******

***SOUTHERN ARKANSAS***

***UNIVERSITY***

***MAGNOLIA, ARKANSAS***

***REQUEST FOR PROPOSALS***

***SAU #*** 2021-22

***To Provide***

***HVACR SYSTEM OPERATIONS, MAINTENANCE, SERVICE, AND REPAIR***

**Table of Contents**

**Section I**

**Part 1 Request for Proposal Review**

* 1. Purpose…………………………………….. I-1
  2. Intent………………………………………. I-1
  3. Background………………………………… I-1
  4. Issuing Agency……………………………. I-1
  5. Contract Administrator……………………. I-2
  6. Caution to Bidders………………………… I-2
  7. RFP Calendar of Events…………………… I-3
  8. Proposal Conference……………………….. I-3
  9. Intent to Bid Notification………………….. I-3
  10. Proposal Receipt and Opening…………….. I-4
  11. Submission of Proposals…………………… I-4
  12. Criteria for Selection………………………. I-6
  13. Delivery of Proposals……………………… I-8
  14. Withdrawals………………………………... I-8

**Part 2 Conditions for Proposal**

* 1. Equipment Covered………………………... I-8
  2. Interpretation of Documents………………. I-8
  3. Addenda…………………………………… I-9
  4. Sales Tax…………………………………. I-9
  5. Payment for Services……………………… I-9
  6. Commence Work………………………… I-9
  7. Term of the Contract…………………….. I-9
  8. Price Escalation and Adjustments……….. I-10
  9. Termination…………………………….… I-10
  10. Conditions and Terms of the Bid………… I-10
  11. Proprietary Information………………….. I-10
  12. Reservation………………………………. I-11
  13. Contract Awarding and Signing…………. I-11
  14. Publicity…………………………………. I-11

**Part 3 General Terms and Conditions**

* 1. Contracting Condition…………………… I-11
  2. Legal Considerations…………………….. I-11
  3. Ethical Standards Law…………………… I-12
  4. Conflict of Interest……………………….. I-12
  5. Warranty against Broker’s Fee…………… I-12
  6. Offer of Gratuities or Kickbacks…………. I-13
  7. Employment of State Personnel………….. I-13
  8. Mechanical Service Contractor…………… I-15
  9. Force Majeure…………………………….. I-15
  10. Disputes…………………………………… I-15
  11. Confidentiality of Information……………. I-15
  12. Public Disclosure………………………….. I-16
  13. Inspection of Work Performed……………. I-16
  14. Indemnification…………………………… I-16
  15. Assignment………………………………. I-17
  16. Employment Practices……………………… I-17
  17. Waiver……………………………………… I-18
  18. Owner Property…………………………….. I-18
  19. Contract Variations………………………… I-18
  20. Attorney’s Fees……………………………. I-18
  21. Environmental Protection…………………….. I-19
  22. Liability………………………………………. I-19
  23. Records Retention……………………………. I-19
  24. Access to MSC’s Records……………………. I-19
  25. State of Arkansas Contracting Authority…… I-19

**SECTION II**

**Part 1 General**

1.01 Work Included………………………………… II-1

1.02 Scope of Service……………………………… II-2

1.03 Agreement Period……………………………. II-3

1.04 Indemnification: Limits of Liability………….. II-5

1.05 Qualifications of the MSC…………………… II-6

1.06 MSC Personnel Requirements……………….. II-6

1.07 Existing Equipment………………………….. II-7

1.08 Insurance……………………………………… II-8

1.09 Boiler and Machinery Insurance……………… II-9

**Part 2 Products**

* 1. General………………………………………. II-9
  2. Spare Parts………………………………….. II-10

**Part 3 Execution**

3.01 Work to be Performed……………………….. II-10

3.02 Chillers………………………………………. II-12

3.03 Refrigerants………………………………….. II-12

3.04 Filters………………………………………… II-12

3.05 District Cooling (DC)……………………….. II-12

3.07 Oils………………………………………….. II-13

3.08 Service Areas…………………………………. II-13

3.09 Reporting Method and Owner Inspection……. II-13

3.10 Clean Up……………………………………… II-14

3.11 System Location…………………………….. II-14

3.12 Warranty Agreement………………………… II-14

3.13 Equipment Covered………………………… II-14

3.14 Additional Owner and MSC Responsibility….. II-15

3.15 Services Contracts…………………………….. II-15

**SECTION III**

**Part 1 General**

1.01 Work Included………………………………… III-1

1.02 Scope of Services……………………………… III-1

1.03 Qualifications…………………………………. III-2

1.04 Submittals…………………………………….. III-2

**Part 2 Products**

2.01 General……………………………………… III-3

2.02 Cooling Water Treatment (Open System)….. III-4

2.03 Chilled Water Systems Treatment (Closed Loop III-4

2.04 Boiler Hot Water Systems (Closed Loop)….. III-4

2.05 Test Equipment and Logs………………….. III-4

2.06 Prohibited Chemicals………………………. III-4

**Part 3 Execution**

3.01 Existing Conditions………………………….. III-4

* 1. First Year Equipment Inspections and

System Clean-Up III-5

3.03 Treatment Program Start-Up………………. III-5

3.04 Chemicals Testing and Reporting………… III-5

* 1. Scale and Bio Growth Inspection and Reporting III-6

3.06 Emergency Services…………………………. III-6

3.07 Laboratory Analysis………………………… III-6

3.08 Independent Laboratories Analysis…………. III-7

3.09 Chemicals…………………………………… III-7

3.10 System and Equipment Damage……………. III-7

**SECTION IV**

1.01 Water Chillers………………………………. IV-1

1.02 Cooling Towers…………………………….. IV-2

1.03 Pumps………………………………………... IV-2

1.04 Control System……………………………… IV-3

1.05 Variable Frequency Drives…………………. IV-4

1.06 Airhandler Units and Computer Room Utlities…. IV-4

1.07 Boilers………………………………. IV-6

SECTION I

Southern Arkansas University HVACR Services

**Request for Proposals (RFP)**

**PART I—REQUEST FOR PROPOSAL OVERVIEW**

**1.01 PURPOSE**

A.Southern Arkansas University, Magnolia, Arkansas, (“SAU”) request proposals to furnish labor, and materials for scheduled and unscheduled maintenance, service, and repair of the HVACR systems serving the campus located at 100 East University, Magnolia, Arkansas, 71753 and limited satellite facilities located within a 10 mile radius.

**1.02 INTENT**

A. The objective of this document is to provide a sole source packet of information that provides all guidelines, specifications, coordinating instructions and administrative directions necessary for qualified Mechanical Service Contractors (hereafter referred to as “MSC”) to submit HVACR services proposals to Southern Arkansas University, Magnolia (hereafter referred to as Owner). Additionally, it is intended that this document provide a framework and selection process by which all MSC’s can be compared objectively and fairly within the bounds of local, state and federal law as applicable.

**1.03 BACKGROUND**

A. Southern Arkansas University is located on approximately 1,400 acres bordering the northern edge of Magnolia, AR.-- a town of approximately 12,000. The campus proper is comfortably spread over the central 169 acres with the remainder utilized by the University farm. There is approximately 1,450,000 square feet of total building space, most of which is supported by the University’s extensive district cooling and heating loops. The Department of the Physical Plant oversees operations and maintenance of the campus facilities to include outsourced HVACR services.

**1.04 ISSUING AGENCY**

A. This Request for Proposal (“RFP”) is issued for SAU by the Office of Purchasing. The issuing department is the sole point of contact for SAU for the selection process. Questions regarding RFP related matters should be addressed to Kristy Pennington, Office of Purchasing at SAU, (870) 235-5095. During the time between the Proposal Opening and contract award, the issuing office or

requesting entity and not the MSC will initiate any contact concerning this RFP. Specifically, the person(s) named above will initiate all contact. **Note Cross Reference (CR): Para 1.06A.5., Sect. I.**

**1.05 CONTRACT ADMINISTRATOR**

A. After the MSC has been selected, the contract in its entirety will be administered by Mr. Kyle Newton, Associate Plant Director at SAU, (870) 235-4065. The Contract Administrator is also responsible to conduct the Proposal Conference and coordinate answers for MSC questions concerning the Physical Plant mechanical systems.

**1.06 CAUTION TO MECHANICAL SERVICE CONTRACTORS**

A. SAU reserves the right to accept or reject in part or its entirety, any Proposal received as a result of this RFP if it is in the best interest of SAU to do so. Proposals may be rejected for one or more of, but not limited to, the following reasons:

1. Failure of the MSC to adhere to one or more of the provisions established in this RFP.
2. Failure to attend the MSC’s Proposal Conference or provide an experienced representative as addressed in paragraph 1.08 below.

3. Failure of the MSC to submit his Proposal in the format specified herein.

4. Failure of the MSC to submit his Proposal on or before the deadline established by the Office of Purchasing and stated herein.

5. Failure of the MSC to adhere to generally acceptable ethical and professional principles during the Proposal submission, review, and selection process as described throughout, but not limited to, Part III of this section (Section I).

6. Failure to adhere to Paragraph 1.04, Issuing Agency, above, pertaining to contacting the Office of Purchasing after Proposal Opening.

7. Failure of the MSC to respond to a request for oral or written demonstrations or presentations.

8. Failure of the MSC to comply with the intent of any statement in this RFP, which has the word "must", "should", or "shall" in it.

9. Failure of the MSC to have an authorizing officer sign the Proposal and letter of transmittal.

**1.07 RFP calendar of events**:

RFP Issued . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . March 27, 2022 (COB)

MSC’s Proposal Conference . . . . . . . . . . . . . . . . . . . . April 19, 2022 (10:00 a.m.)

Letter of Intent to Submit a Proposal Due . . . . . . . April 25, 2022 (2:00 p.m.)

Closing date for receipt of questions . . . . . . . . . . . . April 28, 2022 (2:00 p.m.)

Answers emailed/faxed . . . . . . . . . . . . . . . . . . . . . . . May 2, 2022 (COB)

Closing date and time for receipt of Proposals

and public opening . . . . . . . . . . . . . . . . . . . . . . . . . . . . May 5, 2022 (2:00 p.m.)

Completion of review and contract selection . . . May 9, 2022 (COB)

Intent to award letters mailed . . . . . . . . . . . . . . . . . . May 16, 2022 (COB)

MSC commences performance . . . . . . . . . . . . . . . . . July 1, 2022

**1.08 PROPOSAL CONFERENCE**

A. A **mandatory** MSC proposal conference shall be initiated at the SAU Physical Plant Conference Room, at 10:00 AM CDT on April 19, 2022.

