etc.

### 1.7 PROPOSAL SECURITY (BOND)

Vendors must provide a proposal security in an amount of 5% of the firm purchase price with the submitted bid. The form of the proposal security may be a cashier's check or standard letter of credit as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas. The proposal security should be made out to Southern Arkansas University Tech and include the RFP number. All proposed securities will be returned upon contract award.

### 1.8 CONTRACTOR LICENSE

Arkansas contractor license is required, include license number or copy of license.

### 1.9 CERTIFICATE OF INSURANCE

Successful bidder must also furnish proof of Liability Insurance in the amount of \$250,000.

### 1.10 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to: Southern Arkansas University Tech. Attn: Accounts Payable, PO Box 3499, Camden, AR 71711 or emailed to krobinso@sautech.edu
- B. Payment will be made in accordance with applicable SAU Tech accounting procedures upon acceptance by the College. Invoices shall not be submitted in advance of delivery and acceptance. Payment will be made only after the Contractor has successfully satisfied the College as to the goods and/or services purchased.
- C. Invoice should be itemized and include the Purchase Order number and/or contract number. In addition, SAUT is not a tax-exempt institution, so apply any applicable taxes on the invoice.

### 1.11 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the College for such returns.

### 1.12 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception(s) to any of the Requirements in the Requirements Section(s) of this IFB, Prospective Contractor understands and agrees its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this IFB.

## SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION.

### 2.1 ISSUING AGENCY

SAU Tech Purchasing Office, as the issuing office, is the sole point of contact regarding IFB throughout this solicitation process.

### 2.2 TYPE OF CONTRACT

As a result of this IFB, SAU Tech intends to award a contract to a single licensed Contractor.

### 2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on a firm contract, all or none basis. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the SAU Tech website for at least 3 days prior to the issuance of a contract. SAU Tech shall have the right to waive the policy of the Anticipation to Award when it is in the best interest of the college.

## 2.4 RESPONSE DOCUMENTS

### A. Bid Response Packet

1. The following are bid submission requirements and **must** be submitted as a hard copy in the original *Bid Response Packet*.
  - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.) *The signature must be that of a person authorized to contractually bind the Prospective Contractor.*
  - b. Completed *Bid Response Packet*, which **must** be in the English language.
  - c. One (1) original copy of the *Official Solicitation Price Sheet*. (See *Bid Response Packet*) Pricing **must** be proposed in U.S. dollars and cents.
  - d. Bid Bond.
  - e. Contractor License or number.
  - f. Signed addenda, if applicable
  - g. Exception form, if applicable
  
2. The following items should be submitted in the original Bid Response Packet. **Forms are available from [afry@sautech.edu](mailto:afry@sautech.edu) or at <https://www.sautech.edu/invitation-to-bid/>.**
  - a. *EO 98-04 Contract & Grant Disclosure Form*.
  - b. *Equal Opportunity Policy Form*.
  - c. *Illegal Immigrant Certification Form*.
  - d. *Restriction of Boycott of Israel Form*.
  - e. *Certificate of Insurance*.

**DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 2.5 NON-DISCRIMINATION

SAU Tech does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project based on race, creed, color, national origin, religion, sex, age, or physical or mental disability.

## 2.6 MINORITY AND WOMEN OWNED BUSINESS POLICY

The State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. The state also encourages all companies to sub-contract portions and any state contract to minority business enterprises.

## 2.7 EQUAL OPPORTUNITY POLICY

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY.

## 2.8 CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

## 2.9 RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

**2.10 CONTRACT DISCLOSURE– GOVERNOR’S EXECUTIVE ORDER 98-04**

No contract for commodities or services over \$25,000, and no discretionary grant greater than \$25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor’s Executive Order 98-04, as required in this proposal.

Failure to make any disclosure required by Governor’s Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the terms of this IFB. Any bidder 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.

**2.11 PAST PERFORMANCE**

In accordance with provisions of State procurement law, specifically OSP Rule R5:19-11-230 (b) (1), a Prospective Contractor’s past performance with the State may be used to determine if the Prospective Contractor is “responsible.” Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

**2.12 RESERVATION**

This IFB does not commit the College to award a contract or to pay costs incurred in the preparation of a bid in response to this request.

**2.13 CONDITIONS OF CONTRACT**

- A. 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. Indemnify and save harmless the College 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 Contractor.

**2.14 ADDITIONAL TERMS AND CONDITIONS**

The supplier shall adhere to SAUT’s Standard Terms and Conditions. Any special terms and conditions included in this solicitation shall be followed in addition to the SAUT Standard Terms and Conditions.