



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

REQUEST FOR QUALIFICATION BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	NP-17-0201	Solicitation Issued:	Feb 22, 2017
Description:	Architectural Services		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline Date/Time:	March 30, 2017; C.O.B., 4:30 PM CST
Bid Opening Date/Time:	March 31, 2017; 2:00 PM CST
<p>Responses shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Agency.</p>	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>National Park College Fisher Bldg, Suite 313 101 College Dr. Hot Springs National Park, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Vendor's name and return address

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurtis L. Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kurtis.markish@np.edu	Agency's Main Number:	501-760-4222
Agency Website:	www.np.edu		

Section 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

National Park College (herein known as AGENCY or STATE) in Hot Springs, Arkansas, is seeking Request for Qualifications from qualified, professional planning and design firms with master planning experience. Selected architectural firm shall also be responsible for conducting a solicitation for construction professionals to complete phases of the master plan.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is upon approval of the ALC. Upon mutual agreement by the vendor and agency, the contract may be renewed by the Agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

The AGENCY, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

Responses submitted by the opening time and date **shall** be opened at the following location:

**National Park College
Fisher Bldg, 3rd Fl, Board Room
101 College Dr.
Hot Springs National Park, AR 71913**

1.5 DEFINITION OF REQUIREMENT

- A. The words “**must**” and “**shall**” signify a Requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor’s response or in subsequent correspondence, **shall** cause the vendor’s response to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s *Agreement and Compliance Page* in the *Response Packet*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.6 DEFINITION OF TERMS

- A. The Agency Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Qualifications”, “RFQ”, “Solicitation” and “Bid Solicitation” are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

- A. Original Response Packet
 - 1. The original Response **must** be submitted on or before the bid opening date and time.
 - 2. The Response should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)

- b. Response to the Evaluation Criteria.
- c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Response Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information unless specifically requested to do so.
- B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder's response. (See *Pricing*.)
- C. Additional Copies and Redacted Copy of the *Response Packet*

In addition to the original *Response Packet*, the following items **shall** be submitted:

1. Additional Copies of the *Response Packet*
 - a. Four (4) complete hard copies (marked "COPY") of the *Response Packet*.
 - b. One (1) electronic copy of the *Response Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If the Agency requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy (marked "REDACTED") the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*, Section 1.13)

1.8 CLARIFICATION OF BID SOLICITATION

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:30 p.m. Central Time (close of business) on the date as listed in the Solicitation Schedule contained within this document. Submit written questions by email to the Agency buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the Agency. The Agency's consolidated written response is anticipated to be posted to the Office of State Procurement website by the close of business on the date as listed in the solicitation scheduled contained within this document.
- B. Vendors may contact the Agency buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.9 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the Response Signature Page.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:

- Additional terms or conditions submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

C. Response Signature Page must be included with bid submission.

1.10 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.11 **PRICING**

Pricing will be negotiated with the apparent successful vendor after the evaluation of responses. Vendor **must not** include any pricing in their response. Should the hard copies or electronic copies contain any pricing, the response **shall** be disqualified.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

A joint response submitted by two or more vendors is not acceptable.

1.13 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the Agency and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted shall be submitted on a flash drive in the *Response Packet*. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the Agency deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.14 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency.
- B. Vendor **must not** alter any language in any solicitation document provided by the Agency.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The Agency **shall** have the right to award or not award a contract, if it is in the best interest of the Agency to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

H. Vendors may submit multiple responses.

1.15 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the Agency.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the Arkansas Office of State Procurement website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 **QUALIFICATION AND AWARD PROCESS**

A. Successful Vendor Selection

The ranking of vendors **shall** be determined by the total score each *Response* receives in evaluation. The vendor receiving the highest ranking score for their *Response* **shall** be selected as the apparent successful vendor and **shall** enter negotiations with the agency.

B. Negotiations

- 1. The agency will enter pricing negotiations with the highest ranking vendor.
- 2. If the agency so chooses, it **shall** also have the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
- 3. If the agency and vendor cannot reach an agreement regarding contractual matters, including pricing, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the Arkansas Office of State Procurement website: <http://www.arkansas.gov/dfa/procurement/bids/index.php>.
- 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
- 3. The Agency **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the vendor's responsibility to check the Agency website for the posting of an anticipated award.

