



American Recovery and Reinvestment Act of 2009



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-11-0028	Buyer: Jackie Mosier
Commodity: Installers of Small-Scale Renewable Energy Systems for consumers interested in the Renewable Technology Rebate program with the AR Economic Development Commission's Energy Office	Proposal Opening Date: September 15, 2010
Date: August 24, 2010	Proposal Opening Time: 1:30 PM CDT

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESSES: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification: _____

* _____ *

Federal Employer ID Number			Social Security Number	
FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION				
Business (check one):	Designation	Individual *	Sole Proprietorship *	Public Service Corp *
		Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	To create a list of qualified vendors for the Renewable Technology Rebate program
TYPE OF CONTRACT:	Term
BUYER:	Jackie Mosier
AGENCY P.R. NUMBER	Offline

- MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by State agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American _____ Hispanic American _____ American Indian _____
 Native American _____ Asian _____ Pacific Islander _____

Certification number _____

- EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
- ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.
- ALTERATION OF ORIGINAL SOLICITATION DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.
- REQUIREMENT OF AMENDMENT:** THIS PROPOSAL MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
- DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Proposal documents received at the Office of State Procurement after the date

and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a proposal.
8. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
9. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms posted with this proposal.

SECTION I GENERAL INFORMATION

1.0 INTRODUCTION

Vendors are invited to submit proposals in order to participate in the non-residential installation of small-scale renewable energy systems for the Renewable Technology Rebate Fund program for the Arkansas Energy Office (AEO), a division of the Arkansas Economic Development Commission (AEDC).

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of the Arkansas Energy Office. The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer; Jackie Mosier at (501)371-6065 or jackie.mosier@dfa.arkansas.gov.

1.2 CAUTION TO VENDORS

- 1.2.1 During the time between the proposal opening and the completion of the approved vendor's list, any contact concerning this RFQ will be initiated by the issuing office or requesting entity and not the vendor.
- 1.2.2 Vendors **MUST** submit on or before the date specified on page one of this RFQ:
 - a. One (1) hard, signed original proposal.
 - b. One (1) electronic version of the signed technical proposal response, preferably in MS Word/Excel format, on CD or flash drive.
- 1.2.3 If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours of request.
- 1.2.4 For a proposal to be considered, an official authorized to bind the vendor to a resultant contract must have signed the proposal.
- 1.2.5 All official documents and correspondence shall be included as part of the resultant contract.
- 1.2.6 The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFQ, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 - a. Failure of vendor to submit proposal on or before the deadline established by the issuing office.
 - b. Failure to supply vendor references.
 - c. Failure to sign an Official RFQ Document.
 - d. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
 - e. Proposals will only be accepted in the English language.

1.3 RFQ FORMAT

Any statement in this document that contains the word "must" or "shall" or "will" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected. It is recommended that bidders respond to each item or paragraph of the RFQ in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.4 ACCOUNTING PROVISIONS

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.5 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (RFQ) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (RFQ) become the property of the State

and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. The vendor must submit one complete copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If you do not send a redacted copy your entire proposal will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.6 RESERVATION

This RFQ does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract. The State reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFQ, if it is in the best interest of the State to do so.

1.7 CLARIFICATION OF RFQ

If additional information is necessary to enable bidders to better interpret the information contained in the RFQ, written questions will be accepted until the close of business on September 1, 2010. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response will be posted on the OSP website on or before the close of business on September 7, 2010. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Questions should be sent to Jackie Mosier at jackie.mosier@dfa.arkansas.gov.

1.8 PROPOSAL EVALUATION AND SELECTION

Responses will be reviewed by OSP, with the help of the agency, to ensure that all requirements have been met, and a qualified vendor list will be compiled with the respondents who meet all mandatory requirements. This RFQ is being issued to create a list of approved vendors for consumers (companies, building owners, etc.) who are interested in participating in the Rebate program to use as installers.

1.9 CONTRACT INFORMATION

1.9.1 The State of Arkansas may not contract with another party:

- a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
- b. Upon default, to pay all sums to become due under a contract.
- c. To pay damages, legal expenses or other costs and expenses of any party.
- d. To continue a contract once the equipment has been repossessed.
- e. To conduct litigation in a place other than Pulaski County, Arkansas
- f. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

1.9.2 A party wishing to contract with the State of Arkansas should:

- a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- b. Include in its contract that the laws of the State of Arkansas govern the contract.
- c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.10 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "bidder" "vendor" are used as synonyms in this document. The word "contractor" refers to the vendor selected for contract

award. The word “Agency” or “Department” refers to the Arkansas Economic Development Commission’s Energy Office.

