



# NATIONAL PARK COLLEGE

101 College Dr.  
Hot Springs National Park, AR 71913

## **REQUEST FOR PROPOSAL** BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-21-0003	Solicitation Issued:	December 18, 2020
Description:	Human Resources Information System		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission Deadline:	Jan 14, 2021; 4:30 PM CT	Bid Opening Date/Time:	Jan 15, 2021; 9:00 AM CT
<p>Proposals <b>shall not</b> 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 proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> 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 ATTN: Kurt Markish 101 College Dr., Fisher Bldg, Ste 330 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>
Proposal's Outer Packaging:	<p>Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurtis L. Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-760-4222
Agency Website:	<a href="https://np.edu">https://np.edu</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

### **1.1 PURPOSE**

National Park College ("NPC" or "Agency") seeks to procure services for a cloud based Human Resources Information System (HRIS) for the NPC campus located at 101 College Dr., Hot Springs, AR. NPC is issuing this Request for Proposal (RFP) as a vehicle for soliciting and evaluating proposals from interested companies with the goal of contracting with one (1) certified Contractor.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this RFP, NPC intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is approximately March 1, 2021, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months.

### **1.3 ISSUING AGENCY**

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

### **1.4 AGENCY CONTACT**

The Agency Buyer listed on page one (1) of this RFP shall be the sole point of contact for this RFP. At no time shall a Prospective Contractor attempt to contact other Agency departments or employees in regards to this RFP during the solicitation process.

### **1.5 BID OPENING LOCATION**

Proposals will be opened at the following location:

National Park College  
101 College Dr., Fisher Bldg, Rm 330  
Hot Springs National Park, AR 71913

### **1.6 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's proposal shall be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

### **1.7 DEFINITION OF TERMS**

- A. The Agency's Purchasing 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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor," "Vendor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," "Proposal" and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.

- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. “OSP” means the Arkansas Office of State Procurement.
- K. “Price” and “Cost” are used synonymously to refer to any monies to be spent on the software, services, reimbursable, and other expenses.

## 1.8 **RESPONSE DOCUMENTS**

### A. Original Technical Proposal Packet

1. One (1) electronic copy of the *Technical Proposal* shall be sent digitally, preferably on a flash drive. CDs will also be acceptable. Do not send electronic copies via email, fax, ftp, Dropbox or other digital media transfer method. The following **MUST** be included in your *Technical Proposal*.
  - a. Original signed *Proposal Signature Page* included with this solicitation.
  - b. Technical Proposal response to the Submission Requirements section and System Capabilities Checklist. Proposal response **must** be in the English language.
  - c. Pricing **must** be proposed in U.S. dollars and cents
    - Pricing **must** be saved as a separate file from the *Technical Proposal* and should be clearly marked as “PRICING”. A Prospective Contractor **shall not** include any pricing in the electronic copies of their *Technical Proposal*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*)
  - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy* 1.20)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information, if not requested to do so in this RFP.

### B. Redacted Copy of the Technical Proposal Packet (Optional)

If proprietary information is included in your Technical Proposal Packet, you may submit one (1) redacted (marked “REDACTED”) digital copy of the original *Technical Proposal Packet* in addition to your original *Technical Proposal*. A CD will also be acceptable. Do not send electronic copies via email, fax, ftp, Dropbox or other digital media transfer method. Under no circumstances shall pricing information be designated as confidential. (See *Proprietary Information* 1.15)

## 1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
  - Proposal Signature Page
  - Technical Proposal
  - Voluntary Product Accessibility Template (VPAT)
  - E.O. 98-04 – *Contract Grant and Disclosure Form*
  - Equal Opportunity Policy
  - Signed Addenda Form (if applicable)

**1.10 CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before January 5, 2021, to the NPC buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the Agency. The Agency's consolidated written response shall be distributed to Prospective Contractors by close of business January 7, 2021, via the OSP website. If Prospective Contractor questions are unclear or non-substantive in nature, Agency may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the NPC buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the Agency buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by NPC shall not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by NPC.
- E. Prospective Contractors entering into a contract with NPC **shall** comply with all the terms and conditions contained herein as well as Arkansas State law.

**1.11 PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*. The Proposal Signature Page is contained at the end of this RFP.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* may cause the Prospective Contractor's proposal to be disqualified.

**1.12 SUBCONTRACTORS**

Subcontractors shall not be allowed for this contract unless prior approval is received from NPC.

