**REQUEST FOR QUALIFICATIONS**

<table>
<thead>
<tr>
<th>RFQ Number: SP-14-0087</th>
<th>Buyer: Paul Coulter <a href="mailto:paul.coulter@dfa.arkansas.gov">paul.coulter@dfa.arkansas.gov</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commodity: Emergency Restoration Services</td>
<td>Proposal Opening Date: March 19, 2014</td>
</tr>
<tr>
<td>Agency: Arkansas Insurance Department</td>
<td>Proposal Opening Time: 2:00 PM Central Time</td>
</tr>
<tr>
<td>Date Issued: February 26, 2014</td>
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</tr>
</tbody>
</table>

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ 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 RFQ. 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 RFQ opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

**MAILING ADDRESS:**
Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

**TELEPHONE NUMBER:** 501-324-9316

**RFQ OPENING LOCATION:**
Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

**COMPANY NAME:**

Name (type or print):
Address:
Telephone Number:
E-Mail Address:
Authorized Signature:

**USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

<table>
<thead>
<tr>
<th>Business Designation (check one):</th>
<th>Individual [ ]</th>
<th>Sole Proprietorship [ ]</th>
<th>Public Service Corp [ ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partnership [ ]</td>
<td>Corporation [ ]</td>
<td>Government/ Nonprofit [ ]</td>
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</table>
STATE OF ARKANSAS
REQUEST FOR QUALIFICATIONS

RFQ NO: SP14-0087

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TYPE OF CONTRACT: Term
AGENCY P.R. NUMBER OFFLINE

1. MINORITY BUSINESS POLICY
Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. 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 ☐ Service Disabled Veteran
☐ Asian American ☐ Pacific Islander American

Arkansas Minority Certification Number ______________________

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY
In compliance with Arkansas Code Annotated § 19-11-104, 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.arkansas.gov, 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.

3. EMPLOYMENT OF ILLEGAL IMMIGRANTS
Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: https://www.ark.org/dfa/immigrant/index.php/user/login

4. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM
The respondent’s solution must comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

5. ALTERATION OF ORIGINAL RFQ 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 a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
6. **REQUIREMENT OF AMENDMENT**
   This RFQ may be modified only by addenda written and authorized by the Office of State Procurement. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all addenda to the RFQ prior to submission. There will be no addenda to a RFQ 72 hours prior to the RFQ 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.

7. **DELIVERY OF RESPONSE DOCUMENTS**
   In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFQ solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFQ the submission is intended.

8. **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 that conflict with mandatory terms and conditions required by law. In signing and submitting a proposal, 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 proposal, shall be grounds for rejecting a bid.

9. **PAST PERFORMANCE**
   In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor’s past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. **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.

11. **EO-98-04 GOVERNOR’S EXECUTIVE ORDER**
    Bidders should complete the Disclosure Forms issued with this RFQ.

12. **LANGUAGE**
    Proposals will only be accepted in the English language.
SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION
This Request for Qualification (RFQ) is issued by the Office of State Procurement (OSP) for the Arkansas Insurance Department (AID) to establish a pool of qualified vendors for restoration services. This pool will benefit both the vendor(s) and State agencies by establishing a Qualified Vendor List (QVL) for obtaining “as needed” Emergency Restoration Services. The intent of this RFQ is to mitigate the damage to State properties in the event of an unexpected loss and/or damage to State properties by shortening the time required to contract with vendors to obtain services.

The State currently has over 5000 buildings/locations plus any public schools, political subdivisions or higher education (e.g., state colleges, state universities) all of which may use this QVL.

When an agency has a need for restoration services utilizing the State’s QVL the following actions will occur:

A. A representative from the agency will contact and provide the vendor with information needed to deploy the initial and immediate restoration efforts.
   1. The agency may request a quote prior to vendor starting any work on the project.
   2. During emergency restoration projects, the initial contact should be telephonically initiated by the agency authorizing the vendor to start the initial and immediate restoration process.

B. The vendor must respond to the agency pursuant to Section 2 of this RFQ.

C. Agency will work with the adjuster and vendor for any follow-on services the agency may require after the initial and immediate restoration project is complete.