1.11 CONDITIONS

The qualified vendors shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of a qualified vendor list. The qualified vendors shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the qualified vendors.

1.12 SUBCONTRACTORS

The service provider is fully responsible for all work performed under the contract. The service provider may enter into written subcontracts for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the contract administrator prior to the effective date of any subcontract. The service provider must notify the contract administrator immediately regarding a claim that is filed by a subcontractor against the service provider.

1.13 PUBLICITY

News release(s) by a vendor pertaining to this RFQ or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor’s proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the list of qualified vendors is completed.

1.14 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information that its employees may become aware of during the course of performance of tasks that may be awarded as a result of this RFQ. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of any resulting contract.

1.15 CANCELLATION

In the event the State no longer needs the qualified vendor list due to program changes, changes in laws, rules, or regulations, or relocation of offices, the State may cancel the qualified vendor list by giving the vendors written notice of such cancellation 30 days prior to the date of cancellation. Funding for any resulting contract is contingent upon availability and appropriation of ARRA funds.

SECTION 2: ADMINISTRATIVE OVERVIEW

2.0 BACKGROUND

The Arkansas Energy Office (AEO), a division of the Arkansas Economic Development Commission, is seeking to create a list of qualified vendors for the Renewable Technology Rebate program funded under the American Recovery and Reinvestment Act of 2009 (ARRA). This program requires that consumers use “eligible installers” selected by the AEO. The AEO is administering a renewable technology rebate fund for the installation of small-scale renewable energy systems. Because of additional ARRA requirements for non-residential facilities, a list of state approved contractors is required to streamline the process.

2.1 PURPOSE

The purpose of this RFQ is to select installers who are qualified to participate in this program. Vendors selected for this list will be eligible to participate in the non-residential installation of small-scale renewable energy systems for the Renewable Technology Rebate Fund program. Eligible vendors will contract directly by non-residential consumers and not the Arkansas Energy Office or the State of Arkansas.

2.2 ANTICIPATED PROCUREMENT TIMELINE

August 24, 2010	Request For Qualifications (RFQ) Release Date
September 1, 2010	Vendor Questions for Clarification Deadline by 4:30 p.m. CDT to jackie.mosier@dfa.arkansas.gov

September 7, 2010	Answers to Vendor's Questions Posted http://www.arkansas.gov/dfa/procurement/bids/index.php
September 30, 2010*	Evaluation Committee finished with Proposals
October 15, 2010*	End of Anticipation to Award period

*approximate dates

SECTION 3: SCOPE WORK

3.0 SCOPE

The primary objective of the Renewable Technology Rebate Fund is to support the installation of renewable energy systems in the form of small-scale electric generation, solar and wind, as well as solar domestic hot water systems. The non-residential consumers eligible to participate include commercial consumers, nonprofits, schools, local government entities, state government entities, industrial customers, farms, owners of multi-family residences or any other entity approved by AEO. An eligible contractor is a company or individual that designs, installs, sells and services renewable energy system and equipment to residential and non-residential consumers. The following program requirements apply:

- a. Photovoltaics – appropriately sized units on existing rooftops and parking shade structures; or 60 kW systems or smaller installed on the ground within the boundaries of an existing facility.
- b. Wind turbines – 20 kW or smaller (larger wind turbines will require additional environmental review and may be considered on a case-by-case basis).
- c. All equipment must be new and commercially available. Additionally, systems must meet applicable UL, IEEE, and/or NEC standards, as well as, SRCC standards for thermal systems.
- d. Rebate applicants for electric systems must obtain an interconnection agreement with their electric utility and participate in the net-metering program. This does not include thermal systems.
- e. All locations must be reviewed for potential impacts to historic buildings and/or sites, as well as potential environmental impacts, which could affect eligibility.