**1.13 PRICING**

- A. Prospective Contractor(s) **shall** include all pricing within bid submissions. If any price is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.
- C. Pricing **must** be a separately saved document from the *Technical Proposal Packet* and should be clearly marked as "PRICING". DO NOT submit any ancillary information not related to actual pricing on the Price submission.

**1.14 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

**1.15 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

**1.16 AGENCY BUDGET**

Agency budget for this procurement shall not be released.

**1.17 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances shall pricing information be designated as confidential.**
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email, fax, ftp, Dropbox or other digital media transfer method.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

**1.18 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the NPC buyer.
- B. Do not alter any language in any solicitation document provided by the State.

- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. NPC has the right to award or not award a contract, if it is in the best interest of NPC to do so.
- E. As requested, provide clarification regarding Prospective Contractor's proposal response to NPC buyer.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple proposals. Each submitted proposal must be submitted separately and must follow the requirements contained within this solicitation.

#### 1.19 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by NPC shall modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. NPC shall distribute addendum to appropriate Prospective Contractor(s) by posting addendum to the OSP website. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

#### 1.20 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Contractor Selection  
Contractor Selection shall be completed in two (2) phases.
  - Phase 1 – Proposal Scoring: The Technical Proposal Score, shall be used to determine the ranking of proposals. The three highest scores shall be invited by NPC to Phase 2 - Demonstration.
  - Phase 2 – The top three (3) highest scoring Prospective Contractors shall give a demonstration of their product, via online video communication service (e.g. Zoom). During this demonstration, the evaluation team shall have the ability to ask questions about the product, services, support, etc.
  - Price/Cost Evaluation – The Agency may move forward to price evaluations and negotiations with those responsible Prospective Contractors who achieve the Phase 2 selection process. Those prospective contractors whose price/costs exceed Agency budgets shall not be considered, regardless of technical score, cost score, grand total score ranking, or demonstration score. Price/Cost for each shall be scored based on best value that fits within the Agency's budget.
- B. Negotiations
  - 1. If the Agency so chooses, negotiations may be conducted with the highest ranking Prospective Contractor(s) of Phase 1. Negotiations are conducted at the sole discretion of the Agency.
  - 2. If negotiations fail to result in a contract, the Agency may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the Agency decides not to move forward with an award.
  - 3. Those prospective contractors whose price/costs exceed Agency budgets shall not be considered, regardless of technical score, cost score, grand total score ranking, or demonstration score.
- C. Anticipation to Award
  - 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php). Upon posting, the anticipation award period shall begin.
  - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors 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. NPC may waive the policy of Anticipation to Award when it is in the best interest of the Agency or State to do so.
4. It is a **Prospective Contractor's responsibility** to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* shall be subject to approval processes, which include, but not limited to, Legislative review and NPC board approval.
2. An Agency Procurement Official shall be responsible for the solicitation and award of any resulting contract.

**1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

**1.22 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors 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. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with NPC and OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.24 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

#### **1.25 PAST PERFORMANCE**

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

#### **1.26 TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
  2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
  3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
  4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
  5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
  6. Integrating into networks used to share communications among employees, program participants, and the public.
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if



equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### **1.27 PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be disqualified.**

#### **1.28 RESERVATION**

NPC and the State of Arkansas shall not pay any costs incurred in the preparation of a proposal.

## **SECTION 2 –REQUIREMENTS & EXPECTATIONS**

#### **2.1 INTRODUCTION**

National Park College (NPC, Agency) is soliciting proposals to establish a contract with one (1) qualified and experienced contractor (Contractor, Vendor) to provide a single, robust integrated Human Resources Information System (HRIS) solution. This solution would cover all key areas such as employee information management, benefits management, talent acquisition, payroll services, and timekeeping. Solution shall be cloud based and considered Software as a Service (SaaS).

NPC is issuing this Request for Proposal (RFP) as a vehicle for soliciting and evaluating proposals from interested companies with the goal of contracting with one (1) certified Contractor.

NPC Human Resources (HR) presently use features of PeopleSoft. HR also use a benefit portal through JTS (Selerix).

#### **2.2 INTENT**

Prospective Contractors are expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any error or omission to the detriment of the services to NPC. Should the Prospective Contractor suspect any error, omission, or discrepancy in the specifications or instructions, the Prospective Contractor shall immediately notify the Agency Buyer in writing, and NPC will issue written corrections or clarifications. The Prospective Contractor is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. Prospective Contractors shall not be allowed to benefit from errors in the document that could have been reasonably discovered by the Prospective Contractors in the process of putting the proposal together. This intent shall continue through award and services.