1.2 ISSUING AGENCY
This RFQ is issued by the OSP for the AID. The issuing office is the sole point of contact in the State for the selection process. Vendor’s questions regarding RFQ related matters should be made through the State’s buyer, Paul Coulter at (501) 683-0084 or by email at paul.coulter@dfa.arkansas.gov. Vendor’s questions will be answered as a courtesy and at vendor’s own risk.

1.3 CAUTION TO BIDDERS
A. During the time between the RFQ opening and any resulting QVL, any contact concerning this RFQ will be initiated by the issuing office and not the respondent. Specifically, the person named herein will initiate all contact.

B. Vendors must submit one (1) signed original RFQ response (marked “ORIGINAL”) and three (3) electronic copy of the RFQ response (marked “COPY”) on CD or preferably a flash drive on or before the date specified on page one of this RFQ. Failure to submit the required number of copies with the RFQ response may be cause for rejection. If the Office of State Procurement requests additional copies of the RFQ response, they must be delivered within 24 hours of request.

C. For an RFQ response to be considered, an official authorized to bind the respondent to a resultant contract must have signed the response.

D. All official documents and correspondence shall be included as part of any resultant contract.
E. The State Procurement Official reserves the right to reject a response for any or all line items of a response received as a result of this RFQ, if it is in the best interest of the State to do so. Responses will be rejected for one or more reasons not limited to the following:
1. Failure of vendor to submit response on or before the deadline established by the issuing office.
2. Failure of the vendor to respond to a requirement for oral/written clarification.
3. Failure to supply vendor references, if requested.
4. Failure to sign an official RFQ document.
5. 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.

1.4 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(s) to satisfy that intent will cause the proposal to be rejected. It is recommended that bidder(s) respond to each item or paragraph of the RFQ in sequence. Items not needing a specific vendor(s) 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(s) must identify the specific page and paragraph being referenced.

1.5 TERM OF QUALIFICATION
Vendors added to the QVL as a result of this RFQ shall be qualified for one (1) year. Vendors approved through the qualification process set forth in this RFQ will be reviewed on the annual renewal date of the initial qualification list, and upon mutual agreement may be annually re-qualified for one (1) year periods or a portion thereof, until the termination of the QVL at the end of the seven (7) year period, which will begin on the date of the initial qualification from this RFQ.

1.6 PROPRIETARY INFORMATION
Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information.

The vendor should submit one complete copy of the response 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 a redacted copy is not included, the entire proposal will be open to public inspection with the exception of financial. 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.

1.7 CLARIFICATION OF RFQ AND QUESTIONS
If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFQ, written questions will be accepted until the 4:00 p.m. CST on March 7, 2014. Bidder(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted on the OSP website on or before the close of business 4:00 p.m. CST on March 14, 2014. 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 Paul Coulter at paul.coulter@dfa.arkansas.gov.
1.8 **ORAL AND/OR WRITTEN PRESENTATIONS/DEMONSTRATIONS**

If requested by the AID Emergency Restoration Evaluation Committee, vendor **must** make oral and/or written presentations.

The RFQ evaluation committee chairperson **will** schedule the time and location for each demonstration or presentation. At minimum, a two week notice **will** be given for scheduling of the presentation/demonstration, however presentation/demonstration may take place sooner than two weeks if requested by vendor, and if the date and time is acceptable by AID. All presentation/demonstration are subject to be recorded. No presentation/demonstration is to exceed 2 hours in length from beginning of setup to end of presentation/demonstration.

All expenses associated with the presentation/demonstration except travel, meals, and lodging for State personnel, **will** be borne by the vendor.

1.9 **RESERVATION**

This RFQ does not commit the State Procurement Official to qualify a vendor, 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. The State reserves the right to accept or reject, in part or in its entirety, any or all responses received as a result of this RFQ, if it is in the best interest of the State to do so.

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 item in question as indicated in “1.7 CLARIFICATION OF RFQ AND QUESTIONS”.

The words “bidder”, “vendor” and "respondent" are used as synonyms in this document. The word “employee” refers to all of the vendor’s personnel as well as any subcontracted personnel. The word “project” refers to restorations and jobs.

1.11 **PUBLICITY**

News release(s) by a vendor(s) 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 contract award is complete.

