



**Procurement and Travel Services
Young Building, Suite 101
203 West O Street
Russellville, AR 72801
479-968-0269**

OFFICIAL BID SHEET

DATE: April 13, 2018

BID NUMBER: B018032

Issuing Officer: Jessica Holloway

Email: jholloway@atu.edu

INVITATION

Unsigned bids will not be considered.

Bids are invited for the Financing of Energy Saving Capital Equipment for Arkansas Tech University. Sealed Bids must be returned to Procurement Services, no later than 2:00 PM, Monday, April 30, 2018 at which time all bids will be opened publicly and read. Inquiries concerning this bid should be directed to Jessica Holloway at 479-968-0269.

OPTION 1:

14-Year – Fixed Rate – Annual Payments based upon a loan amount of \$5,800,000 Capital lease. Rate of Interest _____ Payment amount \$ _____

OPTION 1A:

15-Year – Fixed Rate – Annual Payments based upon a loan amount of \$5,800,000 Capital lease. Rate of Interest _____ Payment amount \$ _____

OPTION 2:

12-Year – Fixed Rate – Annual Payments based upon a loan amount of \$3,700,000 Capital lease. Rate of Interest _____ Payment amount \$ _____

OPTION 2A:

15-Year – Fixed Rate – Annual Payments based upon a loan amount of \$3,700,000 Capital lease. Rate of Interest _____ Payment amount \$ _____

Other cost associated with loan \$ _____

Explanation of other cost:

Rate held for _____ days from date of signature of bid document.

BID

I hereby certify that I have read and understand the terms and conditions stated within the bid documents and that my bid is submitted in accordance herewith:

Name: _____

Signed: _____

Company: _____

Title: _____

Address: _____

Date: _____ Telephone: _____

Email: _____

INVITATION FOR BID

GENERAL INFORMATION

Issuing Agency

This invitation for bid (IFB) is issued for Arkansas Tech University (ATU) as prospective lessee, by Procurement Services. The issuing department is the sole point of contact for the ATU selection process. Personal contact should be made through Jessica Holloway, Director of Procurement, Telephone 479-968-0269, and Email jholloway@atu.edu.

Type of Contract

The intent of this IFB is to obtain a multi-year capital lease agreement (only one term will be selected) for the Purchase of a variety of capital equipment (Energy Saving Equipment), which is to replace existing HVAC, Lighting, Building Automation Systems and other up-to-date, high efficiency, energy saving equipment as determined by the Investment Grade Audit performed by Performance Services, a State approved Energy Saving Contractor (ESCO). **See Attached scope of work Schedule.** This scope will be used for either option and adjusted to loan award.

The equipment will be acquired directly from the manufacturers' distributors of each product after competitively bid.

The Lease amount will be comprised of the cost of the equipment, delivery charges, and installation charges. The State of Arkansas has authorized that payments may be made from the savings earned as a result of lower utility bills, which is guaranteed by the ESCO.

ATU intends to designate this financing as a Bank Qualified Tax Exempt Obligation. Contractor will provide documentation as such for Board approval.

Escrow Account

An interest bearing escrow account is to be established in the name of Arkansas Tech University. Loan/Lease proceeds are to be deposited into this escrow account from which payments for said equipment and related items are to be paid by the contractor. There shall be no additional cost to ATU for this account and service provided.

Bid Opening Date and Location

To be considered, sealed bids must be received no later than 2:00 PM CST, Monday, April 30, 2018 in Procurement Services, 203 West O Street, Young Building, East End, Russellville, AR 72801.

Faxed bids will NOT be accepted.

Award

Award for the Equipment Financing will be made to the responsive bidder acceptable to ATU whose response is judged to be the most effective and economical for the purpose intended.

ATU reserves the right to NOT make an award for this Invitation for Bid.

Equipment Ordering and Acceptance

ATU must have the flexibility to order the equipment as needed throughout the following months until each piece of equipment is acquired and installed. The Equipment will be accepted after inspection of each installation. Lease is to begin on or before August 1, 2018 at which time closing papers are to be signed. ATU will immediately forward all invoices for the equipment to the Contractor. Contractor shall make payments to the manufacturers/distributors upon receipt of invoices. All late penalties assessed due and caused by Contractor will be borne by the Contractor.

IRS TAX CERTIFICATION INFORMATION

Arkansas Tech University is a state institution. Tax ID# is 71-6014834.