#### **2.3 WORKING STANDARDS**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If NPC becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, NPC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### **2.4 IMPLEMENTATION SCHEDULE**

Selected Contractor shall submit a projected implementation schedule. The implementation schedule shall contain time frames for each step required from start-up to production and responsible parties for each task. This implementation schedule shall be considered "Time is of the Essence." Reasonable variances of the schedule shall be accepted for change-orders, corrections, force majeure, etc. Failure to adhere to the implementation schedule may cause Selected Contractor to be in default.

#### **2.5 SERVICE EXPECTATIONS**

- A. HRIS shall be able to interchange information, through existing or custom code, with PeopleSoft. It is preferred that HRIS interchanges information with JTS (Selerix), but not required.

B. HRIS shall have the following abilities:

**1. Employee Information Management**

- a. Employee Self-Service Portal
- b. Job History
- c. Salary History
- d. Disciplinary History
- e. Insurance Plans
- f. Banking and Tax

**2. Applicant Tracking System**

- a. Job Requisitions
- b. Job Descriptions
- c. Job Board Posting
- d. Social Recruiting
- e. Applicant Evaluation
- f. Candidate Pre-Screening
- g. Auto-Response
- h. Job Offer Extension (optional)
- i. Background Check (optional)
- j. Onboarding
- k. Branded Company Job Site
- l. Talent Management

**3. Benefits Management**

- a. Benefits Administration
- b. Wellness (optional)
- c. Health Insurance
- d. Life Insurance
- e. Retirement Plans
- f. Cafeteria Plans
- g. Travel Compensation (optional)
- h. Time & Leave
- i. Tuition Waiver (optional)

**4. Financial Management**

- a. Payroll Processing
- b. Payroll Tax Administration
- c. Compensation
- d. Salary Administration
- e. Employee Recognition

**5. Time and Attendance Management**

- a. Clock In/Out
- b. Time Reporting
- c. Time Tracking
- d. Project Billing
- e. Overtime Tracking
- f. Comp Time Management
- g. Absence Management
- h. Holidays Calendar

**6. Professional Development**

- a. Professional Certification & Licensure Management

**7. Performance Management**

- a. Employee Performance
- b. Reviews and Feedback

**8. Accounting**

- a. Budgeting

- b. Forecasting
- c. AP/AR Automation
- d. General Ledger Integration (PeopleSoft)
- e. Reporting
- f. Tax Administration

## 9. Technical Features

- a. Compliance Management
- b. Mobile Applications
- c. Deployment Environments
- d. Security
- e. User Support
- f. Maintenance

## 2.6 SUBMISSION REQUIREMENTS

### A. COMPANY OVERVIEW:

1. Provide information as to whether the organization is independent or part of a larger conglomerate. If the latter, please provide details on the holding company. List location of your corporate and satellite offices.
2. Indicate if the proposed product was developed by your company, purchased, or if you are a third-party seller.
3. What is your primary business focus? What is the core product of your business?
4. How long has your company provided the proposed HRIS system?
5. How many HRIS clients do you have using the proposed HRIS system? What is the average size of your customers? Describe any other higher education customers as well.

### B. TECHNOLOGY:

1. Name of the HRIS software package(s) being offered, version number, etc.
2. Location of your hosting system. List any redundant systems and their locations, if any.
3. Describe your system's ability to have customers "configure" the system vs. having you "customize" the system to meet the customers' needs.
4. Describe the implementation process, including approximate length of time.
5. Describe your company's disaster recovery options/abilities
6. When are the database backups performed (i.e., time of day, day(s) of week)?
7. Where are your backups stored? Include country location.
8. How many environments do you provide to your customers (i.e. Sandbox, Testing, Training, Production, etc.)
9. How many concurrent users (HR and employee self-serve) can your product support?
10. Describe when customer support (for software and general helpdesk) is available. Methods available for contacting customer support. Response time to customer support inquiries.
11. Provide any other information which you see as relevant, **specifically any known weakness that the product has** in terms of functionality, implementation, training, support, licensing fee model, etc.

### C. AVAILABILITY:

1. What are the procedures in the event of unscheduled outage?
2. **List Guarantees against the system non-performance.** Contractor shall guarantee the system to function as intended and to match the needs of NPC. Detail downtime guarantees.