1.12 **PRICING**

Pricing **must not** be submitted with the bidder's proposal.

**IN THE EVENT A CONTRACT IS AWARDED BASED ON THIS RFQ THE FOLLOWING SHALL APPLY (1.13 – 1.22):**

1.13 **CONTRACT INFORMATION**

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

1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
2. 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.
3. Upon default, to pay all sums to become due under a contract.
4. To pay damages, legal expenses or other costs and expenses of any party.
5. To continue a contract once the equipment has been repossessed.
6. To conduct litigation in a place other than Pulaski County, Arkansas
7. 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:
      a. The right to possession.
      b. The right to accrued payments.
      c. The right to expenses of deinstallation.
      d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
      e. 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. Acknowledge that contracts become effective when awarded by the State Procurement Official.

C. The State of Arkansas may contract with another party:
   1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
2. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.14 CONDITIONS OF CONTRACT
The successful vendor 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 this contract which in any manner affect the completion of the work. The successful vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.15 STATEMENT OF LIABILITY
The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability for equipment, software, and technical literature until the deliverables/services have been accepted by the “authorized agency official.” At no time will the State be responsible for or accept liability for any vendor-owned items.

1.16 RECORD RETENTION
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 specified by the State of Arkansas Law. 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's 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.
1.17 **NEGOTIATIONS**
As provided in this RFQ and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for the QVL for the purpose of obtaining clarification of proposal response.

1.18 **QUALIFICATION RESPONSIBILITY**
The State Procurement Official will be responsible for any QVL resulting from this RFQ.

1.19 **QUALIFICATION CRITERIA**
A. The three (3) vendors with the highest proposal evaluation scores will be placed on the QVL. This list will be published on the OSP website. The list will be in alphabetical order; there will not be a primary or secondary vendor.

B. Use of the QVL created as a result of this solicitation will be non-mandatory for State agencies and other entities in the State of Arkansas.

C. Agencies are free to select any vendor from the QVL.

1.20 **PRIME CONTRACTOR RESPONSIBILITY**
Single and joint vendor proposals by vendors are acceptable. However, a single vendor must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor’s organizational activities in their technical proposal response. The State reserves the right to refuse the choice of any particular sub-contractor that may be proposed.

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official.

The contractor shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.21 **CONFIDENTIALITY**
The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks in the event a contract is awarded. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

1.22 **CANCELLATION**
In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
1.23 **CONTRACT PAYMENT**

In consideration of any resulting contract agreement provisions and RFQ requirements, the contracting entity agrees to pay the contractor according to a specific payment schedule to be mutually agreed upon by the agency and the contractor prior to contract execution. The schedule should show payment amounts and should reflect actual work done by the payment dates.

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the contracting agency. The State may not be invoiced in advance of delivery and acceptance of any equipment or service.

Vendors **must** be registered with the State prior to being placed on the State’s QVL and to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at [https://www.ark.org/vendor/index.html](https://www.ark.org/vendor/index.html).

1.24 **TIMELINE**

Any timelines associated with this RFQ are estimated.

A. Release of RFP: February 27, 2014
   - Written Question Submittal Deadline: March 7, 2014
   - Written Response to Questions: March 12, 2014
   - Opening Date and Time for RFQ: March 19, 2014 at 2:00 p.m.
   - Committee Evaluations Period: *March 19-26, 2014*
   - Notification of Selection: *March 27, 2014*
   - Qualified Vendor Pool begin: *April 1, 2014*

*Note: The dates containing “*” are anticipated dates.*

1.25 **COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION**

Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. The contractor(s) therefore agree(s) to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid **must** be equally applied to such participants.
SECTION 2 SCOPE OF WORK