B. The conference shall provide the potential MSC’s an opportunity to ask and receive answers to questions regarding the Agreement, specifications, general and special conditions, and the Owner's current maintenance program and methods of operation.

C. Following the conference, a guided tour of the facilities shall be conducted to acquaint the potential MSC’s with the facility and specific needs and requirements of the Agreement.

D. All questions regarding the Agreement specifications, general and special conditions, shall be addressed by addenda.

E. The prospective MSC’s shall examine all of the conditions and specification requirements and instructions governing this proposal prior to attending the conference.

F. **NOTE:**  **The conference is a mandatory prerequisite for submitting a proposal**. The MCS’s representative must be experienced in all aspects of HVACR systems operations, maintenance and services required herein. NO STANDIN’S ALLOWED. **Note CR: para 1.06, Sect. I.**

**1.09 INTENT TO SUBMIT A PROPOSAL NOTIFICATION**

A. Following the Proposal Conference, MSC’s are requested to complete and return with the attached Letter of Intent-to-Submit-a-Proposal Form (Exhibit 1 to Section I) and any written questions to the SAU Office of Purchasing on or before the 2:00 PM CDT, Thursday, April 28, 2022. The form may be faxed to the attention of Kristy Pennington at (870) 235-5166. Failure to submit

this document will not disqualify a Proposal; however, MSCs are advised they may not receive subsequent RFP information if they fail to comply. All subsequent RFP information will be maintained on file in the SAU Office of Purchasing.

**1.10 PROPOSAL RECEIPT AND OPENING**

A. Sealed Proposals will be received by SAU Office of Purchasing until 2:00 PM CDT, Thursday, May 5, 2022. Proposals may be mailed first class to: Office of Purchasing, ATTN: Kristy Pennington, Southern Arkansas University, 100 East University, MSC 9413, Magnolia, Arkansas 71753; or may be hand-delivered or express mailed to: Office of Purchasing, Room 10, ATTN: Mrs. Kristy Pennington, Southern Arkansas University, 100 East University, Magnolia, Arkansas 71753.

B. Proposals will be opened publicly at 2:00 PM CDT, May 5, 2022 in the SAU Physical Plant Conference Room, SAU Magnolia, AR. It is not a requirement that a representative of the MSC be present at the Proposal Opening; however, names of those submitting a Proposal will be announced publically during the meeting. The Proposal documents to include cost and any other information subject to committee evaluation, WILL NOT be opened for inspection at this time. Proposals will be reviewed by the Office of Purchasing for compliance with mandatory requirements, authorized signatures, etc. and will then be forwarded to the Evaluation Committee. Proposals and resultant scoring will become available for review upon Committee recommendation of the apparent successful MSC.

**Cross Reference (CR) Note: Para 1.07, Sect. I.**

**1.11 Submission of Proposals**:

A. Proposal Selection. Proposals will be evaluated on the following basis:

1. Submittals. The following data shall be submitted with the MSC's proposal and shall be used in consideration when awarding the Agreement. Provide all data in a tabbed and indexed three (3) ring binder. Provide one (1) identified original proposal and five (5) copies in separate binders.

2. Proposals shall be submitted in a sealed packaging bearing the RFP Number, time and opening date and the name of the MSC in the upper right-hand corner. The proposal will consist of and be organized in the following format:

a. Letter of Transmittal. Transmittal Letter will be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity that will meet the specifications set forth in the RFP. It will specifically address and satisfy requirements specified below:

(1) Statement of no personal, direct or indirect gain as per Paragraph 3.01, Part III, Section I.

(2) Statement of Indemnification of the State of Arkansas and Southern Arkansas University as per Paragraph 3.14, Part III, Section I.

(3) Statement of Complete and Total Compliance. The MSC respondent must certify his complete and total compliance with the RFP requirements, all attachments and exhibits and **provide a summary list of exceptions taken**, if any, with the response to this RFP. Details of all exceptions will also be provided in Tab 7 of the Executive Summary (see paragraph 1.11A.2.b.(7), Sect I below).

(4) Independent Price Determination Certification Statement. A Proposal will not be considered for award if the price in the Proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other MSC or with competitor. In addition, the MSC is prohibited from making multiple Proposals in a different form; i.e., as a prime MSC and as a Subcontractor to another prime MSC. The MSC must include a statement in the Proposal certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the MSC shall assume all costs of this project until such time that a new MSC is selected.

b. Executive Summary. Respondents will briefly address their ability to execute the agreement specifically highlighting, but not limited to, the information at required tabs 1 through 9 addressed below.

(1) Tab 1: Company Documentation. Provide company documentation, including a company brochure. Company documentation shall include a brief description of firm size, history and financial solvency. Provide an organizational chart and manning plan to support the terms of the Agreement Contract.

(2) Tab 2: References. List at least five (5) references for whom the MSC has operated district cooling/heating systems; provided EMS hardware/software, programming and technical oversight necessary for efficient, sustained HVACR system analysis and operations; preventive maintenance, service and repair of mechanical equipment and related systems on a regular basis similar in nature to the equipment, systems, and services specified herein. The Owner reserves the right to contact entities for which the MSC has provided services. These entities are not limited to the references provided by the MSC.

(3) Tab 3: Description of Services. Provide a typewritten description of the maintenance, service, and repair procedures for Owner’s equipment and systems. Provide a typewritten description of the maintenance response procedures as discussed in Agreement Contract. Provide a list of the minimum level of scheduled maintenance requirements required to support the Agreement Contract. Provide a list of dedicated on-site, local, and regional spare parts the MSC proposes to include and maintain as part of this Agreement.

(4) Tab 4: Report Methods. Provide copies of all logs, reports, forms, or any descriptive literature to be used in completion of maintenance, service and repair work required to document the Owner’s maintenance, service and repair program as required by the Agreement.

(5) Tab 5: Insurance. Provide a certificate of insurance indicating the type and amount of insurance provided as required in Paragraph 1.08, Part I, Section II.

(6) Tab 6: Water Chemical Treatment. Provide the name of the Water Treatment Company and the specialist(s) that will be utilized to perform the services required and an organizational chart and manning plan to support the requirements of Section III.

(7) Tab 7: Exclusions and Exceptions: Detail all exceptions and list all equipment and Services the MSC intends to exclude from this agreement and a written explanation of the reasons for the exclusion(s).

(8) Tab 8: Proposal Form: Each Proposal must include a completed standard Proposal Form at Exhibit 2 to Section I.

(9) Tab 9: Sample Contract: Each Proposal must include a sample standard contract(s).

**1.12 Criteria For Selection**

A. The successful proposal shall be determined by the Owner using all criteria listed in this Request for Proposal.

B. The MSC should address each item listed in this section as well as other sections in this Request for Proposal to assure a complete evaluation. Factors which shall be evaluated are:

1. MSC Support: (Maximum Points - 100):

a. Size of firm, availability of personnel, and experience of personnel.

b. Maintenance response procedures in the event of an emergency.

1. Proposed levels of dedicated on-site, local, and regional spare parts inventories.
2. Quality of documentation and ease of use by the Owner.
3. MSC policy or requirement for replacement of equipment.
4. MSC experience and knowledge of SAU facilities.
5. MSC knowledge of recommended maintenance procedures for the equipment.
6. Water treatment company size, availability of personnel, experience of personnel, and proximity to facility.
7. Exclusions and exceptions.

2. MSC History and Past Performance: (Maximum Points - 100):

1. Level of support for customer and customer satisfaction (derived from references and other contacts).
2. MSC experience in servicing mechanical systems of similar size and sophistication.
3. Water treatment company experience in servicing systems of similar size and sophistication.
4. Number of facilities the MSC has performed maintenance similar to this RFP.
5. Number of facilities the water treatment company has performed services similar to this RFP.
6. Number of years MSC has been providing similar maintenance, service and repair work.
7. Number of years Water Treatment Company has been providing similar services.

3. Cost (Pricing shall only be considered relative to the best interest of the Owner): (Maximum Points - 100):

a. The lowest Base Proposal cost shall receive one hundred (100) points.

b. Remaining proposals shall receive points in accordance with the following formula:

(a/b) (c) = d

a = Lowest cost in dollars

b = Respondent’s submitted cost

c = Maximum points for cost category (100)

d = Number of points allocated

4. The maximum number of points for the proposal is 300.

**1.13 Delivery of Proposals**

A. Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the MSC to see that the Proposal is received at the proper time and location. Any Proposal received after the scheduled closing time for receipt of proposals shall be returned to the MSC unopened.

**1.14 WITHDRAWAL**

A. Any MSC may withdraw their Proposals, either in person or by written request, at any time prior to the scheduled closing time for receipt of Proposals.

**PART II—CONDITIONS FOR PROPOSAL**

**2.01 Equipment Covered**

1. The selected MSC is responsible to maintain service or repair all HVACR equipment owned or leased on the SAU campus at the time and date of Agreement Contract signing. A general list of equipment is at Exhibit 1, Section II. The list is NOT all-inclusive and is intended solely to give prospective MSC’s a general sense of the scope of services needed by the Owner.

**2.02 interpretation of documents**

A. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the RFP, or finds discrepancies or omissions, they may submit a written request for an interpretation or correction thereof to the attention of Kristy Pennington, Office of Purchasing (as addressed above in paragraph 1.10 A.) or by electronic mail at kristypennington@saumag.edu. The person submitting the request will be responsible for its prompt delivery. Written questions shall be submitted Not Later Than (NLT) 2:00 PM CDT, Thursday, April 28, 2022.

B. Any interpretation or correction of the documents will be made only by Addendum duly issued. A copy of the Addendum will be emailed or faxed to each person attending the mandatory proposal conference by the close of business (COB) on May 2, 2022. The Owner will not be responsible for any other explanations or interpretations of the RFP. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at MSC’s risk.

**2.03 ADDENDA**

A. Any Addenda issued during the time of submission of Proposals, shall be covered in the Proposal and shall be made a part of the Agreement. Receipt of each Addendum shall be acknowledged on the Proposal Form in the location provided.

**2.04 sales tax**

A. SAU Campus Operations are NOT EXEMPT from sales and use taxes. All base cost proposals or deductive alternates shall be inclusive of all applicable taxes.

**2.05 Payment for Services**

A. Invoices will be due on the 10th working day following the end of the billed month. Payment will be made on approximately the 1st of each following month. It takes approximately ten (10) working days to process an invoice and deliver a check.