D. Issuance of a Contract

- 1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes, which may include Legislative review and approval.
- 2. The Agency Procurement Official will be responsible for award and administration of any resulting contract(s).

1.17 MINORITY BUSINESS POLICY

A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, the Agency is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should also be included as a hardcopy accompanying the solicitation response.

C. 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.

D. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify that they do not employ or contract with illegal immigrants. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Responses submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 VISA ACCEPTANCE

A. Awarded vendor should have the capability of accepting the Agency's authorized VISA Card (p-card) as a method of payment.

B. Price changes or additional fee(s) **shall not** be levied against the Agency when accepting the p-card as a form of payment.

C. VISA is not the exclusive method of payment.

1.22 PUBLICITY

A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without the Agency's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.23 RESERVATION

The Agency **shall not** pay costs incurred in the preparation of a response.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

National Park College (herein known as AGENCY, STATE or NPC) in Hot Springs, Arkansas, is seeking Request for Qualifications from qualified, professional planning and design firms with master planning experience to:

- A. Prepare a comprehensive campus master plan for National Park College
- B. Create and complete a solicitation for a qualified construction professional(s) that can complete portions of the master plan as approved by the board. Portions of the master plan include, but are not limited to:
 1. Design of student commons building
 2. New campus entrance along with campus traffic patterns

Background

National Park College is located in Garland County, near Hot Springs, AR, a beautiful resort community of over 50,000 approximately 45 minutes southwest of Little Rock. The local economy centers on tourism, manufacturing, retirement living, and medical sciences. Tourism attractions include the thermal waters of the National Park, hiking trails, horse racing at Oaklawn Park, five nearby lakes, outstanding golf courses, and a thriving art community.

The fourth largest community college in the state, National Park College averages approximately 4,000 credit students per semester enrolled in college courses blending liberal arts with occupational education to prepare students to enter the workforce or transfer to a four-year institution.

Over 2,000 students a year also enroll in a wide range of non-credit and continuing education services provided by the Community Services/Continuing Education Program. These include customized workforce training for business and industry, on-site courses for the hospitality and tourism industry, on campus computer classes, online classes, and various professional development workshops.

2.2 OBJECTIVES AND SCOPE

The AGENCY anticipates contracting with a qualified architect to chart a course for the development of its campus' lands and facilities in preparation for a bright future. Our intent is that the resulting scope of services would include, but not be limited to, the following:

- A. Development of Campus Master Plan that includes:
 1. Site master plan document
 2. Cost estimating
 3. Recommendations on phasing and scheduling
 4. New campus entrance
 5. Traffic Patterns
- B. Identify and confirm continued use, modifications or demolition of any existing facilities or construction of new buildings.
- C. Identify the purpose, size, location, and function of new facilities.
- D. Enrollment planning and related space needs for classrooms, teaching labs, research labs, residence halls, and other auxiliary spaces, staffing and support services space needs.
- E. Building space requirements and management.
- F. Campus land use including current and proposed land uses, disciplinary precincts, building sites, open space development, linkages, and density, massing and building setback guidelines and boundary/edge definition and treatment.
- G. Campus Circulation including street, parking, pedestrian paths, transit routes, service and delivery, emergency access, and accessibility.
- H. Identify and evaluate campus landscape components.
 1. Open space / visual analysis
 2. Landscaping
 3. Lighting analysis
 4. Vehicular circulation
 5. Pedestrian circulation
 6. Lighting standards and guidelines
 7. Sustainability
- I. Identify and evaluate campus pedestrian, vehicular, and parking networks and illustrate proposed changes to remedy deficiencies and to serve new development.

- J. Identify direction and extent of future land acquisition linked to the institution's projected needs.
- K. Identify the impact of college facilities development on public facilities, utilities and services.
 - a. Utility planning and implementation
 - b. Storm water management planning and implementation
 - c. Sustainability
 - d. Technology planning and implementation
- L. Articulate an overall campus plan concept to guide future development.
- M. Disaster/Emergency management strategies.
- N. Financial planning with specific attention paid to:
 - a. Available historic grants
 - b. Joint-venture possibilities
 - c. Tax advantages for the private sector and nonprofits
 - d. Researching energy efficient incentives
 - e. Operations analysis

Campus Standards & Guidelines

- a. General campus standards and guidelines that specify quality, systems reliability parameters, and design character.
- b. A manual of guidelines, organized by disciplines (i.e.: architecture, engineering, interior design, site and landscape, etc.) coordinated with National Park College, describing the general criteria for each discipline.

