



# NATIONAL PARK COLLEGE

101 College Dr.  
Hot Springs National Park, AR 71913

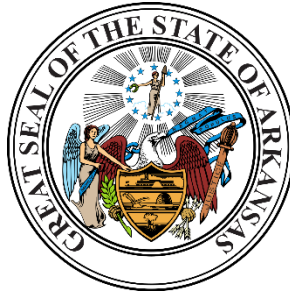
## **REQUEST FOR PROPOSAL** BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-21-0006	Solicitation Issued:	April 7, 2021
Description:	Feasibility Study		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission Deadline:	April 28, 2021; 4:30 p.m. CT	Bid Opening Date/Time:	April 29, 2021; 9:00 a.m. 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></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>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
Agency Buyer:	Kurt Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-760-4222



## **ARKANSAS SOVEREIGN IMMUNITY**

### **NON-NEGOTIABLE**

#### **SOVEREIGN IMMUNITY:**

Language in these terms and conditions, and the terms and conditions of any resulting contract, 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.

#### **GOVERNING LAW AND VENUE:**

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

#### **INDEMNITY:**

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

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

### **1.1 PURPOSE**

National Park College (NPC, Agency) issues this Request for Proposal (RFP) to obtain proposals and a contract for completion of a Capital Campaign Feasibility Study. (See Section 2 for Specification details.)

### **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 June, 2021, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal.
- C. The initial term of a resulting contract will be for one (1) year maximum.

### **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  
Fisher Bldg, Rm 330  
101 College Dr.  
Hot Springs National Park, AR 71913-9173

### **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 will 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 State 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. 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" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," 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. Responses must be submitted 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.**
2. Technical Proposal. The following **MUST** be included in your *Technical Proposal*.
  - a. Signed *Proposal Signature Page* included with this solicitation.
  - b. Technical Proposal response to the Submission Requirements section. Proposal response **must** be in the English language.
  - c. Pricing. 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*.
3. 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)
4. **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* 1.17)

## 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
  - E.O. 98-04 – Contract Grant and Disclosure Form
  - Equal Opportunity Policy
  - Signed Addenda, 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 April 14, 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 State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on April 15, 2021. If Prospective Contractor questions are unclear or non-substantive in nature, the State 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 NBC 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 OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will 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 OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

**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, without prior knowledge and agreement of NPC, 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 or fax.
- 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 as listed on page one (1) of this solicitation document.

- 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 **AWARD PROCESS**

##### A. Successful Contractor Selection

Contractor Selection shall be completed in multiple phases.

- Phase 1 – Proposal Scoring: The Technical Proposal Score, shall be used to determine the ranking of proposals. The five (5) highest scores shall be invited by NPC to Phase 2 – Q&A. Prospective Contractors who do not make it to Phase 2 shall not be considered for award.
- Phase 2 – Q&A: The top five (5) highest scoring Prospective Contractors shall meet with the NPC evaluation team via online video communication service (e.g. Zoom). During this meeting, the evaluation team shall have the ability to ask questions about the reports, services, 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 Q&A score. Price/Cost for each shall be scored based on best value that fits within the Agency's budget.

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score, Q&A and Cost Score, will be used to determine the ranking of proposals. NPC may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

##### B. Negotiations

1. If NPC so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of NPC.
2. If negotiations fail to result in a contract, NPC 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 NPC decides not to move forward with an award.

##### 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 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 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 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.

### **1.27 RESERVATION**

The State will not pay costs incurred in the preparation of a proposal.

## **SECTION 2 – REQUIREMENTS**

### **2.1 INTRODUCTION**

National Park College (NPC, Agency) issues this Request for Proposal (RFP) to obtain proposals and a contract for completion of a Capital Campaign Feasibility Study.

The National Park College Board of Trustees in partnership with the National Park College Foundation Board of Governors seeks to engage in a comprehensive capital campaign. National Park College (NPC) is seeking a qualified independent consulting firm for the purposes of conducting a feasibility study for our organization and this campaign. NPC is looking for an experienced firm with planning and conducting Capital Campaign feasibility studies for the community college environment.

The plan should assess NPC's current situation, potential fundraising capacity for a campaign and make recommendations based on a strategy to maximize the College's fundraising efforts. A project budget, timeline, and action items should be clearly identified.

### **2.2 BACKGROUND/OVERVIEW**

Our mission statement "Learning is our focus; student success is our goal" shows that NPC is a student-centered institution. This simple statement guides our college's decisions and actions. We work to help our students realize a college education as a transformative experience in their professional and personal lives. To those ends, the aim of our strategic plan is to reinforce NPC's mission by enhancing the learning environment and by strengthening existing programs so that our college can better support and serve our students, our community, and our state.

#### **Our Vision and Values:**

We aspire to be the premier comprehensive community college in the state by providing learning-for-life opportunities while offering exemplary service to our community. As a campus, we value:

- Access – We assist students in achieving their individual educational goals by creating a learning community that is accessible, convenient, caring, affordable, and secure.
- Excellence – We strive for exemplary performance in all we do. Assessment of student learning is a means of measuring our success.
- Accountability - We are all accountable to ourselves and to one another in a learning community. We expect all members to act responsibly, behave ethically, and grow professionally.
- Collaboration – We facilitate partnerships that enhance learning, solve problems, promote economic development, and improve quality of life.

- Mutual Respect and Support – We recognize the dignity and inherent worth of all individuals. We create opportunities to explore diversity of ideas, individuals, and cultures through open communication.

### **Our Purpose:**

As a comprehensive community college, NPC offers:

- A broad general education curriculum and support services for all students as a basis for transfer, further study, professional specialization, and personal enrichment.
- Pre-college coursework to prepare students for academic success.
- A variety of technical and professional programs to prepare students for career experiences.
- Continuing education and workforce training opportunities to meet community needs and personal interests.