B. Invoices for out-of-scope work, parts or materials must have the following supporting documents:

1. Copies of timesheets for out-of-scope work.

2. Copies of invoices for all supplies used on out-of-scope work; and copy of the Owner authorization for out-of-scope work.

C. The Owner reserves the right to request and MSC is obligated to furnish additional backup documents including, but not limited to, timesheets, MSC invoices, work orders, etc.

**2.06 COMMENCE WORK**

A. The MSC shall agree to commence work on July 1, 2022.

**2.07 Term of the Contract**

1. The Contract period begins July 1, 2022, and terminates on June 30, 2023. By mutual agreement, the State, Owner and the MSC may elect to extend the Contract for a maximum of six years, in one year increments, or any portion thereof, but not less than monthly increments, at the Contract compensation for

those renewal periods.

1. The Owner shall notify the MSC at least ninety (90) days prior to the end of the Contract period or extension thereof if the Owner intends to renew the contract. If notification is not made, the Contract will terminate at the end of the Contract period or current extension thereof.

**2.08 Price Escalation and Adjustments**

A. Price escalation for each successive contract term and/or price adjustments due to the addition or deletion of equipment will be negotiated on an annual basis not later than (NLT) 90 days prior to the end date of the contract term. All requests for escalation will not exceed most recent Consumer Price Index annual increase rate.

**2.09 TERMINATION**

A. The Agreement shall provide for termination as specified in Paragraph 1.03 D through K, Section II.

**2.10 CONDITIONS AND TERMS OF THE PROPOSAL**

A. If the MSC submits standard terms and conditions with the Proposal, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this invitation, the Proposal, and Arkansas State law.

B. MSC’s must comply with the regulatory and licensing requirements of the State of Arkansas as well as applicable Federal Statutes.

**2.11 PROPRIETARY INFORMATION**

A. Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to Proposal opening. Items the MSC desires to be treated as proprietary must be marked as "PROPRIETARY" and sealed separately. Note of caution: Do not attempt to mark the entire proposal as "proprietary". Do not submit letterhead or similar customized paper within the Proposal, which references the page(s) as "Confidential" unless the information is sealed separately and identified as proprietary.

**2.12 RESERVATION**

A. This RFP does not commit SAU to award a Contract, to pay costs incurred in the preparation of a Proposal in response to this request, or to procure or contract for services or supplies. SAU reserves the right to accept or reject (in its entirety), any Proposal received as a result of the RFP, if it is in the best interest of the University to do so.

**2.13 Contract Awarding and Signing**

A. Contract awarding and signing will be contingent upon Owner receiving advice and consent from the State Department of Finance and Administration Accounting Office and the Legislative Council, as necessary.

**2.14 PUBLICITY**

A. News release(s) by a MSC pertaining to this RFP or any portion of the project shall not be made without prior written approval of SAU. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the MSC’s Proposal. SAU will not initiate any publicity relating to this procurement action before the contract award is completed.

**PART III—GENERAL TERMS AND CONDITIONS**

**3.01 Contracting Condition**

1. Neither the selected MSC nor any entity or person directly or indirectly controlled by, under common control with, or controlling the MSC will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The MSC further covenants that in the performance of the Contract no person having any such known interest shall be employed. No official or employee of the Owner and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract. **CR Note: para 11.1A.2.a.(1), Sect. I.**

**3.02** **Legal Considerations**

1. The proposed Contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for Proposals or any resultant Contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Columbia County, Arkansas.

**3.03 Ethical Standards Law**

A. The reference to ethical Standards law within this RFP is derived from the “Arkansas Ethics in Public Contracting Laws” found in Ark. Code Ann., Sections 19-11-701 et seq. and further defined Section 19-11-701 of the statutes.

**3.04 Conflict of Interest**

A. No official or employee of Southern Arkansas University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or

other determination; claim or controversy; or other particular matter pertaining to any Contract or subcontract, and any solicitation or proposal thereto in which, to the employee’s knowledge:

1. The employee or any member of the employee’s immediate family has a financial interest;

2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee’s immediate family has a financial interest; or

3. Any other person, business, or organization with whom the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include, but is not limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity.

1. Where an employee or any member of the employee’s immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

**3.05 Warranty Against Broker’s Fee**

A. The MSC warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the MSC for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**3.06 Offer of Gratuities or Kickbacks**

A. 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 contract for the purpose of securing business.

B. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a Subcontractor under a contract to the prime MSC or higher tier Subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.

C. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the MSC, his agent, or employee.

**3.07 Employment of State PersonneL**

A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed. **It is the Owner Policy that the Owner employees cannot work for a MSC on the Owner Campus.**

B. Restrictions on Former Employees in Matters Connected with Their Former Duties:

1. Permanent disqualification of former employee personally involved in a particular matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim; or

d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of services, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

2. One (1) year representation restriction regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee’s official responsibility in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim;

d. Charge or controversy to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee’s official responsibility, where the State is a party or has a direct and substantial interest.

C. Disqualification of Partners

1. When partner is a state employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the state in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim; or

d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee’s official responsibility, where the state is a party or has a direct and substantial interest.

2. When partner is a former state employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the state where such former employee is barred under any provision of this RFP.

D. Selling to State after termination of employment is prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee’s last annual salary did not exceed ten thousand five hundred dollars ($10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term “sell” as used herein means signing a Proposal or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract, therefore, is subsequently negotiated by another person; provided, however, that this section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a MSC with the State. The Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

**3.08 Mechanical Service Contractor**

A. It is expressly agreed that the MSC and any Subcontractors and agents, officers, and employees of the MSC or any Subcontractors in the performance of this Contract shall act in an independent capacity and not as officers or employees of the Owner. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the MSC or any Subcontractor and the Owner.

**3.09 Force Majeure**

A. The MSC will not be liable for any excess cost to the Owner if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the MSC. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the MSC.

**3.10 Disputes**

A. Any dispute concerning performance of the contract shall be decided by the President of Southern Arkansas University, who shall reduce his/her decision to writing and serve a copy on the MSC. The President’s decision will be final, subject to the MSC’s right to administrative review pursuant to Arkansas Code Annotated, Section 19-11-246. Pending final determination of any dispute hereunder, the MSC shall proceed diligently with the performance of the Contract and in accordance with the President’s direction.

**3.11 Confidentiality of Information**

A. The MSC shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the Contract as confidential information to the extent that confidential

treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

**3.12 Public Disclosure**

A. Upon signing of the contract of all parties, terms of the Contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., Sections 25-19-101 et seq. The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

**3.13 Inspection of Work Performed**

A. The State of Arkansas and Southern Arkansas University, or their authorized representatives shall, at all reasonable times, have the right to enter into MSC’s premises, or such other places where duties under the Contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The MSC and all Subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

**3.14 Indemnification**

A. The MSC agrees to indemnify, defend, and save harmless the Owner, its officers, agents and employees from:

1. Any claims or losses resulting from services rendered by any Subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the Contract.

2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the MSC, its officers, employees, or Subcontractors in the performance of the Contract.

3. Any claims or losses resulting to any person or firm injured or damaged by the MSC, its officers, employees, or Subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal or State regulations or statutes.

4. Any failure of the MSC, its officers, employees, or Subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws. **CR Note: para 1.11, A.2.a.(2), Sect I.**

**3.15 Assignment**

A. The MSC shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Contract Administrator.

**3.16 Employment Practices**

A. The MSC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The MSC must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their

race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but not be limited to, the following:

1. Employment,

2. Promotion,

3. Demotion or transfer

4. Recruitment or recruitment advertising,

5. Layoff or termination,

6. Rates of pay or other forms of compensation, and

7. Selection or training, including apprenticeship.

B. The MSC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

C. The MSC shall, in all solicitations or advertisements for employees placed by or on behalf of the MSC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

D. The MSC shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The MSC and Subcontractors shall comply with Arkansas Act 954 of 1977.

E. The MSC shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant

to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The MSC shall be responsible for insuring that all Subcontractors comply with the above mentioned regulations.

F. The MSC and its Subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

**3.17 Waiver**

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of the Contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

**3.18 Owner Property**

A. The MSC shall be responsible for the proper custody and care of any State owned property furnished for MSC’s use in connection with the performance of this Contract and the MSC will reimburse the State for its loss or damage, normal wear and tear expected. In addition, when MSC unlocks a door to gain entry to a building, closet, etc., the MSC assumes responsibility for insuring the area opened is secure and will be responsible for any loss based on negligence in failing to keep access secure.

**3.19 Contract Variations**

A. If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the MSC 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.

**3.20 Attorney’s Fees**

A. In the event that either deems it necessary to take legal action to enforce any provision of the Contract, in the event the State prevails, the MSC agrees to

pay all expenses of such action, including attorney’s fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

**3.21 Environmental Protection**

A. The MSC shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clean Air Act (42 USC 1857 (h), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The MSC shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

**3.22 Liability**

A. In the event of non-performance of contractual obligation by the MSC or his agents which results in the determination by Federal authorities of non-compliance with Federal regulations and standards, the MSC will be liable to the State in full for all penalties, sanctions, and disallowances assessed against the State.

**3.23 Records Retention**

A. In accordance with Federal regulation, the MSC agrees to retain all pertinent records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the MSC agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

**3.24 Access to MSC’s Records**

A. In accordance with Federal regulation governing contracts in excess of $10,000, the MSC consents to the required access to pertinent records. This access will be granted upon request to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the MSC, which are directly pertinent to any services performed under the contract.

B. The MSC additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of Subcontractors.

**3.25 STATE OF ARKANSAS CONTRACTING AUTHORITY**

A. MSC’s should note the following regarding the State's contracting authority, and amend all documents accordingly. Failure to conform to these standards may result in rejection of Proposal or violation of law.

1. The State of Arkansas may not contract with another party:

a. To contract for a period of time which continues past the end of the State’s fiscal year unless the contract allows cancellation by Southern Arkansas University upon 30 days written notice whenever there are no funded appropriations.

b. To pay any penalties or charges, which in fact are penalties for any reason.

c. To indemnify and defend that 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 conduct litigation in a place other than Columbia County, Arkansas.

g. To agree to any provision of a contract which violates the laws and constitution of the State of Arkansas?