### D. ENTERPRISE STRUCTURE:

1. Describe how a cost center [job number/activity number] is added and deleted in your system.

### E. TALENT ACQUISITION/RECRUITING:

1. Provide a brief description of your recruiting and applicant management solution.
2. What job boards are supported with your product? Describe how jobs are posted to Internet job.
3. Does your solution allow for an automatic e-mail response to applicants and candidates? Can we customize the responses?
4. Does your solution feature a streamlined reference and pre-employment checking application i.e. send/receive email, attach URLs, attach documents etc.?
5. How is an applicant transitioned to an employee? Automatic feed to PR, onboarding, e-personnel, etc.
6. How are applicants retained in the system if not hired?
7. Can candidates be shared with other postings?

8. Is there a limit to how many positions an applicant may apply for and/or an applicant's profile be applied to?
9. Can we build our own employment application; have multiple applications for differing populations?.

**F. PRE-BOARDING AND ON-BOARDING:**

1. Do you offer E-sign submission, print capabilities, additional uploads as attachments? Is there a limit to uploads and attachments?

**G. HUMAN RESOURCES:**

1. Describe historical data retention and maintenance for employees (e.g. an employee's previous positions, pay rates, performance evaluations, creation of employee history, etc.)

**H. COMPENSATION:**

1. Provide an overview of the key compensation features of your system.
2. Briefly explain how annual merit increases are processed in your system.
3. Does your system validate minimum and maximum salary (of grade) when pay is changed, and provide warning messages as needed?
4. Explain how job information is established and maintained in your system (e.g., grade, exemption status, EEO code, etc.).

**I. EMPLOYEE DEVELOPMENT:**

1. Describe how employee development and succession planning are accommodated in your system.
2. Describe how the employee development feature is used by employees.

**J. BENEFITS:**

1. Describe the integration between benefits and payroll.
2. Explain how your system facilitates reporting to third party vendors such as benefit providers.

**K. LIFE EVENTS:**

1. Describe the life events that come standard without configuration.

**L. LEAVE ADMINISTRATION:**

1. How are leaves of absence identified and processed in the system, i.e. Personal Leave (PL) and Family and Medical leave Act (FMLA)?

**M. MANAGER SELF-SERVICE:**

1. Provide an overview of the features available through the manager self-service.
2. Describe how managers are limited to information for only their direct reports (or within their organizations).

**N. WORKFLOW:**

1. Describe the workflow capabilities delivered with employee self-service.
2. Can you have multiple levels of approvals for your workflow?

**O. AFFORDABLE CARE ACT:**

1. Provide an overview of your ACA services.
2. Do you have the capability to track multiple and variable measurement periods?
3. Are you able to track eligibility hours for non-hourly employees, including per employees?
4. Are you able to manage (compile, e-file and distribute) the PPACA IRS reporting requirements (sections 6055 and 6056)? If so, describe your process for managing these requirements.
5. Specifically, are you able to manage the PPACA IRS reporting requirements for Form 1095-C, lines 14, 15 and 16 (including interpreting benefit data for indicator codes for line 14, 15 and 16 on the 1095-C)?
6. Is the 1095-C reporting available online for employees to access?

**P. PAYROLL:**

1. Describe your application's payroll functionality.
2. How flexible is the system to allow system overrides so employee data can be entered or employee can be paid?

**Q. CALCULATING PAY:**

1. Is your system capable of processing an out-of-cycle check. Are Manual payments allowed?

**R. TAXES:**

1. Describe tax resources provided to your customers on tax regulations at the federal, state, and local levels?
2. What tax updates, if any, are provided and how are these updates received?

**S. PAYROLL AND PAYROLL PROCESSING:**

1. Describe situations that cause down time for other areas of the application when payroll is processing.
2. Describe the audit process for each payroll.
3. Describe payroll and year-end processing in the proposed system.

**T. CHECK MANAGEMENT:**

1. Explain how your system provides direct deposit for employees including direct deposit to multiple accounts. Indicate the maximum number of accounts to which an associate can deposit pay and the methods (fixed amount, percent, or other) by which the funds can be split.

**U. LABOR ALLOCATION:**

1. Explain how the proposed system would allocate by different organizational levels and projects.

**V. HISTORY:**

1. What type of historical reports come standard? Are customizable reports able to be created by customer?
2. Can historical files be transferred into your system?
3. How many years can historical files be retained?