3.1 PROGRAM RESTRICTIONS:

- a. Systems may not be used for casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools, or mobile homes that are not on a foundation.
- b. Applicants are allowed one application for the Renewable Technology Rebate Fund for Electric Systems per building or facility. Applicants are also permitted one application for the Renewable Technology Rebate Fund for Thermal Systems per building or facility.
- c. Those small cities and counties receiving funds for systems through the AEO Energy Efficiency Conservation Block Grant (EECBG) Program are not eligible to participate in this rebate program.

SECTION 4: ADDITIONAL PROPOSAL REQUIREMENTS

4.0 LOCATION

Vendor (and any subcontractors) must certify that they are located in the United States

4.1 CERTIFICATION

Vendor must be a North American Board of Certified Energy Practitioner (NABCEP), or identify subcontractor with NABCEP certification who will review all installations made by vendor. Copies of all applicable training and/or certification documentation must be turned in with proposal.

4.2 BONDED/INSURED

Vendor must be bonded and insured. Proof of license(s) and insurance is required in proposal submission.

4.3 DUNS AND CCR NUMBER

Vendor must obtain a DUNS and CCR number. Contractor agrees to provide the State of Arkansas with its unique DUNS number, "data universal numbering system", prior to being on the qualified vendor list and also agrees to

maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with ARRA funds.

4.4 VENDOR REFERENCES

Each respondent is to provide, with RFQ response, a list of at least three client references. Include contact person, title, address, and phone number or email address. These references may be contacted and asked to confirm:

- That the provider has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFQ.
- That the provider met all obligations under afore mentioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
- That the provider and all staff conducted themselves in a highly professional and ethical manner.

4.5 IDENTIFICATION OF BUSINESS

- 4.5.1 State the full name and address of the business/individual, the telephone and fax numbers, and the names, addresses, e-mail addresses and telephone numbers of person(s) that will perform, or assist in performing, the work proposed.
- 4.5.2 A summary of the business/individual’s experience in requested service areas, as specifically mentioned in the scope of work.
- 4.5.3 Provide proof of NABCEB certification for contractor or subcontractor.

4.6 PERSONNEL AND EXPERIENCE

Vendor must have experience in renewable energy systems installation. Vendor must provide the following information:

- 4.6.1 Number of years in business
- 4.6.2 Principal sector of work (residential or commercial)
- 4.6.3 Describe in detail your knowledge of renewable energy, installation and maintenance, as well as other skills or knowledge that may be applicable.
- 4.6.4 Include information about installation work you have completed in the past, including images of installed systems (if applicable).
- 4.6.5 Number of systems installed in the last five (5) years:

Systems	Number	Size (kW)
Photovoltaic		
Solar Water Heating		
Geothermal		
Biomass		
Other		

4.7 SUBCONTRACTORS

Contractors must be able to staff a project team that clearly possesses talent and experience in the type of work proposed. If additional staff or sub-contractors will be used, describe the project contribution of each person and approximate amount of time to be devoted to the project, and provide a description of the work to be performed. Include a resume for each person, detailing their special qualifications applicable to the project.

SECTION 5: AMERICAN RECOVERY REINVESTMENT ACT OF 2009

5.0 GENERAL ASSURANCES

As the duly authorized representative of the Contractor, I certify that the contractor:

1. **LEGAL AUTHORITY** - Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. **ACCESS TO RECORDS** - Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the awards; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. CONFLICT OF INTEREST - Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. COMPLETION OF WORK - Will initiate and complete the work within the designated time frame after receipt of approval of the awarding agency.
5. MERIT PROGRAMS - Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit Systems of Personnel Administration (5 C.F.R. 900, Subpart F).
6. NONDISCRIMINATION - Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. DAVIS BACON ACT – Will comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. Sub-section 267a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sec. 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sub-section 327-333) regarding labor standards for federally –assisted construction agreements.
8. LIMIT POLITICAL ACTIVITY - Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501 -1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.
9. AUDITS - Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
10. COMPLIANCE - Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
11. BUY AMERICAN REQUIREMENT – Will comply with the Buy American provision of ARRA, Section 1605, that requires that the iron, steel and manufactured goods in a public building or public work be produced in the United States.