The overall goal of this master planning effort will be to assist National Park College in translating its strategic goals and objectives into a physical plan that identifies where National Park College should focus its resources to meet future demands on facilities for the next ten (10) to twenty (20) years.

National Park College anticipates planning phases of the development process that will engage working groups from across campus to create an overall campus plan.

IMPORTANT: Existing preliminary master plans that the AGENCY may already have may be used as a whole or in part instead of creation of an entirely new master plan(s).

2.3 **CONTRACTOR SOLICITATION**

Selected Architect shall compose, solicit, and complete an RFQ for a qualified construction team(s) to complete the master plan. Vendor shall work with the Agency on an approved solicitation. Solicitation shall follow State of Arkansas laws and regulations in regards to general processes, ethics, etc. The Agency MUST approve winning vendor's construction solicitation. Once a vendor is awarded from the construction solicitation, NPC takes managerial control of the selected vendor relationship.

2.4 **GENERAL QUALIFICATIONS**

- A. We seek advice, expertise, design, and construction administration services for the overall task intended and for specific projects, of which there are many, to be defined collaboratively from professionals who have the capacity and documented experience in assignments of this nature.
- B. Specialties may include structural, mechanical, plumbing, and electrical engineers; L.E.E.D. accredited professionals; audio-visual, estimating, interior design, traffic, landscape, and acoustical consultants; and others as needed to fulfill the requirements of the project(s).
- C. We also request competence and documented experience with sustainability and local renewable energy sources.

2.5 **SUBMISSION REQUIREMENTS & EVALUATION CRITERIA**

All items listed below are required submissions. Failure to include any item(s) listed below **shall** result in disqualification.

- A. COVER LETTER: Cover letter with the name, physical and e-mail address, and phone number of the main point of contact.
- B. FIRM DETAILS: Detail of the firm, its size, structure, disciplines, experience, and a profile of its philosophy and approach to campus master planning.
- C. STAFF: Detail of adequate staff and proposed design or consultant team for the project including preferred partners with specialized expertise.
 - 1. Provide resumes listing qualifications and experience of the staff who would be directly involved in this project
 - 2. Provide resumes and project lists for each consultant(s) who will be used to prepare the plan

- D. **EXPERIENCE:** List of previous experience with similar projects, specifically any prior work with institutions of higher education and demonstrated understanding of the unique special needs of colleges (classrooms, recreation areas, etc.).
1. Current workload and State projects awarded
 2. Recent experience with project costs and schedules
 3. Record of successfully completed projects without legal or technical problems
- E. **SOLICITATION CAPABILITIES AND EXPERIENCE:** List previous experience in soliciting building contractors for your customers. Information shall include:
1. Experience in handling solicitations for your customers, in particular customers that were institutions of higher education
 2. Methods and processes used in creating, posting, and completing your solicitations
 3. Processes followed in the event of a failed solicitation
 4. Name(s) of consultant(s) who will be responsible for handling the solicitation
- F. **EXPERTISE:** Detail proven management and technical expertise, adequate to demonstrate the firm's ability to prepare a campus master plan of this type and scope, complete with names and telephone numbers of contact personnel.
- G. **ELEMENTS:** Describe what elements are important to a successful campus master plan.
- H. **PROCESS:** Describe the process that your firm would use in developing a campus master plan.
- I. **REQUIRED INFO:** List items and information that your firm will require from National Park College in support of your work on this project.
- J. **DELIVERABLES:** List of deliverables and presentation documents that your firm can/will produce if engaged.
- K. **INVOLVEMENT:** Describe in detail your firm's approach to involving the campus community, as well as other constituent groups in the master planning process.
- L. **ADMINISTRATION:** Construction administration capabilities.
- M. **PROXIMITY:** Proximity to and familiarity with National Park College.
- N. **OTHER FACTORS:** Other factors that may be appropriate for the project.
- O. **LICENSES:** Current copies of licenses.
- P. **INSURANCE:** Current copy of certificate of insurance.

2.6 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- B. The original response and all copies should be arranged in the following order.
- Response Signature Page.
 - Response to the Information for evaluation as listed in Section 2.4.
 - Current copies of licenses.
 - Current copy of certificate of insurance.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Equal Opportunity Policy.

2.7 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The AGENCY may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The AGENCY **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.

- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

3.1 RESPONSE SCORE

- A. The Agency will review each Response to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor's response to the **Submission Requirements and Evaluation Criteria** section included in the Response. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The **Submission Requirements and Evaluation Criteria** sections are scored as follows:
 - 1. In each section, items/questions have each been assigned a maximum point value. The total point value for each section is reflected in the table below as the Maximum Possible Points.
 - 2. The agency has assigned points for each section according to its significance.

Sections for Evaluation	Maximum Possible Points	Weighted Percentage	Maximum Weighted Score Possible
Cover Letter	5	2	16
Firm Details	5	6	48
Staff	10	13	104
Experience	15	13	104
Solicitation Capabilities and Experience	20	13	104
Expertise	5	13	104
Elements	5	8	64
Process	5	4	32
Required Info	5	2	16
Deliverables	5	5	40
Involvement	5	4	32
Administration	5	6	8
Proximity	5	9	72
Other Factors	5	2	16
Total Possible Technical Score:	100	100	800

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C=D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. Vendor's weighted scores for sub-sections will be averaged and added to determine the Total Technical Score for the response.

3.2 **VENDOR PRESENTATION**

The top three (3) Technical Score vendors shall be invited to do a presentation for the Agency's evaluation committee.

- A. Vendor presentations shall include, but are not limited to:
1. Similar projects completed
 2. Experience
 3. Corporate overview
 4. Other master plans created
- B. Each of the top three (3) vendors shall have a specific time to do a presentation. A maximum of forty-five (45) minutes shall be allotted for each presentation.
1. 10 minutes maximum set-up time
 2. 20 minutes maximum presentation time
 3. 10 minutes for the evaluation committee members to ask questions to vendor
 4. 5 minutes maximum tear-down time
- C. A laptop, mouse, and large screen monitor shall be available to each vendor presentation. A vendor is not required to use provided equipment. Vendors may bring and use their own equipment. Regardless of equipment being used, vendors are still required to follow the maximum set-up and tear-down timeframes. NPC is not responsible for functionality or compatibility of equipment at time of presentation.
- D. Failure to comply within the limits of the timeframe given shall cost vendor presentation points.
- E. Presentation Points Table

Presentation Topic	Maximum Possible Presentation Points	Weighted Percentage	Maximum Possible Presentation Points
Similar Projects Completed	5	20	40
Experience	5	25	50
Corporate Overview	5	10	20
Other Master Plans Created	5	20	40
Other Misc. Information	5	5	10
Keeping Within Timeframe	5	20	40
Total Possible Presentation Score	30	100	200

- F. Evaluation committee members' presentation scores shall be averaged for each vendor and added to a vendor's Technical Score to achieve FINAL SCORE.

3.3 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

3.4 SOLICITATION SCHEDULE

The following schedule shall be used in this solicitation:

Event	Date
Release of RFQ	Monday, February 22, 2017
Clarification Submission Deadline	Monday, February 27, 2017
Clarification Response*	Wednesday, March 1, 2017
Proposal Submission Deadline	Thursday, March 30, 2017
Bid Opening Date	Friday, March 31, 2017
Review of Submitted Bids*	Friday, April 14, 2017
Top 3 Scorers Notified*	Tuesday, April 18, 2017
Presentation for Top 3 Scoring Vendors*	Monday, April 24, 2017
Anticipation to Award Posted*	Thursday, April 27, 2017
ALC Review*	TBD
Contract Award*	TBD

*Dates are approximate.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**4.1 PAYMENT AND INVOICE PROVISIONS**

A. All invoices **shall** be forwarded via email to:

accountspayable@np.edu

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered with the State in order to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

- A. The AGENCY **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the Agency Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The AGENCY **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The AGENCY **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The AGENCY **shall not** continue a contract once any equipment has been repossessed.

- E. Any litigation involving the AGENCY **must** take place in Pulaski County, Arkansas.
- F. The AGENCY **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The AGENCY **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by the Agency Procurement Official (APO).

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract, which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the State, 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 vendor.

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the AGENCY **shall** be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

- B. 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

4.8 **CANCELLATION**

- A. 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 **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Response Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

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 Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
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 vendor.
10. **AMENDMENTS:** Vendor's responses 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 vendor. 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 purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency 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 Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid 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.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising

from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall 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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 25. CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, 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.
- 27. 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.