**W. REPORTING:**

1. Provide a brief overview of your reporting tools and how they are integrated with your HR and payroll system.
2. Describe the ad-hoc report writer that is delivered with your software.
3. Does the software have flexibility to run reports anytime?
4. How is EEO data obtained from applicants?
5. Does the software automatically generate applicant and hire, promotion, termination, demotion, transfer logs for AAP?
6. How are job groups determined?

**X. ANALYTICS:**

1. Do you have a dashboard that provide real time insight into key workforce metrics?

**Y. SECURITY:**

1. Is your security “roles” based or “user” based?
2. How are the users and security roles administered?
3. What is the application authentication process? What methods are used to authorize users?

**Z. IMPLEMENTATION:**

1. What is your process for effectively managing the implementation process?
2. How long is a typical product implementation?
3. Describe your approach to identifying, managing, mitigating, and tracking of project risks.
4. How many employees from customer are needed to support the project?
5. What is your process for moving from implementation to customer maintenance?
6. How long does implementation team stay with client before transferring to customer service?

**AA. KNOWLEDGE MANAGEMENT:**

1. Provide an overview of your training programs and delivery methods.
2. Is there a cost associated with training for customers during or after implementation?
3. What ongoing customer training is available?
4. What training materials do you provide?

**BB. CUSTOMER SERVICE/SUPPORT:**

1. Provide an overview of your customer support and maintenance services.

2. What hours does your company provide service and support?

CC. PROFESSIONAL KNOWLEDGE:

Provide questions and the answers to those questions (up to 10 maximum) that NPC should have asked in this RFP, but didn't, as well as pertinent information that all customers should know about Human Resource Information Systems.

DD. PRICE/COST SUBMISSION:

Submit a breakdown of cost/fees/rates of software, implementation and services. List inclusive hours/services, if any (e.g. 10 customization hours per year included with annual services).

1. Software Licensing Fees/Payment Terms. Payment terms may be given in flat monthly/annual fee, per employee per month fee, or both.
2. Software Setup/Installation Fees
3. Work/software (existing or custom) for data transfer and interfacing between HRIS and PeopleSoft (if applicable)
4. Work/software (existing or custom) for data transfer and interfacing between HRIS and Selerix (if applicable)
5. Mobile app usage fees and implementation costs
6. General Project Cost (consulting, travel expense, etc.)
7. Customization Fees
8. Training Fees
9. Post-Implementation Maintenance and Support
10. Price, Costs and Fees schedule for the next five (5) years.
11. Other costs and fees not listed above

Pricing **must** be a separately saved document from the *Technical Proposal* and should be clearly marked as "PRICING". If any price is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.

## 2.7 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. 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. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Agency has 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 Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

## **SECTION 3 – CRITERIA FOR SELECTION**

- **Do not provide responses to items in this section.**

### **3.1 TECHNICAL PROPOSAL SCORE**

- A. NPC shall review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* will be disqualified and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Submission Requirements* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weight	* Maximum Weighted Score Possible
A. COMPANY OVERVIEW	5	5	25
B. TECHNOLOGY	5	5	25
C. AVAILABILITY	5	5	25
D. ENTERPRISE STRUCTURE	5	5	25
E. TALENT ACQUISITION/RECRUITING	5	5	25
F. PRE-BOARDING AND ON-BOARDING	5	5	25
G. HUMAN RESOURCES	5	5	25
H. COMPENSATION	5	5	25
I. EMPLOYEE DEVELOPMENT	5	5	25
J. BENEFITS	5	5	25
K. LIFE EVENTS	5	5	25
L. LEAVE ADMINISTRATION	5	5	25
M. MANAGER SELF-SERVICE	5	5	25
N. WORKFLOW	5	5	25
O. AFFORDABLE CARE ACT	5	5	25
P. PAYROLL	5	5	25
Q. CALCULATING PAY	5	5	25
R. TAXES	5	5	25
S. PAYROLL AND PAYROLL PROCESSING	5	5	25
T. CHECK MANAGEMENT	5	5	25
U. LABOR ALLOCATION	5	5	25
V. HISTORY	5	5	25
W. REPORTING	5	5	25
X. ANALYTICS	5	5	25
Y. SECURITY	5	5	25
Z. IMPLEMENTATION	5	5	25
AA. KNOWLEDGE MANAGEMENT	5	5	25
BB. CUSTOMER SERVICE/SUPPORT	5	5	25
CC. PROFESSIONAL KNOWLEDGE	5	5	25
DD. PRICE/COST SUBMISSION	5	5	25
System Capabilities Checklist	5	10	50
<b>Total Technical Score</b>			<b>800</b>

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

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

$$(A/B) \times C = D$$

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. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. The pricing for technical proposals that do not move forward to Phase 2 shall not be scored.