MANDATORY REQUIREMENTS

1. Bidder must include with their proposal a list of at least three (3) references with whom a financial transaction, similar to this project, has been conducted within the last two calendar years. This list should include the company name, address telephone number and contact person.
2. An audited financial statement must accompany the bid proposal. All contract documents as well as proposed terms and conditions must be submitted with bid and will be used in determining award of contract. Any and All items that differ from this IFB must be specifically marked and mentioned as such. Otherwise, it will be understood that terms and conditions contained herein are agreed upon.
3. CAUTION TO BIDDERS:
In accordance with the terms and conditions of this document, bidders are cautioned not to include any form of penalty, for any reason, with regard to the financing that may be offered.

Bidders should note the following in regard to the State's contracting authority.

- A. The State of Arkansas may NOT contract with another party:
 1. to lease any equipment for a period of time, which continues past the end of a biennial period year unless, a term of the contract allows cancellation by the State upon 30 days written notice. A suggested term is set forth at C.2 below.

2. to pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
 3. to indemnify and defend that party for any liability and damage; however, the State 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 and reimburse that party for the loss caused solely by the State's uses or possession (this is the only form of indemnification to which the State can agree);
 4. upon default, to pay all sums to become due under a contract;
 5. to pay damages, legal expenses or other costs and expenses of any party;
 6. to continue a contract once the equipment has been repossessed;
 7. to conduct litigation in a place other than Pope County, Arkansas;
 8. to agree to any provision of a contract which violates the laws or Constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
1. remove any language from its contract which grants to it any remedies other than:
The right to possession;
The right to accrued payments;
The right, to expenses of de-installation;
The right to expenses of repair to return the equipment to normal working order, normal wear and tear excepted;
The right to recover only amounts due at the time of repossession and any unamortized
nonrecurring cost as allowed by Arkansas law.
 2. Include in its contract that the laws of the State of Arkansas govern the contract;
 3. When in a bidding situation, acknowledge in its contract that contracts become effective when awarded by the University.
- C. The State of Arkansas may contract with another party:
1. to accept the risk of loss of the equipment and pay for destruction, loss or damage to the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk;
 2. to agree to the following provision:

In the event the Legislature of the State of Arkansas in regular, biennial session does not appropriate sufficient finds to ATU to cover the remaining obligations hereunder, ATU may, upon thirty (30) days written notice to vendor/lessor of the lack of sufficient appropriated funding, cancel this Agreement as to that equipment or service for which no or insufficient appropriations were made; or, in the event that insufficient funds are actually distributed under an appropriation during the biennium from which payment can be made for the equipment or service described in this Agreement, ATU may, upon thirty (30) days written notice to vendor/lessor after learning of the insufficient fund distribution, cancel this Agreement as to that equipment or service for which there are insufficient appropriations distributed.

In the event the anticipated term of this agreement extends beyond the current biennial period, the Agreement will be terminable on the part of the State (ATU) without cause at the end of the current biennium. However, ATU may agree to continue the contract albeit in no case will any renewal, automatic or otherwise, cause the Agreement to continue beyond the next succeeding biennial period during which sufficient state funds shall have been appropriated to ATU.

Availability of funds will be determined at the sole discretion of the University.

SPECIAL TERMS AND CONDITIONS

1. This Invitation does not commit ATU to pay any cost incurred in the preparation of bids. Further, ATU reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency.
2. Bidders must include as part of their bid all of the provisions of this Invitation and furnish all information required. Bids must be signed by an official authorized to bind the bidder to the resultant contract. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas shall govern. Any Terms & Conditions submitted which are considered unacceptable to ATU will require alteration. Failure of a bidder to comply with such alterations will be cause for rejection of the bid. Mandatory requirements/specifications as outlined in the IFB may not be altered. All agreements of any nature requiring execution by ATU in order to complete the financial transaction must be submitted with bid.

Bids will be publicly opened and become public information under the laws of the State of Arkansas.

Other Stipulations

1. The lease period will begin on or before August 1, 2018 with an agreed term per award amount. Payments are to be calculated for advanced annual payments.

2. The Lessee will not accept additional charges, fees, or taxes other than those specified in Bid Response. Such charges must be clearly indicated and obvious.

The Following Information must be provided with bid and updated immediately as changes occur.

Vendor Contact Person: _____

Telephone Number: _____

Email Address: _____

ALL Respondents will be **required** to complete the following forms:

- Contract and Grant Disclosure and Certification Form
- EEO Policy Letter
- Illegal Immigrant Certification Form
- Restriction of Boycott of Israel Certification

Forms are available on our web site. www.atu.edu/purchasing

Failure to provide the completed forms may result in rejection of response.

MINORITY BUSINESS POLICY: It is the policy of the State of Arkansas and this university that Minority Business Enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority exclusion.