2. A party wishing to contract with the Southern Arkansas University should

remove any language from its contract, which grants to it any remedies other than:

a. The right to accrued payment.

b. The right to recover only amounts due and any unamortized non-recurring cost as allowed by Arkansas Law.

c. Include in its contract that the laws of the State of Arkansas govern the contract.

d. Acknowledge in its contract that contracts become effective when awarded by SAU.

**MSC LETTER OF INTENT TO SUBMIT A PROPOSAL FORM**

###### HVACR SYSTEM MAINTENANCE, SERVICE AND REPAIR

We are pleased to submit a proposal on SAU Request for Proposal #2021-22 scheduled to open May 5, 2022 @ 2:00 PM CST.

COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THIS LETTER OF INTENT MAY BE FAXED TO (870) 235-5166 ATTN: Kristy Pennington**

**CR Note: Para 1.09A, Sect. I.**

Exhibit 1 to Section I

**PROPOSAL FORM**

**HVACR SYSTEM MAINTENANCE, SERVICE AND REPAIR**

**For**

**Southern Arkansas University**

**Proposal of**

(Hereinafter called “MSC”)\* Corporation, organized and existing under the laws of the state of ,\* partnership, or an individual doing business as .

**To:** Kristy Pennington

Office of Purchasing

Southern Arkansas University

Box 9403

Magnolia, Arkansas 71754

**Gentleman:**

The MSC in compliance with your Request for Proposals to provide all labor, materials and water treatment services necessary to maintain, service and repair all systems, controls, and equipment for the period of one (1) year beginning July 1, 2022, for the campus of the Southern Arkansas University in Magnolia, Arkansas having examined the Request for Proposal Documents and being familiar with all conditions of these documents, hereby proposes to furnish all labor and materials in accordance with the Request for Proposal Documents for the time period at the prices stated below.

MSC acknowledges receipt of the following Addenda:

**BASE PROPOSAL**

**Proposal:** MSC agrees to provide all labor, materials and water treatment services necessary to maintain, service and repair all equipment, systems, and controls for the campus of Southern Arkansas University Magnolia, Arkansas for the sum of:

Dollars($ ).

Exhibit 2 to Section I

To be paid for in twelve (12) equal monthly installments of:

Dollars($ ).

(Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**Date for Commencement of Work:**

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

MSC agrees that this Proposal shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving Proposals.

(Seal if by corporation) Respectfully submitted,

Business Address MSC

Date: , 1997 By:

Title:

Exhibit 2 to Section I

**SECTION II**

**HVACR SYSTEM OPERATION, MAINTENANCE, AND REPAIR SERVICES**

**AGREEMENT**

# PART 1—GENERAL

**1.01 WORK INCLUDED**

A. Comprehensive Maintenance: Provide scheduled (preventative) maintenance services, water treatment services, repair, and unscheduled maintenance services including emergency repairs for all HVACR systems and components to include, but not limited to, the chillers, cooling towers, primary chilled water pumps, condenser water pumps, associated drives, associated controls, associated valves, primary chilled water loop, condenser water loop, refrigeration equipment, and hot water boilers used for building heat, all domestic water heating equipment and a functional understanding and operation of Energy Management Systems (EMS) to include: Siemens Apogee Systems 600; and Alerton Envision for BAC Talk (vr. 2.6 or later):; Carrier I-View, and Tridium Niagra: located in buildings owned, leased and/or operated by Southern Arkansas University at Magnolia, Arkansas (hereafter referred to as “Owner”) in accordance with any special provisions, attached specifications, and general conditions agreed upon by both the Mechanical Service Contractor (hereafter referred to as “MSC”) and the Owner.

B. Water treatment services shall be provided by a single water treatment company (specialist) for undivided responsibility who will provide chemicals, service and equipment in accordance with (IAW) Section III, Water Treatment Service.

C. All Services outlined in this agreement will be performed as necessary to maintain the facility in a normal operating condition on a 24-hour basis. MSC will assume full responsibility for the condition and operation of all HVACR equipment and controls and so certifies by submission of a proposal. MSC and all service technicians must have an EPA CFC Certification and must follow all laws and regulations under the “Clean Air Act” and must be licensed by the State of Arkansas as required for the work performed.

D. Service technicians, with HVAC and EMS experience, will be provided by the MSC on-site during normal business hours and on-call at all other times to respond to after-hours or emergency conditions. **An emergency condition shall be defined as any covered equipment or systems malfunction, which potentially could adversely affect students, faculty or staff’s comforts, health, or safety or adversely affect the facility where they live, work at or attend class. CR Note: para. 102A.4., Sect. II.**

E. The MSC shall provide two (2) full time local technicians living within a 40 mile radius of the university. One of these local technicians shall be designated as the Local Supervisor as approved by the Owner.

F. The local technicians shall maintain regular work hours. Regular work hours shall be 7:30 AM to 4:30 PM weekdays, except Owner-approved holidays, sick leave, and vacation leave. Sick and vacation leave shall be in accordance with the standard practice of the MSC.

G. In addition to regular work hours, a minimum of one (1) local, qualified technician will be readily available (on-call) at all other times (24 hours per day, 7 days per week, including holidays). The technician shall respond to emergency conditions within 30 minutes by telephone (or modem) and within one (1) hour in person (if deemed necessary by the Owner).

H. The MSC shall make a reasonable effort to minimize staff turnover.

I. Local technicians must be acceptable to the Owner.

J. In addition to the local technicians, the MSC shall provide remote support and service as required (special expertise, unscheduled maintenance, etc.) from a regional support office located not more than 175 miles from the work site. Remote support shall respond to emergency conditions beyond the on-site capability within two (2) hours by telephone (or modem) and within 6 hours in person (if necessary).

**1.02 SCOPE OF SERVICE**

A. General Requirements. As a minimum, the MSC shall provide operations and maintenance services to include:

1. Inspection and Report: A monthly inspection by the supervisor employed by the MSC shall be performed and a written report shall be delivered to the Owner on the 15th of each month. The report shall detail all work performed on each item of equipment covered under this proposal.

2. Scheduled Maintenance: Scheduled maintenance shall be performed in accordance with the original equipment manufacturer's recommendations and accepted industry standards. Adequate record keeping of preventative maintenance programs shall be provided to satisfy all federal, state and local regulations.

1. Unscheduled Maintenance and Repairs: The MSC shall make all necessary repairs to equipment in accordance with the original manufacturer's recommendations and industry standards
2. For the purpose of this service agreement, the term “controls” refers to all controls including, but not limited to chill water systems, hot water systems, building controls systems that are not covered under owner’s present controls agreements or are proprietary controls including but not limited to Seimens, Alerton, and Carrier.

5. Normal and Emergency Services: Services outlined in this agreement shall be performed as necessary to maintain the facility in a normal operating condition on a 24 hour basis as describe in paragraph 1.01D above.

B. Specific Requirements. The MSC shall provide:

1. All labor, supplies, materials, parts and 50% of the refrigerant necessary for complete and comprehensive coverage of all chillers within the North Chiller Plant, Magale Library, Business Building, Wilson, and Overstreet.

2. As a minimum, provide all labor, supplies, materials and parts for scheduled maintenance. Parts for scheduled maintenance are limited to and specifically defined as belts, filters, chemicals, lubricants and any other material or part recommended by the manufacturer or listed in manufacturer’s published periodic maintenance schedules.

3. Provide chemicals, tools, test equipment and service vehicles to perform all required operational and maintenance services.

4. Provide additional reports as required by the Owner that assist the Owner and MSC in evaluating the performance of the MSC and the facility.

5. Provide routine service and repairs to include materials, supplies and parts as defined in paragraph 1.02B1. and 1.02B2. above.

6. Respond to Owner complaints (as per paragraph 1.01J., Section II) when the space temperature is outside the comfort envelope as defined by the American Society of Refrigerant and Air Conditioning Engineers (ASHRAE STANDARD 55-74).

7. When all Work Orders and PM’s are done or if the Owner deems necessary, the MSC will use his personnel to make improvements to systems maintained as directed and prioritized by the Owner. Material and equipment for these improvements will be paid for by the Owner.

**1.03 AGREEMENT PERIOD**

A**.** The agreement shall start on July 1, 2022 and end on June 30, 2023.

B. The agreement will be reviewed by the Owner approximately 90 days prior to the end of the contract period. Depending on the findings in the review process, this Agreement may be extended for up to six (6) additional periods (years).

C. If option to extend is mutually agreed upon; cost of new contract will be negotiated and agreed to by MSC and Owner as required.

D. Termination for Cause by the Owner: The Owner may terminate this Agreement for cause by providing thirty (30) days written notice with an inclusive fifteen (15) day opportunity to cure for the occurrence of an Event of Default by the MSC. The following occurrences shall constitute an Event of Default by the MSC under this Agreement:

1. The Owner determines that the MSC (or its Sub-MSCs) has failed to satisfactorily perform its contractual duties and responsibilities;

2. Filing of a voluntary or involuntary petition in bankruptcy;

3. Insolvency (however evidenced);

4. Dissolution or termination of the corporate or partnership entity for purposes other than change of domicile;

5. Substantial changes in on-site or on-call personnel that would result in an unacceptable decline in performance due to technical and managerial competence, responsiveness and professionalism;

6. It is determined that gratuities of any kind were offered to or received by any officials or employees of the Owner from any officials, agents, or employees of the MSC;

7. Failure to make service visits or render reports as required herein;

8. Verified evidence of corrosion rates, scale accumulation or biological growth,

in excess of that specified;

9. Adulteration of treatment chemicals or analytical reagents;

10. Failure to respond timely to Owner’s legitimate request for non-scheduled visit of a field service technician with an eight (8) hour period in consideration of all relevant and extenuating circumstances.

E. Rights of the Parties in the Event of Termination for Cause by the Owner: If the MSC is in default of this Agreement pursuant to the provisions of the paragraph above and such default is not cured or satisfactorily addressed as solely judged by the Owner within fifteen (15) days following receipt by the MSC of notice that an Event of Default has occurred, then this Agreement may be terminated by the Owner. The rights and remedies of the Owner provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law, subject to the terms of this Agreement.

F. Termination for Convenience by the Owner: The Owner may also terminate this Agreement for convenience (whenever the Owner shall reasonably determine that such termination is in the best interest of the Owner) by providing ninety (90) days written notice to the MSC.

G. Rights of the Parties in the Event of Termination for Convenience by the Owner: If this Agreement is terminated by the Owner for convenience pursuant to the provisions of the paragraph above, the Owner shall pay the MSC for all services rendered prior to such termination.