5.1 SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTORS USING AMERICAN REINVESTMENT AND RECOVERY ACT FUNDS

INSTRUCTIONS TO CONTRACTOR:

- a. The Contractor specifically agrees to comply with each of the terms and conditions contained herein, which are hereby incorporated by reference into all other applicable contract documents.
- b. Contractor understands and acknowledges that the federal stimulus process is still evolving and that new requirements for American Reinvestment and Recovery Act (ARRA) compliance may still be forthcoming from the federal government and the State of Arkansas. Accordingly, Contractor specifically agrees that it and all sub-contractors will comply with all such requirements during the contract period.
- c. Contractor certifies that neither they nor their sub-contractors are on the Federal Debarment List.
- d. For any sub-contractors whose contract is equal to or greater than \$25,000: (a) the name of the entity receiving the subcontractor; (b) the amount of the sub-contract; (c) the primary location of the sub-contractor, including the city, state, congressional district, and country; and (d) a unique identifier

of the entity receiving the sub-contract and the parent entity of sub-contractor, should the entity be owned by another; and (e) the names and total compensation of the five most highly compensated officers of the company if it received: (i) 80% or more of its annual gross revenues in Federal awards; and (ii) \$25,000,000 or more in annual gross Revenue.

1. DUNS AND CCR NUMBER: Contractor agrees to provide the State of Arkansas with its unique DUNS number, "data universal numbering system", prior to award, and also agrees to maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with ARRA funds.
2. AVAILABILITY OF FUNDING: Contractor agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 will not be continued with state financed appropriations once the temporary federal funds are expended.
3. FALSE CLAIMS ACT: Contractor agrees that it shall promptly report any credible evidence that a principal, employee, agent, sub- contractors or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds to the following State of Arkansas website: <http://recovery.arkansas.gov/fraud.php>.
4. ENFORCEABILITY: Contractor agrees that if contractor or one of its sub-contractors fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the State of Arkansas may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State of Arkansas under all applicable state and federal laws.
5. INSPECTION OF RECORDS: Contractor agrees that it shall permit the State of Arkansas, the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to and involve transactions relating to this contract; and (2) interview any officer or employee of Contractor or any of its sub contractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA.
6. PROHIBITION ON USE OF ARRA FUNDS: Contractor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.
7. REPORTING REQUIREMENTS: Contractor agrees to abide by the same transparency measures that all State of Arkansas agencies are required to follow, as well as auditing and accounting procedures for all aspects of federal spending related to ARRA; and shall comply with the reporting guidelines set forth at: http://recovery.arkansas.gov/dfa/dfa_index.html.
 - a. WEEKLY SUB-RECIPIENT STATUS REPORT
The Contractor will provide the AEO with a weekly update report. The weekly update should include the current status to include, but not limited to the sub- awardees (contractors) progress, and type and locations of installations. The AEO is required to report weekly on ARRA program progress report to the Governor's Office; therefore, a weekly update must be provided to the AEO no later than Thursday at the close of business of each week through the duration of the project. A report form will be provided.
 - b. MONTHLY SUB-RECIPIENT STATUS REPORT
The Contractor will provide AEO with a sub-recipient monthly status report and must be submitted to the AEO no later than the 1st day of the month following the reporting period. The first report will be due on the 1st day of the month following the contract award date, and each month thereafter on the

1st day of the month through duration of the grant (September 13, 2012) or completion of the project, funds expended and the final report is submitted. The report should address the cumulative progress on the project as it relates to the Scope of Work, vendor activity, monthly financial expenditures, timeline, jobs created, and estimated energy and environmental (CO2) reductions. The summary should also indicate any change in the Scope of Work or issues that have arisen that alter or delay progress. A report form will be provided.

c. DOE MONTHLY REPORT

The Contractor will provide AEO with a monthly report and must be submitted to the AEO no later than the 25th day of the month. Monthly reports are submitted to the US DOE and retained on file at the AEO. The first report will be due by the 25th day of the month following the contract award date, and each month thereafter on the 25th day of the month through duration of the grant (September 13, 2012) or completion of the project, funds expended and the final report is submitted. The report should address the project metric activity and total monthly expenditures. A report form will be provided.

d. QUARTERLY SUB-RECIPIENT STATUS REPORT

The Contractor will provide the AEO with a quarterly report and must be submitted to the AEO by the 15th day of the month following the reporting period. Quarterly reports are submitted by the AEO to the U.S. DOE and retained on file at the AEO. The first report, for the quarter July - September, 2010, will be due by October 15, 2010, and each quarter thereafter on the 15th day of the month following the reporting period through duration of the grant (September 13, 2012) or completion of the project, funds expended and the final report is submitted. The report should address the cumulative progress on the project as it relates to the Scope of Work, budget and timeline and include the financial status of the contract; jobs created or retained and estimated energy and environmental (CO2) reductions. The summary should also indicate any change in the Scope of Work or issues that have arisen that alter or delay progress. A report form will be provided.