## **2.3 STUDY OBJECTIVES**

National Park College's goal in conducting this feasibility study:

- Understand what the potential is for a fundraising campaign and to gauge the level of support for this project in the Garland County, Arkansas community and across the state.
- Selected Contractor shall engage community and state citizens and businesses to ascertain if there is enough interest in our community and financial support for us to move forward with a comprehensive financial campaign to raise money for capital improvements, scholarship endowment, athletics, and to continue with the master plan set for by the college.
- Examine the relationship between NPC and the community.

Contractor is expected to have non-partisan conversation with potential donors to find out interest.

The feasibility study report should address, though not limited to, the following:

- National Park College and National Park College Foundation's real and perceived strengths and weaknesses in fundraising;
- The community's perception of both entities, National Park College and National Park College Foundation. What do people know about the college?
- Key areas of the case for support that resonate or hinder.
- Is NPC communicating with businesses in the right way?
- Why are people not currently donating to NPC?
- Identify key leaders in the fundraising effort
- Names of potential major donors/funders and what their interests might be
- Identify volunteers in the fundraising effort
- Determination of the amount of money that can be reasonably raised and best method(s) (e.g. increased millage, general donations, high-end donors, etc.)
- Feedback on the preliminary Case for Support to identify strengths and weaknesses
- Given the community we live in, do we have enough money in our community to withstand a capital campaign to be beneficial? Or enough interest in the State?
- Names and potential dollar amounts of donors/funders and what their interests in regards to our project may be
- Determine campaign strategies for soliciting individual prospects
- Other major fundraising campaigns in the area that might compete for the same donors
- Possible alternatives for raising funds needed to complete the project
- Appropriate timeframe for both the campaign planning study and the fundraising itself
- Prepare a written report and fundraising plan.

**NOTE:** Final report requirements/deliverables may differ depending on negotiations between Selected Contractor and NPC.

## **2.4 PROPOSAL SUBMISSION REQUIREMENTS**

- Company Overview – Provide a brief overview and historical look of your company. How do you separate yourself from other companies?
- Experience – Describe the experience your company has had with:
  - Higher ed customers, in particular with community college size entities
  - Capital Campaign Feasibility Study experience
  - Success that has come out of your feasibility report work

- C. Key Personnel – List resumes of key personnel
- D. Project Approach – Please explain your project approach, style and process
- E. Methods of Research – Describe different methods of research used (e.g. paper questionnaire, in-person interview, zoom interviews, online, mailers, social media usage)
- F. Typical Project Schedule – Submit a typical project schedule for a feasibility study of similar nature
- G. Costs – Submit a cost schedule including ALL charges that may incur when doing this feasibility study (e.g. hourly charges, mileage charges, reimbursable expenses, etc.)

## 2.5 **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.

## 2.6 **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. All work shall be completed to the satisfaction of NPC.

## 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. The State 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. The State 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. OSP will 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 *Information for Evaluation* 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 Demonstration Evaluation	Maximum Raw Points Possible	Sub-Section's Weight	* Maximum Weighted Score Possible
A. Company Overview	5	5	25
B. Experience	5	10	50
C. Key Personnel	5	5	25
D. Project Approach	5	10	50
E. Methods of Research	5	10	50
F. Typical Project Schedule	5	10	50
<b>Total Technical Score</b>			<b>250</b>

\*Sub-Section's Weight x Max Raw Points Possible = 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.

### 3.2 Q&A SCORE

- A. The Prospective Contractors with the top five (5) Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule a Q&A Session with the evaluation committee.
- B. Scoring for Q&A shall be as follows:

Information for Q&A Evaluation	Maximum Raw Points Possible	Sub-Section's Weight	* Maximum Weighted Score Possible
What type of deliverables do you propose?	5	5	25
Show Example Report	5	5	25
How do you handle conflicts of interest?	5	5	25
Identify if you have future support for deliverables and NPC questions.	5	5	25
What is your level of knowledge regarding campaigns within a community college?	5	5	25
What is your plan of action in reaching our community?	5	5	25
How are you different from other consulting firms?	5	5	25
<b>Total Technical Score</b>			<b>175</b>

C. The final individual scores of the evaluators on the Post-Q&A Score Sheets will be averaged to determine the final Technical 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 *Award Process*.)

	Maximum Points Possible
Technical Proposal	250
Q&A Session	175
Cost	150
<b>Maximum Possible Grand Total Score</b>	<b>550</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 RFP	April 7, 2021
Clarification Submission Deadline	April 14, 2021
Clarification Response*	April 15, 2021
Proposal Submission Deadline	April 28, 2021
Bid Opening Date	April 29, 2021
Review of Submitted Bids*	May 7, 2021
Top 5 Scorers Notified*	May 10, 2021
Q&A for Top 5 Scoring Vendors*	May 11-14, 2021
Price/Costs Evaluated and Scored*	May 14, 2021
Anticipation to Award Posted*	May 15, 2021
ALC Review*	TBD
Contract Award*	TBD

*\*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:  
  
accounts payable@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 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.



**4.7 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.

**4.8 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.

**4.9 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 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.

## PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit			
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Women-Owned			
AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>				
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for bid solicitation related matters.</i>				
Contact Person:		Title:		
Phone:		Alternate Phone:		
Email:				
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.				
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, 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). See Bid Solicitation for additional information.</i>				
ILLEGAL IMMIGRANT CONFIRMATION				
By signing and submitting a response to this RFP, 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.				
ISRAEL BOYCOTT RESTRICTION CONFIRMATION				
By signing and submitting a response to this RFP, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.				

**An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this RFP **will cause the Prospective Contractor's proposal to be disqualified.**

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_