H. Termination for Insufficiency of Funds by the Owner: The Owner may also terminate this Agreement in the event that funds for the contract are not sufficient (as determined at the sole discretion of the Owner) by providing ninety (90) days written notice to the MSC.

I. Rights of the Parties in the Event of Termination for Insufficiency of Funds by the Owner: If this Agreement is terminated by the Owner for insufficiency of funds pursuant to the provisions of the paragraph above, the Owner shall pay the MSC for all services rendered prior to such termination.

J. Termination for Cause by the MSC: The MSC may terminate this Agreement for cause by providing thirty (30) days written notice with an inclusive fifteen (15) day opportunity to cure for the occurrence of an Event of Default to the Owner. The following occurrences shall constitute an Event of Default under this Agreement:

1. Material breach by the Owner of any of the terms, conditions, representations, or obligations set forth in this Agreement.

2. Failure of the Owner to make payments to the MSC for services rendered as set forth in this Agreement.

K. Rights of the Parties in the Event of Termination for Cause by the MSC: If the Owner is in default of this Agreement pursuant to the provisions of the paragraph above and such default is not cured within fifteen (15) days following receipt by the Owner of notice that an Event of Default has occurred, then this Agreement may be terminated by the MSC. In the event of such termination, the Owner shall pay the MSC for all services rendered prior to termination. The rights and remedies of the MSC provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law, subject to the terms of this Agreement.

**1.04 IDEMNIFICATION: Limits of Liability**

A. MSC agrees to indemnify and hold Owner harmless from any and all costs, expense, damages, liens, charges, claims, judgments, demands, or liabilities whatsoever (including attorney’s fees) arising from the acts or omissions of MSC or its agents or employees.

B. MSC certifies that its performance under the Contract shall conform to all relevant provisions of Owner’s Contract and Purchase Order Supplements and Contractor’s Certifications. MSC shall indemnify and hold Owner harmless from all claims, costs, expenses, liability, judgments or damages whatsoever (including attorney’s fees) arising out of the alleged violation of such provisions with respect to the Services provided by MSC, except where such violations result from an action taken or directed by Owner.

**1.05 QUALIFICATIONS OF THE MSC**

A. The MSC shall be a recognized specialist active in the field of performing mechanical service on chilled water, condenser water, heating water, and control systems.

B. The MSC shall have been active in this type of work in for the past ten (10) years.

**1.06 MSC PERSONNEL REQUIREMENTS**

A. MSC Personnel:

1. The MSC shall perform all services through able, qualified, and trained personnel.

2. The MSC shall furnish a sufficient number of personnel as required per Paragraph 1.01, Section II above to provide the maintenance, service, and repair work in this Agreement. The MSC shall be responsible for supervision and direction of all personnel to insure the MSC's successful performance of its obligations under this Agreement.

3. The conduct of the MSC and all employees of the MSC shall be in accordance with the rules and regulations of the Owner pertaining to service personnel and visitors.

4. If requested by the Owner, the MSC shall remove any employee that engages in improper conduct, appears unqualified to perform their assigned duties, or has violated established protocols regarding security, conduct, or safety.

5. The MSC shall warrant that all employees are U.S. citizens or are otherwise legally entitled to accept employment with the MSC and perform services under this Agreement. The MSC shall pay all wages and all applicable federal, state and local taxes, including FICA, unemployment taxes, etc., arising out of such employment.

6. All employees of the MSC shall wear uniforms, which bear the proper identification of the employee and the MSC and be acceptable to the Owner.

7. Should the MSC become a party to a collective bargaining agreement, no provision in that agreement shall be binding upon the Owner. Any attempt to so bind the Owner shall be deemed to be a material breach of this Agreement. No provision in a collective bargaining agreement shall relieve the MSC of its obligations under this Agreement.

B. MSC Personnel Qualifications:

1. The MSC shall have a sufficient number of experienced and qualified HVACR personnel to fulfill the requirements of this Agreement. A list of personnel shall be submitted with the Proposal. The list shall include the names, titles, training, training certificates, and years of service with the company as well as total years of maintenance experience with chilled water, condenser water, heating water, and control systems.

2. The MSC shall submit with proposal a certificate of successful completion of a course of study in the field of pneumatic temperature control, electric and electronic temperature control, and refrigerants for all mechanics employed in the performance of this contract and who shall be regular employees of the MSC or under the direction of the MSC.

3. A failure to perform the work in accordance with these specifications, utilization of unqualified personnel, or excessively high turnover of personnel assigned to this project shall constitute a breach of the Agreement.

4. Personnel shall be capable of operating and maintaining the chilled water and condenser water control system to the Owner's satisfaction. In the event that technical support is required of the equipment manufacturer, the MSC shall promptly provide such support. The MSC shall be responsible for all costs incurred.

C. Account Representative. The MSC shall designate an Account Representative, having supervisory status, who shall be accessible regarding any communication relevant to the Agreement. The representative shall be the first person contacted when operational or emergency problems occur. At least once each month, the representative shall meet with a representative of the Owner to discuss performance under this Agreement.

**1.07 EXISTING EQUIPMENT**

A. The MSC shall consider the existing equipment to be in "as is" condition and no additional compensation shall be made due to any misunderstanding or error regarding condition. No additional compensation shall be allowed for replacing any or all equipment except as defined herein.

B. All equipment as specified in Paragraph 1.01A., Section II above and specifically including chillers, primary chilled water pumps, condenser water pumps, variable frequency drives, valves, cooling towers, boilers and controls that are components of the chilled water and condenser water systems, shall be serviced.

C. Equipment controls shall include all pneumatic, electric, and electronic controls that are integral to the operation of any equipment. Controls shall include, but not be limited to, any control interface or “gateway” required for the equipment to communicate with the central building automation system.

D. All chemical treatment for the primary chilled water, heating water, and condenser water system shall be included. Refer to Section III for specifications concerning water treatment services.

**1.08 INSURANCE**

A. The MSC shall obtain, pay for, and maintain the following insurance covering the performance of Services as a minimum:

1. Comprehensive General Liability Insurance covering each occurrence of bodily injury in an amount of not less than one million dollars ($1,000,000) and covering each occurrence of property damage in an amount of not less than one million dollars ($1,000,000). In lieu of providing separate coverage for bodily injury and property damage, as specified above, the MSC or may provide umbrella coverage with the total limit of one million dollars ($1,000,000) for each occurrence. The Comprehensive General Liability Insurance shall cover the Owner as an additional insured and shall contain endorsements providing coverage for the following:

a. Personal Injury Liability

b. Broad Form Property Damage

c. Blanket Contractual Liability

d. Products and Completed Liability

e. Premises-Operations Liability

f. Independent Contractor's Protective Liability, if the MSC employs subcontractors to perform portions of the Services.

2. Comprehensive Automobile Liability Insurance for owned, hired, and non-owned motor vehicles, if any, used for the performance of the Services. This insurance shall have the same minimum coverage limits as specified above for Comprehensive General Liability Insurance.

3. Workers' Compensation Insurance, Occupational Disease Insurance, and Disability Benefits Insurance, in accordance with applicable statutory requirements.

4. Employers' Liability Insurance in an amount not less than one hundred thousand dollars ($100,000).

B. Prior to the commencement of the Services on the Owner's premises, the MSC shall furnish the Owner with certificates of insurance providing evidence of the coverage and limits of liability required under Paragraph 1.08, Section II above. These certificates shall state that at least thirty (30) days written notice shall be provided to Owner prior to any cancellation, expiration, non-renewal, or material change in the insurance coverage, which occurs during the life of this Agreement.

C. The MSC shall be responsible to the Owner for the amount of any deductible contained in any of the foregoing policies and certificate of insurance.

D. These provisions set forth the minimum amounts and scopes of coverage and are not be construed in any way as a limitation on the MSC's liability under this Agreement.

E. SAU must be listed on each policy as an additional insured.

**1.09 BOILER AND MACHINERY INSURANCE**

A. During the term of this Agreement the Owner will maintain a comprehensive boiler and machinery insurance policy. This policy will cover damages resulting from accidents (properly classified as insurable events) to boilers, pressure vessels, air conditioning equipment, switchgear, and transformers subject to numerous exclusions and a per accident deductible. The Owner will be responsible for the payment of all premiums associated with this insurance policy. A portion of the equipment covered by this insurance policy is also included within the scope of this Maintenance Agreement. This Maintenance Agreement shall not cover damages to equipment that are also covered by the insurance policy unless such damages are the result of negligence on the part of the MSC. The Owner will be responsible for the payment of the deductible amounts. The Owner with the assistance and cooperation of the MSC will also be responsible for the notification of the insurance company and the filing of all claims.

# PART 2 – PRODUCTS

**2.01 GENERAL**

A. Where parts or materials are worn out during normal operation, have met or exceeded expected life span or cannot be restored, they shall be replaced by the MSC in accordance with paragraphs 2.01 C, D, E, F and G below.

B. The MSC must clarify that all parts and supplies for scheduled maintenance services as defined in Paragraph 1.02B.1., Section II and 1.02B.2., Section II above will be maintained on-hand to prevent any extended downtime.

C. The MSC will be responsible for all labor required to provide comprehensive maintenance coverage including scheduled maintenance in accordance with equipment manufacturer recommendations and unscheduled maintenance as required (the cost of labor is included in the Contract Price).

D. The MSC will be responsible for all parts and materials required to provide scheduled maintenance services as defined in Paragraph 1.02B.1., Section II and 1.02B.2., Section II above in accordance with equipment manufacturer recommendations (the cost of these parts and materials is included in the Contract Price).

E. The MSC will be responsible for all parts, materials and 50% of refrigerants required to provide comprehensive maintenance coverage of water chillers assigned in Paragraph 1.02B.1., Section II above (the cost of these parts, materials and refrigerants is included in the Contract Price).

F. In addition to the Contract Price, the Owner shall pay the MSC for 50% of the refrigerant associated with the repair or service of water chillers assigned in Paragraph 1.02B.1., Section II above. The price of refrigerant to the Owner shall be equal to the direct cost of the MSC (inclusive of applicable taxes) plus a mark-up of 10%.

G. In addition to the Contract Price, the Owner shall provide to or pay the MSC for all repair parts and materials (excluding parts and materials required to provide scheduled maintenance in accordance with equipment manufacturer recommendations and all parts, materials, and 50% of refrigerants associated with the repair or service of water chillers). If provided by the MSC, the price of repair parts and materials to the Owner shall be equal to the direct cost of the MSC (inclusive of applicable taxes) plus a mark-up of 10%.