e. FINAL PROJECT REPORT

The Contractor will provide the AEO with an end of program, final report. The final report shall be submitted to the AEO no later than 30 days following the end of the program or notification of completion. The final report will summarize the project to include the financial status of the contract, jobs created or retained jobs, locations, number of meters, number of accounts, number of facilities and confirmation that all information entered in ESPM is accurate. It will also review all the recommendations made during the term of the contract. Based on the baseline created for each agency the reduction goals for 20% by 2014 and 30% by 2017 will be presented in a tabular fashion. The estimated energy and environmental (CO2) reductions will be in this table also. The final report should also contain a statement that assures all contract expenditures were made in accordance with the contract.

8. SEGREGATION OF FUNDS: Contractor agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be commingled with any other funds or used for a purpose other than that of making payment for costs allowable under the ARRA.
9. SUBRECIPIENT REQUIREMENTS: Contractor agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontractors in connection with projects funded in whole or in part with funds available under the American and Reinvestment Act of 2009, Pub. L. 111-5.
10. WHISTLEBLOWER PROTECTION: Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors of ARRA funds, including the State of Arkansas, and all Contractors of the State of Arkansas, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonable

believes are evidence of (1) gross mismanagement of a grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency grant (including the competition for or negotiation of a grant) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA. An example poster can be found at the following website: <http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>. A notation stating, "Report information concerning fraud, waste, and abuse to <http://recovery.arkansas.gov/fraud.php>", should be included on the posting.

11. LOGO REQUIRMENTS: Contractor agrees that the identifying logos for Recovery.Arkansas.gov and Recovery.gov will be placed on the Contractor's previously established website or will be added to a newly created website to provide the ability to quickly identify Recovery and Reinvestment programs throughout the state. The guidelines for placement of these logos can be found at <http://recovery.arkansas.gov/websiteguidelines/>.
12. WEBSITE LINKS: Contractor agrees to provide a website link to an Arkansas Recovery Website resource page on the Contractor's established website or newly developed website. Sample guidelines for resource pages can be found at: http://recovery.arkansas.gov/dfa/dfa_index.html.
13. PRESS RELEASES, PUBLIC NOTICES, PRINTED MATERIALS, AND SIGNAGE: Contractor agrees to receive approval from the AEO for all public notices, press releases, and printed materials created to inform the public of a program or project relating to ARRA funds prior to release, and that signage identifying the program or project shall be placed on site.
14. MAINTAIN ADEQUATE RECORDS: Contractor agrees to maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) as required by Congress, and in accordance with "Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 Common Rules provision, to maintain records that identify adequately the source and application of Recovery Act funds.
15. INFORMATION IN SUPPORTING OF RECOVERY ACT REPORTING:
Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.
16. NOTICE OF RESTRICTION ON DISCLOSURE AND USE OF DATA:
A proposal may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the contractor does not want disclosed to the public or used by the Government for any purpose other than this proposal. To protect such data, the contractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

"The data contained in pages ---- of this proposal have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this contractor receives an award as a result of or in connection with the submission of this proposal, DOE shall have the right to use or disclose the data here to the extent provided in the award. "

This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website: www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other

information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under Sections 552 and 552a of Title 5, United States Code.

PLEASE NOTE THAT COMPLIANCE WITH APPLICABLE SECTIONS OF THE AMERICAN RECOVERY AND REINVESTMENT ACT WILL BE STRICTLY ENFORCED BY THE STATE AND FEDERAL GOVERNMENT. THEREFORE, ALL CONTRACTORS AND SUB-CONTRACTORS SHOULD BECOME FAMILIAR WITH THE SPECIFIC TERMS AND REPORTING REQUIREMENTS OF ARRA AS MAY BE APPLICABLE TO ARRA FUNDS RELATED TO THIS CONTRACT AWARD.

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the request for proposal override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the bid.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for proposal will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The solicitation will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the solicitation, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this request for proposal is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for proposal, the bidder named on the front of this request for proposal, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an

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