2.1. SPECIFIC REQUIREMENTS

A. Vendors must have the ability to provide the services needed for the immediate and initial response to any emergency situations including, but not limited to:
   1. Water intrusion and water damage
   2. Flood
   3. Earth movement
   4. Wind damage
   5. Hail damage
   6. Fire damage
   7. Smoke damage
   8. Hazardous Waste Site
   9. Vandalism cleanup and board up
   10. Biohazard cleanup
   11. Crime scene cleanup
   12. Sewage decontamination
   13. Deodorization
   14. Mold remediation
   15. Debris removal
   16. Removal and restoration of historical artifacts
   17. Animal infestations
   18. Soft content removal
   19. Hard content removal
   20. Document reclamation
   21. Electronic equipment restoration
   22. Cleaning content
   23. Offsite storage facility
   24. HIPAA (Health Insurance Portability and Accountability) compliance
   25. Handling, retrieving, removal, and restoration of vital records (i.e., paper, photo, database, magnetic tape).
   26. Emergency repair to buildings

2.2 LICENSING AND CERTIFICATION

Insurance policies and State laws require certain restoration projects be performed by vendors certified or licensed to complete those disciplines of work.

A. Vendors must be certified or licensed to perform any restoration services where insurance policies, State policies, regulations, and/or State laws require a certification or license.
   1. Vendors should reference the Arkansas Contractors Licensing Board for more information.

2.3 RESPONSE TIME

A. Vendor shall provide a toll free number that must be attended twenty-four (24) hours a day, seven (7) days a week, with qualified personnel to handle trouble reports from the State.

B. When emergency calls are received through a third party answering service, the vendor must respond telephonically or in person to the agency regarding their emergency within one (1) hour of the agency’s initial notification.

C. The vendor must be on site within twelve (12) hours of the agency’s initial notification to determine the scope of work involved. AID may approve additional time for certain emergencies during disasters.

D. Vendor must provide a written scope of work to the agency within 24 hours of assessing the site. AID may approve additional time for certain emergencies during disasters.
2.4 STAFFING
A. The vendor(s) must maintain the personnel and resources necessary to manage, staff, and perform the work within this RFQ.
B. The vendor shall comply with all wage and hours of employment regulations pursuant to federal, State laws and any applicable statutes.
C. The vendor shall pay all their employees in accordance with the Fair Labor Standards Act and any applicable statutes.
D. The restoration manager must have five (5) years’ of restoration project experience in providing restoration services management.
E. The vendor shall ensure its employees abide by the policies, rules and regulations, with respect to use of the premises, as established by the agency.
F. All employees of the vendor shall be paid by the vendor and they shall not be considered employees of the agency or the State.
G. Vendor’s employees who perform services for an agency should have a “clean” criminal background investigation completed.
   1. Should it be determined by the agency that “clean” criminal background investigations are explicitly required for the restoration project; the vendor must provide workers with a “clean” criminal background investigation.
   2. On projects where the agency has determined specific parameters for the “clean” background investigation, the vendor must adhere to those parameters without disruption in service should the restoration site require such personnel.

2.5 BONDING CAPABILITY
A. Vendor(s) must provide proof in bid submission of bonding ability from an A+ rated surety bond company.
B. The agency will have the final determination of when a restoration project(s) requires a Payment & Performance Bond, and the bond will be provided to the agency at that time.

2.6 PRICING FORMAT
A. At the time of bid submission, vendors must have the ability to determine pricing by using software equal to or greater than Xactimate. Pricing must not be submitted with the RFQ response.
   1. Xactimate Profit markup must not be more than 10%.
   2. Xactimate Overhead markup must not be more than 10%.

2.7 COMPANY EXPERIENCE AND REQUIREMENTS
A. At the time of bid submission, vendor must have been in business for five (5) years.
B. Company must possess any business license, professional licenses and certifications required by the state of Arkansas and any other applicable statutes.
   1. At the time of bid submission, all license(s) and certifications must be current.
C. Vendors that function as a franchise must bid through their corporate office.
D. Vendor should provide a minimum of a one (1) page and no more than a two (2) page detailed synopsis of their work capacities.
1. The synopsis of the vendors listed on the State’s QVL will be posted on the State website to aid State agencies in vendor selection. Vendors are allowed to update their synopsis each year upon qualification renewals.

2.8 MANDATORY INSURANCE COVERAGE
Vendor must provide proof in bid submission of the following mandatory coverage and must maintain coverage throughout the qualification duration, including qualification renewals. Should any of the below coverage lapse during the qualification duration, vendor must contact OSP immediately.