**2.02 SPARE PARTS**

A. The MSC shall maintain a reasonable amount of dedicated on-site, local, and regional spare parts, materials, and supplies including consumables and other parts that would be utilized in a normally anticipated failure of the chilled water and condenser water equipment.

**PART 3—EXECUTION**

**3.01 WORK TO BE PERFORMED**

A. The minimum scheduled maintenance program requirements are specified in Section IV.

B. The over-all goal of this Agreement is to maintain and operate the HVACR components and systems in general as defined and in accordance with paragraph 1.01 above. As a minimum, all systems shall provide fundamental heating and cooling functions during the contract period. HVACR systems shall be maintained to operate according to the original system design intent. In addition to water treatment, the MSC will be responsible for servicing, repair and scheduled maintenance on all hot water boilers used for building heating, all domestic water heating equipment, and pool heating equipment.

C. The MSC shall maintain and service all piping, valves, and appurtenances from the equipment connection up to and including the main isolation valve within the equipment enclosure or equipment room. Additionally, the MSC is responsible for the maintenance and repair of all associated control valves and flow meters.

D. The MSC shall maintain service and or replace all control wiring and all power wiring up to and including the main disconnect switch, motor starter, or variable frequency drive. To clarify, the MSC’s is responsible for the maintenance and repair of power wiring between the motor and the motor controller (variable frequency drive or motor starter) and the maintenance and repair of the motor controller (variable frequency drive or motor starter) and the main disconnect switch.

E. This is an operation, repair, and maintenance contract. The replacement of equipment at the end of its economic life (worn out because of normal wear and tear) will be replaced at the Owner’s expense. If the Owner elects to replace economically repairable equipment and selects the MSC to provide and install the new equipment, the MSC will discount the cost of the equipment and installation contract in the amount of an estimate of the repair labor. Equipment replaced before the end of economic life because of the lack of proper operation and maintenance by the MSC will be paid for by the MSC.

F. Major capital improvements, as designated in writing by the Owner, such as equipment replacement or installation of new equipment, will be paid for by the Owner. If the MSC proposes that a piece of equipment be changed out, due to normal wear or inability to secure spare parts, the replacement equipment and

materials shall be new. The installation shall meet with the approval of the Owner. Equipment specifications shall be established by the Owner. Proposed products and materials shall be submitted to the Owner for approval.

G. Equipment damaged by fire or any other perils covered by insurance will be replaced at the expense of the insurance company with the Owner paying the deductible.

H. Once the MSC has initiated the repair or replacement of equipment, the MSC shall not leave the job site, without the approval of the Owner, until such repair or replacement is completed, unless the time for such repair or replacement extends beyond normal working hours. In the event the time for such repair or replacement extends beyond normal working hours, the MSC shall return to the job site at the beginning of the next available normal business day. In the event of an unscheduled or emergency repair, the MSC shall not leave the job site without the prior approval of the Owner under any circumstance.

**3.02 CHILLERS**

A. The MSC will provide preventative maintenance for water chillers in accordance with manufacturer recommendations. The MSC will provide a log of chiller operation parameters on a monthly basis and provide Owner with copy of log. The MSC will have yearly oil testing. The Owner, at the Owner’s expense may elect to have eddy current or other testing or an evaluation of condition by a third party.

**3.03 REFRIGERANTS**

A. MSC shall be responsible for replacement of 50% of all refrigerant for chillers (as assigned in Paragraph 1.02B.1., Section II) lost due to leaks, purges, repairs, system failure, etc. throughout the term of this Agreement.

B. The MSC may, as a part of its Service Agreement, provide relief valves, high efficiency purge and pre-vac units to any or all machines as required to protect its investment in refrigerants.

C. The MSC shall maintain the required Environmental Protection Agency (EPA) log on refrigerants as a part of its Service Agreement. The MSC shall comply with all of the EPA and ADEQ regulations.

D. The MSC shall not retrofit any chiller for an alternate refrigerant without the written authorization from the Owner.

**3.04 FILTERS**

A. The Owner will clean or replace air filters as needed on a regularly scheduled cycle. Filter maintenance of FCU’s and AHU’s will, also, include the cleaning and flushing of drain pans if needed.

**3.05 DISTRICT COOLING (DC)**

A. MSC shall maintain controls and equipment to insure continuous operation of campus DC system. MSC will provide to the Owner EMS generated daily operations reports showing tons for each building, total tons, gpm for each building, total gpm, CHWS and CHWR temperatures and outside air temperatures. This report should be printed at a time of maximum load. The MSC will not be responsible for the maintenance, repair or replacement of any of the District Cooling system infrastructure external to the buildings.

**3.07 OILS**

A. The MSC shall be responsible for the replacement of all lubricating oils and refrigerant oils lost due to leaks, normal use, repairs, system failure , etc. throughout the term of this Agreement at no additional cost to the Owner.

B. The MSC shall be responsible for the disposal of all used oils in accordance with current EPA and Arkansas Department of Pollution Control and Ecology regulations.

**3.08 SERVICE AREAS**

A. The MSC shall perform the services at the buildings in which the HVACR equipment is located. It is the MSC’s responsibility to examine the location of each piece of equipment.

B. The Owner shall notify the MSC of any subsequent change for equipment and furnish any other pertinent information necessary for the proper execution of the Agreement.

C. Servicing equipment in occupied spaces will be done at a time scheduled to provide minimum interruption of activities.

D. MSCs access to FCU’s in residence hall student rooms will be limited while occupied. MSC must follow Owner’s policy on gaining access to residence hall rooms.

E. The MSC will report to the Owner any mechanical room that does not meet ASHRAE ventilation standards. It will be the Owner’s responsibility to make any necessary retrofit.

**3.09 REPORTING METHOD AND OWNER INSPECTION**

A. Inspection: All work done and all materials furnished shall be subject to random and periodic inspection and approval by the Owner so as to ascertain that the services rendered are in accordance with requirements and intentions of the specifications and special provisions.

B. The Owner may require additional information as necessary to maintain a record of the services rendered in accordance with all regulatory agencies.

C. Reporting Method: The MSC shall furnish the Owner one (1) copy of a service check receipt for each unit services or repaired and a service check list bearing the signature of the maintenance personnel and the signature of the Owner’s designated representative certifying receipt of services.

D. Quality Assurance: The Owner will provide the MSC with monthly QA Reports listing any complaints on the performance of the MSC and any failure of the MSC to meet the requirements of this agreement.

**3.10 CLEAN UP**

A. The MSC shall keep the job site free of debris, litter, refuse, etc., and shall clean all oil dripping during the progress of work. The MSC shall remove all replaced parts and equipment from the area upon completion of the work.

**3.11 SYSTEM LOCATION**

A. Owner: Southern Arkansas University

B. Location: 100 Military, Magnolia, AR 71753 to include satellite facilities within a

10 mile radius.

**3.12 WARRANTY AGREEMENT**

A. The MSC shall submit a written warranty for replacement of any integral part of equipment listed herein, such as compressors, fan motors, etc. as guaranteed by the manufacturers.

B. The Warranty shall be for a period of one (1) year parts and labor.

C. Units covered by Manufacturer’s and Installer’s Warranty: There will be some equipment that is covered by a Manufacturer’s and Installer’s Warranty and/ or maintenance service agreement. The expiration dates of these units will be provided by the Owner. As the warranties and/or agreements expire, the MSC shall commence service on these units and shall continue to service them for the remaining period of the Agreement.

**3.13 Equipment Covered**

A. All heating, ventilating, air conditioning, and refrigeration (HVACR) equipment, including, but not limited to chillers, air handlers, fan coil units, boilers/heat exchangers (used for building heating/cooling), pumps, cooling towers, exhaust fans, fume hoods, related electrical motors and pumps, freezers, on-campus residential HVACR equipment including operation of the Siemens Apogee 600, Alerton Envision BAC Talk (vr. 2.6 or later), and Tridium Niagra EMS in the Owner’s buildings. A general list of the Owners equipment is located at Exhibit 1 of this Section.

B. Boiler maintenance to include the repairs and preventative maintenance of all hot water boilers used for building heating, domestic water heating, and pool heating including the repairs or replacement of gas valves, controls, ignition devices, safeties, low water cut offs, relief valves, and traps. The MSC will also be responsible for the repairs, and maintenance of combustion air fans, draft fans, and related controls. The MSC will be responsible for the maintenance of condensate receiver, condensate control pumps, and related controls. The Owner will be responsible for the replacement of the boiler if it has to be replaced because of normal wear and tear and also be responsible for hot water piping systems.

**3.14 ADDITONAL OWNER AND MSC RESPONSIBLITY**

A. MSC will operate and maintain the equipment in accordance with Manufacturer’s instructions.

B. Owner will provide access to building, parking and the use of existing shop facilities and utilities. The Owner and the MSC will maintain security of the equipment rooms. The MSC will sign out keys at beginning of contract and return keys upon end of contract

C. The MSC in consultation with the Owner will develop standard operating procedures as required.

D. The MSC will furnish uniforms clearly marked with the name of the Contractor and a nametag identifying the employee. The Contractor’s employees should maintain a neat and clean appearance.

E. The Owner will be responsible for the identification, testing, and abatement of any asbestos containing materials encountered, except as encountered within the internal gasketing materials or seals.

F. The Owner will furnish the HVAC shop with utilities for the MSC to use to store inventory and to work out of. The shop area is approximately 20’ x 30’ and will be shown during the MSC conference. A campus telephone will be furnished by Owner for local calls. The MSC is to provide each employee with their own cell phone for long distance calls and immediate communication with the Owner. MSC shop will be supplied with a secured core accessible by MSC and authorized personnel only. A key to the main gate as well as the office for access to EMS will be furnished along with all keys necessary to access all buildings.

**3.15 SERVICE CONTRACTS**

A. The Owner presently has a water treatment contract with Chem-Aqua and a chiller maintenance contract with Storer Services. These contracts expire June 30, 2021. It is the requirement of this proposal that the MSC selected is to provide equivalent service as provided by the present service contractor with MSC’s employees or sub-contractor approved by the Owner. All service technicians shall be factory certified for the brand of chillers being serviced

B. There is a Siemens Apogee System 600 and Tridium Niagra controls service contract with Powers of Arkansas that covers the energy management system. MSC will operate in conjunction with their ability to perform the requirements of the controls contract.