### 3.2 **DEMONSTRATION SCORE**

- A. The Prospective Contractors with the top three (3) Technical Proposal scores after the completion of the technical proposal evaluation shall be contacted to schedule a demonstration.
- B. Scoring for Demonstrations shall be as follows:

Information for Demonstration Evaluation	Maximum Raw Points Possible	Sub-Section's Weight	* Maximum Weighted Score Possible
Employee Information Management	5	5	25
Applicant Tracking	5	5	25
Benefits Management	5	5	25
Financial Management	5	5	25
Time and Attendance Management	5	5	25
Professional Development	5	5	25
Performance Management	5	5	25
Accounting	5	5	25
Technical Features	5	5	25
Other	5	5	25
Q&A	5	10	50
<b>Total Technical Score</b>			<b>300</b>

- C. After each demonstration is complete, the Evaluation Committee members shall have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final Demonstration score for each proposal.

### 3.3 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points shall be given according to proposals with the best value of all costs (software, services, reimbursable and other expenses, etc.)
- B. Those prospective contractors whose prices/costs exceed Agency budgets, and cannot be negotiated lower, shall not be considered, regardless of technical score and/or demonstration score.
- C. The amount of points given to the cost proposals shall be allocated by using the following:
- 1<sup>st</sup> – 150 pts
  - 2<sup>nd</sup> – 125 pts
  - 3<sup>rd</sup> – 100 pts

### 3.4 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Qualification and Award Process*.)

	Maximum Points Possible
Technical Proposal	800
Demonstration	300
Cost	150
<b>Maximum Possible Grand Total Score</b>	<b>1,350</b>

### 3.5 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

### 3.6 **SOLICITATION SCHEDULE**

The following schedule shall be used in this solicitation:

Event	Date
Release of RFQ	December 18, 2020
Clarification Submission Deadline	January 5, 2021
Clarification Response*	January 7, 2021
Proposal Submission Deadline	January 14, 2021
Bid Opening Date	January 15, 2021
Review of Submitted Bids*	January 25, 2021
Top 3 Scorers Notified*	January 25, 2021
Presentation for Top 3 Scoring Vendors*	January 26, 2021
Price/Costs Evaluated and Scored*	January 27, 2021
Anticipation to Award Posted*	January 28, 2021
ALC Review*	February 16/19, 2021
Contract Award*	March 1, 2021

*\*Dates are approximate and subject to change.*

## **SECTION 4 – GENERAL CONTRACTUAL ITEMS**

- **Do not provide responses to items in this section.**

### 4.1 **PAYMENT AND INVOICE PROVISIONS**

- A. Send all invoices to:
- accountspayable@np.edu
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

- E. The Contractor 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 Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

#### 4.2 **GENERAL INFORMATION**

- A. The State will not:
  - 1. 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 State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
  - 2. Contract with another party to indemnify and defend that party for any liability and damages.
  - 3. Pay damages, legal expenses or other costs and expenses of any other party.
  - 4. Continue a contract once any equipment has been repossessed.
  - 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  - 6. Enter a contract which grants to another party any remedies other than the following:
    - 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.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. In a contract with another party, the State will 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:
  - 1. 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
  - 2. The contract has required the State to carry insurance for such risk.

#### 4.3 **CONDITIONS OF CONTRACT**

- A. 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. 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 Contractor.

**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 Contractor-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 Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract. The foregoing limitation of liability will 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 Contractor; 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 Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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 Contractor; 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 **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

**4.5 RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to NPC a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. NPC has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. NPC has the right to approve or deny the request.

**4.7 CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 of 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 has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

**4.8 CONTRACT INTERPRETATION**

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

**4.9 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**4.10 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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

## **SECTION 5 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**

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 Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal 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 proposals **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. Contractor **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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors 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 Contractor 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 Contractor

**shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor'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 Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor'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 Contractor.
10. **AMENDMENTS:** Contractor's proposals 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 Contractor. 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 Contractor.
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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **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 Contractor.
14. **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. 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 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 Contractors 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 or by OSP. Contractor **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 Contractor 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 Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal 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.

Type or Print the following information.

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