A. General Liability (including products liability) with limits no less than:
   1. Each Occurrence $1,000,000
   2. Personal & ADV injury $1,000,000
   3. General Aggregate $2,000,000
   4. Products – COMP/OP AGC $2,000,000
   5. Property Damage to Rented Premises $100,000
   6. Pollution Liability per claim Aggregate $1,000,000

B. Worker’s Compensation statutory limits.
   1. E.L. each accident $1,000,000
   2. E.L. disease each employee $1,000,000
   3. E.L. disease policy limit $2,000,000

C. Auto Liability
   1. Combine Single Limits $1,000,000
   2. Underinsured motorist $1,000,000

D. Umbrella Liability
   1. Each occurrence $2,000,000
   2. Aggregate $2,000,000

E. Unemployment insurance and all other insurance as required by Arkansas State Law.

2.9 RFQ SUBMISSION
A. Original responses and copies should be indexed and tabbed with the following sections indicated:
   1. Cover Letter
   2. Signed RFQ and Responses
   3. Governor’s Executive Order 98-04
   4. Copy of the vendor’s Equal Employment Opportunity Statement
   5. Copy of Illegal Immigrant Online Certification Disclosure
SECTION 3 QUALIFYING INFORMATION

3.1 RESTORATION TASK METHODOLOGY
A. For each item below, provide a two (2) paragraph solution. A longer response is acceptable if necessary for particular items.

1. Water intrusion and water damage
2. Flood
3. Earth movement
4. Wind damage
5. Hail damage
6. Fire damage
7. Smoke damage
8. Hazardous Waste Site
9. Vandalism cleanup and board up
10. Biohazard cleanup
11. Crime scene cleanup
12. Sewage decontamination
13. Deodorization
14. Mold remediation
15. Debris removal
16. Removal and restoration of historical artifacts
17. Animal infestations
18. Soft content removal
19. Hard content removal
20. Document reclamation
21. Electronic equipment restoration
22. Cleaning content
23. Offsite storage facility
24. HIPAA (Health Insurance Portability and Accountability) compliance
25. Handling, retrieving, removal, and restoration of vital records (i.e., paper, photo, database, magnetic tape).
26. Emergency repair to buildings
   a. The vendor(s) will not be responsible for complete reconstruction except to the extent necessary for emergency repairs, and damage mitigation.
27. Vendor should provide a brief solution to any restoration process not listed in the list above.

3.2 CERTIFICATIONS AND PROFESSIONAL LICENSURE
A. Provide proof in bid submission of business license, professional licensure, training, and any industry certifications for employees in all applicable restoration disciplines.

B. The below certifying entities are accepted. Authorized equivalent certifications may also be accepted, but the equivalence determinations are determined solely by the Emergency Restoration Evaluation Committee.
1. RIA (Restoration Industry Association)
2. Institute of Inspection, Cleaning and Restoration Certification (IICRC)
3. Restoration Consultants
4. William Stewart Associates

C. Provide a copy in bid submission of current Arkansas Contractor’s Licenses with bid submission.
D. Provide copies in bid submission of any certifications or degrees of the staff members that will work on State projects.
   1. Provide an explanation of the importance of those certification or degrees.
   2. Provide the name of the issuing authority of those certifications or degrees.
   3. Examples of those certifications include, but not limited to:
      a. Indoor Air Quality – Certified Mold Remediator
      b. Structure Drying - IICRC – Applied Structural Drying
      c. Fire/Smoke Damage Restoration - ASCR – Certified Restorer
      d. Subrogation Training
      e. Claims Training Service

3.3 STAFFING
A. Pursuant to the restoration tasks listed in Section 3.1, list in bid submission the names of the Managers currently on staff with management experience in each listed task.

B. Provide in bid submission resumes of key leadership personnel and managers working on State restoration projects.
   1. Include the following information:
      a. Name
      b. Job Title
      c. Role that the person will fulfill in the awarded project
      d. Education
      e. Training/Certifications
      f. Technical/Functional/Business experience within the past five (5) years
      g. Tenure with the bidder’s company

C. Pursuant to the restoration tasks listed in Section 3.1, provide a listing in bid submission of commercial restoration “only” projects the managers have managed and completed in the last five (5) years that are worth over $50,000.
   1. The $50,000 threshold may not include cost for repairs and replacement projects.
   2. Provide the names of the companies and a contact name and phone number for each project. This information will be used strictly to verify the projects were completed.
   3. Summarize the scope of work for each project.