**SAU General Equipment DATA**\*

| **Item** | **Amt** | **Notes** |
| --- | --- | --- |
| Fan Coil Units | 1454 |  |
| Air Handling Units | 56 | Includes motors, belts, pulleys and controls |
| Pumps | 123 | Each unit contains a motor, coupling and pump housing |
| Exhaust Fans | 129 | Each unit has motors and belts |
| Boilers | 48 | Includes controls |
| Chillers | 7 |  |
| Cooling Towers | 7 | Includes controls, motors, belts, etc. |
| Ice Machines | 20 |  |
| Variable Frequency Drives | 101 |  |
| VAV’s | 492 |  |
| Package Units | 6 |  |
| Split Systems (Campus) | 235 |  |
| Floor Furnaces | 2 |  |
| Gas Heaters | 58 |  |
| Window Units AC (Campus) | 29 |  |
| Wall Furnaces | 3 | Exhibit I to Section II |
| Refrigerators | 27 |  |
| Walk-in Coolers (Campus) | 4 |  |
| Walk-in Freezers (Campus) | 11 |  |
| Fume Hoods | 30 |  |
| Bio Safety Hood | 2 |  |
| Condiment Cooler | 3 |  |
| Deli Display Cooler | 2 |  |
| Condensate Pumps | 3 |  |
| Thermostats (University) | 2265 |  |
| Snorkels | 6 |  |
| Energy Recovery Units | 2 |  |
| Energy Management Control Systems | 4 | Siemens; Alerton; Tridium; Carrier I-View(limited) |
|  |  |  |

\* This table is not intended to be an “all-inclusive” list but an estimate tool for prospective MSC’s

Exhibit 1 to

Section III

Exhibit 1 to Section II

**SECTION III MECHANICAL SYSTEM WATER TREATMENT SERVICES REQUIREMENTS FOR SOUTHERN ARKANSAS UNIVERSITY, MAGNOLIA ARKANSAS**

**PART 1—GENERAL**

**1.01 WORK INCLUDED**

A. It is the intent of these specifications that the HVACR MSC provide water treatment chemicals and professional water treatment consulting services for the mechanical systems in all buildings owned and operated by Southern Arkansas University at Magnolia, Arkansas. The MSC may have a qualified Water Treatment Company (hereafter referred to as WTC) as a sub-contractor to provide these services, or use own employee if such employees are certified in water treatment. Chemicals, service and equipment shall be supplied by a single WTC (specialist) for undivided responsibility. The management of this subcontractor will be the sole responsibility of the MSC as well as payment of all costs associated with this section. If the MSC chooses to provide the water treatment, the qualifications required will be the same as for a sub-contractor.

B. Water treatment services to be provided for all the following systems:

1. Condensate systems;

2. Boiler – hot water systems;

3. Cooling Tower water;

4. Chilled water systems.

**1.02 SCOPE OF SERVICES**

A. The water treatment services shall be complete and comprehensive in all respects. All work, including feeding of chemicals, shall be accomplished by this specialist.

B. Provide reports as required by the Owner.

C. Provide water treatment program start-up as required by the Owner.

D. Provide chemical testing and reporting as required by the Owner.

E. Provide corrosion testing and reporting as required by the Owner.

F. Provide scale and biological growth inspection and reporting as required by the Owner.

G. Provide and maintain feed and control systems.

H. Provide laboratory and technical analysis.

I. Provide emergency services.

J. Furnish, store and feed necessary chemicals.

**1.03 QUALIFICATIONS**

A. The WTC shall be a recognized specialist, active in the field of commercial and industrial water treatment for at least five (5) years and whose business is exclusively in the field of water treatment. It is preferred that the WTC be under the current Ownership and said name for the last five years.

B. The water treatment personnel performing the described service calls shall be full-time employee of the WTC. He shall have a minimum three years of experience in water treatment service and have been employed by the WTC for at least one (1) year.

**1.04 SUBMITTALS**

A. The following data shall be submitted by the successful MSC in the proposal and become part of the Agreement:

1. Company Documentation: The name of the WTC shall be identified in the proposal. Provide the size of the firm along with a brief description of company history. Additionally, the proposal shall include all information necessary to substantiate the required qualifications listed in Paragraph 1.03 above.

2. References: List at least three (3) references in the State of Arkansas for whom the WTC has performed water treatment services on a regular basis similar in nature to those specified herein. The Owner reserves the right to contact entities for which the water treatment company has provided services. These entities are not limited to the references provided in the proposal.

3. Personnel Qualifications: A list of water treatment personnel shall be submitted with the Proposal. The list shall include the names, titles, training, training certificates, and years of service with the company as well as total years of water treatment experience. The water treatment company shall submit with proposal a certificate of successful completion of a course of study in the field of water treatment for all personnel employed in the performance of this contract and who shall be regular employees of the water treatment company or under the direction of the water treatment company.

4. Description of Services: Provide a brief written description of services to be provided indicating how each system shall be treated, including, but not limited to chemicals to be used and feeding methods. Indicate where existing chemical feed systems are to be replaced or modified. Indicate, based on the best available information, where clean-up procedures shall be provided to remove existing scale and biological growth. Indicate the clean-up methods to be employed. Also, indicate any deviations from the specifications and any existing chemical feed system modifications provided to implement the water treatment program. Indicate, based on the best available information, what the water treatment company would consider to be “good control” as referenced in Paragraph 3.03A.1., Section III listed below.

5. Report Methods: Provide copies of material safety data sheets for proposed chemicals, log sheets, monthly service reports, feed and control equipment specifications, chemical test procedure outlines, laboratory analytical reports, and descriptive literatures of the proposed chemical for each type system to be treated.

6. Insurance: Provide a current, up-to-date, certificate of insurance to the Maintenance, Service and Repair Vendor indicating the types and amount of insurance provided. The minimum coverage shall be as indicated in Paragraph 1.08 of Section II.

7. Exclusions: List all items the water treatment company intends to exclude from this agreement and a written explanation of the reasons for the exclusion(s).

**PART 2 – PRODUCTS**

**2.01 GENERAL**

A. The Water Treatment Specialist shall standardize the chemical products used and the method of treatment in all treated water systems.

B. Generally, chemical treatment products and methods (on similar water systems) shall not vary from building to building.

C. Chemical products and treatment methods may be changed only if recommended in writing by MSC and approved in writing by the Owner.

D. All products and services included herein shall be in accordance with all applicable codes and standards.

**2.02 COOLING WATER TREATMENT (OPEN SYSTEM)**

A. Chemicals for the program are to be used as prescribed by the Water Treatment Specialist.

**2.03 CHILLED WATER SYSTEMS TREATMENT (CLOSED LOOP)**

A. Chemicals for the program are to be as prescribed by the Water Treatment Specialist.

**2.04 BOILER—HOT WATER SYSTEMS (CLOSED LOOP)**

A. Chemicals for the program are to be as prescribed by the Water Treatment Specialist.

**2.05 TEST EQUIPMENT AND LOGS**

A. Provide testing equipment (test kit) for Owner’s use.

B. Provide daily test log sheets.

**2.06 PROHIBITED CHEMICALS**

A. Treatment products containing the following chemicals shall not be used:

1. Chlorine.

2. Chromates.

3. Sodium Pentachlorphenate.

4. Carbamate.

**PART 3—EXECUTION**

**3.01 EXISTING CONDITIONS**

A. The water treatment specialist shall verify all existing conditions. In terms of water treatment, the systems are currently considered to be in good condition.

B. The water treatment specialist shall question the Owner concerning existing scale or biological growth conditions. The water treatment specialist shall adjust the treatment as required to clean up the existing systems.

C. The water treatment specialist shall verify the current methods of treatment being utilized in each system or item of equipment covered by these specifications. The water treatment specialist shall provide chemicals and formulations that are compatible with chemicals and formulations now contained in the systems and the equipment to be treated.

D. The water treatment specialist shall purge chromate residue as required.

E. The water treatment specialist shall furnish and install pumps, pipe, valves, and other accessories as required to implement the water treatment programs. The water treatment specialist shall be responsible for providing electrical power to new equipment furnished under this Agreement. Electrical work shall be completed by a licensed electrician in accordance with all applicable codes and statutes.

**3.02 FIRST YEAR EQUIPMENT INSPECTIONS AND SYSTEM CLEAN-UP**

A. This section only applies during the first year of the Agreement period.

B. Within the first year of the agreement period, internal inspection of all scheduled equipment will occur as part of the maintenance service MSCs annual routine maintenance. At this time, the Water Treatment Specialist shall inspect each piece of scheduled equipment.

C. The MSC shall immediately inform the Owner in writing of any scale or biological growth condition with the prescribed clean-up procedures.

D. The MSC shall begin clean-up procedure only after receipt of written approval from the Owner.

**3.03 TREATMENT PROGRAM START-UP**

A. Provide water treatment program start-up procedures on all systems. As a minimum, start-up to include:

1. Bringing all systems under good control.

2. On-site testing.

3. Clean the scale and biological growth out of systems.

B. When all systems are under good control and plant personnel are correctly performing chemical tests and adjustments, the described periodic service will begin.

**3.04 CHEMICAL TESTING AND REPORTING**

A. After start-up procedures are complete, test and service each system every thirty (30) days minimum.

B. Provide a completed typewritten form for each system reporting test results, condition of system and any prescribed changes in the water treatment program.

**3.05 SCALE AND BIOLOGICAL GROWTH INSPECTION AND REPORTING**

A. During the term of the agreement, scale and biological growth in heat exchangers, boilers, cooling towers, etc. shall not occur.

B. Upon inspection of the equipment, no visual biological growth accumulation shall be allowed.

C. Upon inspection of the equipment, no visual scale accumulation shall be allowed.

D. These inspections will be performed by the Owner and MSC at any convenient time, such as when the equipment is “opened up”.

E. The Owner’s agreement coordinator shall report in writing to the MSC when scale accumulation or biological growth occurs.

**3.06 EMERGENCY SERVICES**

A. The MSC and/ or Water Treatment Specialist shall be available, at no extra charge, when an emergency or special situation occurs. These situations will generally consist of:

1. When a boiler, condenser, and/or water side of chiller evaporator section is opened for emergency or routine inspections, repair and /or cleaning. Reasonable advance notice will be provided in each instance other than legitimate emergency situations.

2. The MSC and/ or Water Treatment Specialist shall also be available on an “on call” basis when significant water treatment problems arise between regularly scheduled visits.

**3.07 LABORATORY ANALYSIS**

A. An expanded water analysis of all treated systems shall be provided to the Owner at the on-start of treatment and on a semi-annual basis (every six months) thereafter until term of the agreement has expired.

B. Water samples shall be sent to the Water Treatment Company Laboratory, analysis completed and report provided.

C. Accompanying this analysis report, the MSC shall provide a letter of interpretation of the laboratory analysis.

D. The following chemicals, compounds and tests shall be included in the expanded laboratory analysis; ammonia, carbon dioxide, total hardness, calcium, magnesium, phenolphthalein alkalinity, methyl orange alkalinity, sulfate, chloride, silica, total phosphate, total inorganic phosphate, ortho phosphate, PH, specific conductance corrected, total copper, total iron, soluble zinc, total parts per million (PPM) inhibitor residual and PPM of Total Dissolved Solids (TDS).

E. The laboratory analysis shall also include analysis for Legionnaire’s Disease Control in Atlanta, Georgia and inform the Owner in writing concerning the new outbreaks of disease related to water treatment of mechanical systems.

F. The laboratory shall periodically communicate with the Center for Disease Control in Atlanta, Georgia and inform the Owner in writing concerning the new outbreaks of disease related to water treatment of mechanical systems.

**3.08 INDEPENDENT LABORATORY ANALYSIS**

A. The Owner reserves the right to employ the services of an independent analytical laboratory to verify the analytical results provided by the MSC.

B. This laboratory analysis will be at the Owner’s expense and will occur at the Owner’s discretion.

**3.09 CHEMICALS**

A. Provide an adequate supply of chemicals

B. Provide Material Safety Data sheets for all chemical products used, as per Department of Transportation (DOT).

C. Store chemicals in a safe, dry location at each building.

D. Location and quantity of chemicals to be stored shall be approved by the Owner.

**3.10 SYSTEM AND EQUIPMENT DAMAGE**

A. If non-compatible chemicals and/or formulations are fed into the systems, which cause damage to such systems, the MSC will be held solely responsible for the repair or replacement of such damaged equipment.

B. It is the responsibility of the MSC to make a decision based on ages and condition of pipes, coils, tubes, tower, etc., as to whether or not they would be at high risk for water treatment. The MSC will be held solely responsible for the repair or replacement of such damage. If the MSC has questions, they are to be addressed in writing to Southern Arkansas University at Magnolia, Arkansas.

**SECTION IV**

**Minimum Scheduled Maintenance Program Requirements**

**for Southern Arkansas University**

**1.01 Water Chillers:**

A. Annual Maintenance. Once each year a thorough preventative maintenance program shall be completed in accordance with the manufacturer’s recommended guidelines and as additionally outlined below:

1. Furnish nitrogen, oil filters, gaskets as required.

2. Pressure test as required.

3. Meg test oil pump motor.

4. Repair any minor leaks.

5. Inspect and calibrate safety controls.

6. Inspect and tighten all starter terminals. Inspect contacts for wear.

7. Inspect and calibrate overloads. Record trip amps and trip times.

8. Inspect and tighten motor terminals and control panel terminals.

9. Clean oil strainer. Replace filter and gasket as required.

10. Inspect and tighten oil heater leads.

11. Inspect and verify proper operation of vane positioner.

12. Oil sample and analysis for wear metals, acid content, and moisture.

13. Change oil as required.

14. Inspect and brush clean condenser tubes.

15. Verify proper refrigerant charge.

16. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

17. Provide a written report to the Owner.

B. Operating Inspections: The operation of the water chillers is to be inspected a minimum of one (1) time per week. Operating inspections shall include the items of work listed below:

1. Verify proper operation of lubrication systems including oil pump and oil pressure regulators.

2. Verify proper operation of motors and starters.

3. Inspect operating log.

4. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

5. Provide a written report to the Owner.

C. Manufacturer’s Instructions. Perform all preventative maintenance services in strict accordance with the equipment manufacturer.

**1.02 COOLING TOWERS**

A. Annual Maintenance. The following preventative maintenance actions are to be performed once each year at the onset of the cooling season.

1. Clean debris from platform and surrounding area. Clean water sump. Clean float valve assembly and adjust for proper operation. Verify proper operation of cooling tower make-up water meter. Clean overflow connection and piping. Clean tower strainers. Clean hot water basins. Inspect spray nozzles or orifices as applicable. Clean or replace as required. Flush cooling tower after cleaning. Fill system and check for leaks. Inspect sump heaters and verify proper operation prior to heating season. Adjust controls as required. Inspect and adjust fan belts if applicable. Replace fan belts as required. Lubricate fan and motor bearings in accordance with manufacturer instructions. Inspect gear reducer oil level as required. Add oil as required. Change oil as required. Check amperage on fan motors. Compare to nameplate data. Record readings. Inspect electrical conditions and verify proper operation of contactors, relays, overloads, safety controls, etc. Inspect condenser water temperature control system. Adjust as required. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected. Provide a written report to the Owner. Operating Inspections: The operation of the cooling towers is to be inspected a minimum of one (1) time per week. Operating inspections shall include the items of work listed below: Inspect float valve assemblies and verify proper operation. Verify proper operation of cooling tower make-up water meter. Clean overflow connection and piping. Inspect tower strainers. Clean as required. Inspect hot water basins. Clean as required. Inspect for leaks. Inspect and adjust fan belts if applicable. Replace fan belts as required.

2. Inspect gear reducer oil level as required. Add oil as required. Change oil as required.

3. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

4. Provide a written report to the Owner.

B. Manufacturer’s Instructions. Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.

**1.03 PUMPS**

A. Annual Maintenance. Once each year a thorough preventative maintenance program shall be completed. The program shall include the items of work listed below:

1. Clean pump strainers (strainer is removed from the housing and cleaned).

2. Lubricate pump and motor bearings in accordance with the manufacturer recommendations.

3. Check motor mounts and vibration pads. Repair and replace as required.

4. Tighten all nuts and bolts.

5. Visually check pump alignment and mounting. Re-align pumps and mounting as required.

6. For all pumps that are 50 HP or greater, conduct a laser alignment test on pumps and mounting. Re-align pumps and mounting as required. Document results of tests to Owner.

7. Inspect all electrical connections.

8. Check motor amperage. Compare to nameplate data. Record readings as required.

9. Inspect mechanical seals or packing. Replace or adjust as required.

10. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

11. Provide a written report to the Owner.

B. Operating Inspections: The operation of the pumps is to be inspected a minimum of one (1) time each calendar quarter. Operating inspections shall include the items of work listed below:

1. Lubricate pump and motor bearings in accordance with the manufacturer recommendations.

2. Inspect mechanical seals or packing. Replace or adjust as required.

3. Check suction and discharge pressures. Record readings as required.

4. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

5. Provide a written report to the Owner.

C. Manufacturer’s Instructions. Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.

**1.04 Control System**

A. Annual Maintenance: Once each year a thorough preventative maintenance program shall be completed. The program shall include the items of work listed below:

1. Calibrate system controls.

2. Verify proper operating sequences.

3. Clean control panels.

4. Inspect control valves and verify proper operation.

5. Check all temperature setpoints and adjust as required.

6. Check all weekly schedule programs and adjust as required.

7. Inspect control air system for leaks.

8. Inspect control air pressures. Adjust pressure regulating valves as required.

9. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

10. Provide a written report to the Owner.

B. Operating Inspections. The operation of the control system is to be inspected a minimum of one (1) time per month. Operating inspections shall include the items of work listed below:

1. Check all temperature setpoints. Adjust as required.

2. Check all weekly schedule programs. Adjust as required.

3. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

4. Provide a written report to the Owner.

C. Manufacturer’s Instructions. Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.

**1.05 Variable Frequency Drives**

A. Annual Maintenance. Once each year a thorough preventative maintenance program shall be completed. The program shall include the items of work listed below:

1. Clean the interior and exterior of all variable frequency drives.

2. Verify proper operation.

3. Report to operator all deficiencies and corrective actions. Identify deficiencies that have not been corrected.

4. Provide a written report to the Owner.

B. Manufacturer’s Instructions: Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.

**1.06 Air Handling Units and Computer Room Units**

A. Annual Winter Maintenance: Once each year a thorough preventative maintenance program shall be completed. The program shall include the items of work listed below:

1. Inspect coils. Clean as required.

2. Inspect drain pan and drain line. Verify proper operation.

3. Clean drain pan.

4. Inspect fan wheels. Clean as required.

5. Inspect drive shafts.

6. Inspect belt alignment and tension. Adjust belts as required. Replace belts as required.

7. Lubricate in accordance with manufacturer recommendations.

8. Check motor operating voltages and amperages. Compare to nameplate data. Record readings.

9. Check bearings and motor mounting.

10. Inspect inlet vane or variable frequency drive if applicable. Verify proper operation.

11. Inspect dampers and damper actuators. Verify proper operation.

12. Inspect control valves. Verify proper operation.

13. Inspect humidifiers if applicable. Verify proper operation.

14. Inspect filters. Replace as required.

15. Report to operator all deficiencies and corrective actions. Identify deficiencies which have not been corrected.

16. Provide a written report to the Owner.

B. Operating Inspections: The operation of the air handling unit is to be inspected a minimum of three (3) times during the operating season. Operating inspections shall include the items of work listed below:

1. Inspect drain pan and drain line. Verify proper operation.

2. Clean drain pan as required.

3. Inspect belt alignment and tension. Adjust belts as required.

4. Lubricate in accordance with manufacturer recommendations.

5. Check motor operating voltages and amperages. Compare to nameplate data. Record readings.

6. Check bearings and motor mounting.

7. Inspect filters. Replace as required.

8. Report to operator all deficiencies and corrective actions. Identify deficiencies which have not been corrected.

9. Provide a written report to the Owner.

C. Manufacturer’s Instructions: Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.

**1.07 BOILERS**

A. Annual Winter Maintenance: Once each year a thorough preventative maintenance program shall be completed. The program shall include the items of work listed below:

1. Clean burners and combustion chamber.

2. Lubricate dampers, linkages, and blower motors.

3. Clean air inlets.

4. Inspect all operating and safety controls. Verify proper operation.

5. Check for gas leaks.

6. Inspect and tighten terminals.

7. Flue gas analysis. Adjust controls for maximum efficiency.

8. Report to operator all deficiencies and corrective actions. Identify deficiencies which have not been corrected.

9. Provide a written report to the Owner.

B. Manufacturer’s Instructions: Perform all preventative maintenance services in strict accordance with the recommendations of the equipment manufacturer.