D. Provide in bid submission the total number of restoration projects the managers have successfully completed in the last five (5) years.

3.4 PRICING SOFTWARE
A. If not using Xactimate to determine pricing, in bid submission defend how your software is equal to or greater than Xactimate regarding restoration projects.

B. Describe pricing software model and version (do not provide actual pricing).
3.5 COMPANY EXPERIENCE
A. Provide with bid submission the background of your company to include:
   1. Number of full time employees
   2. Describe the company safety programs.
   3. Documentation of the number of completed projects by your company in the last five (5) years containing the size, type and dollar amount.
   4. Proof of company operating for a minimum of five (5) consecutive years at the time of bid submission.
   5. Number of years’ experience the company has in disaster restoration projects.
   6. Provide a listing of professional associations and affiliations of the company.
B. Provide with bid submission evidence of your company’s most recent Better Business Bureau’s A+ rating with submission.
   1. List any unresolved complaints. Provide details of the situation and the outcome.
C. Provide with bid submission a Dun & Bradstreet’s Business Information Report with submission.
   a. Ensure your report is less than 12 months old.
   b. Vendors may use Promo Code: DNBIPRO10 to obtain a Dun & Bradstreet report should their report be more than 12 months old.
D. Provide details of the outcome and situations of any resolved and pending litigation related to their company’s restoration services within last 3 years

3.6 VENDOR’S REFERENCES
A. Provide with submission a minimum of three (3) third party independent commercial claims adjusters or claims manager’s references. Include contact person and phone number or email address. These references will be contacted and asked to confirm:
   1. That the provider has, under previous agreement, successfully performed emergency restoration project(s).
   2. That the provider met all obligations under afore mentioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
   3. That the provider and all staff members conducted themselves in a highly professional and ethical manner.

3.7 QUALIFYING EQUIPMENT
Provide an inventory list of any restoration equipment owned by the vendor e.g., drying equipment, air scrubbers, rolling stock, etc.
   1. Include the name of the manufacturer, current value, and office location of equipment.
   2. Provide the total current value of all equipment.
SECTION 4: SELECTION CRITERIA

4.1 EVALUATION
A. Bidder(s) should address each item listed in this RFQ to be guaranteed a complete evaluation.

B. The OSP will evaluate all proposals to ensure all mandatory requirements are met.

C. Proposals meeting the mandatory requirements will then be evaluated by the AID Emergency Restoration Evaluation Committee for technical scoring using the criteria and scoring specified in the following table.

D. Other agencies and consultants of AID may also examine documents.

E. The three (3) vendors with the highest proposal evaluation scores will be placed on the QVL.

F. After the QVL has been established, Agencies will contract services from the QVL as needed and at the agency’s sole discretion.

4.2 EVALUATION TABLE

<table>
<thead>
<tr>
<th>Evaluation Criteria:</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Section 3.1 Restoration Tasks/Methodology</td>
<td>250</td>
</tr>
<tr>
<td>2. Section 3.2 Certifications and Professional Licensure</td>
<td>250</td>
</tr>
<tr>
<td>3. Section 3.3 Staffing</td>
<td>250</td>
</tr>
<tr>
<td>4. Section 3.4 Pricing Software</td>
<td>50</td>
</tr>
<tr>
<td>5. Section 3.5 &amp; 3.6 Company’s Experience, and Reference</td>
<td>100</td>
</tr>
<tr>
<td>6. Section 3.7 Equipment</td>
<td>100</td>
</tr>
</tbody>
</table>

Total Possible Points 1000
STATE OF ARKANSAS
REQUEST FOR QUALIFICATIONS

STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid 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: Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.

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 invitation 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 invitation. 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 invitation.

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 invitation. 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 Contract: 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 Contract: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.
14. DELIVERY ON FIRM CONTRACTS: The invitation for bid 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 invitation for bid, (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 invitation for bid 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 invitation for bid, the bidder named on the front of this invitation for bid, 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.