



# NATIONAL PARK COLLEGE

101 College Dr.  
Hot Springs National Park, AR 71913

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

### SOLICITATION INFORMATION

Bid Number:	NP-22-0002	Solicitation Issued:	September 27, 2021
Description:	CRM Software		
Agency:	National Park College		

### SUBMISSION DEADLINE FOR RESPONSE

Submission Deadline:	November 8, 2021	Submission Deadline Time:	4:30 p.m., Central
Bid Opening Date:	November 9, 2021	Bid Opening Time:	9:00 a.m., Central

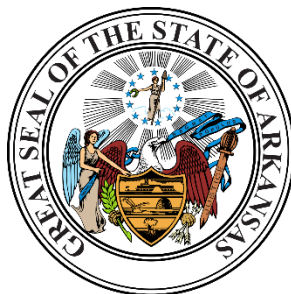
Responses **shall not** be accepted after the designated submission deadline date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline date and time. Responses received after the designated submission deadline date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Agency.

### DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	National Park College Fisher Bldg, Suite 313 101 College Dr. Hot Springs National Park, AR 71913  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.
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes. <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



## **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/Agency, 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 Customer Relationship Management (CRM) Software Implementation and ongoing Support Services to provide students the best possible experience from initial inquiry to graduation and beyond. Selected vendor (herein known as "vendor" or "contractor") shall provide tools to manage and track digital marketing and website activities with the ability to integrate with the College's current Student Information System, PeopleSoft. Selected vendor should have the ability to offer dashboards and reports to track student progress and identify potential trends. Contractor shall work closely with NPC as a consultant to direct NPC in the appropriate direction to get the most success from the CRM product.

### **1.2 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single vendor.
- B. The anticipated starting date for any resulting contract is January 26, 2022, except that the actual contract start date may be adjusted unilaterally by NPC for up to three (3) 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. Upon mutual agreement by the Contractor and Department, the contract may be renewed by TSS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years unless permitted by Arkansas Procurement Law.

### **1.3 ISSUING AGENCY**

The Agency (National Park College), 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**

Responses submitted by the submission deadline time and date shall be opened at the following location on the bid opening time noted on page one (1):

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

### **1.6 DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, shall cause the vendor's response to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request must be declared in writing and submitted to the Agency Contact for this solicitation. Vendor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

### **1.7 DEFINITION OF TERMS**

- A. The Agency Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. 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 expenses, commodities, and other expenses.

## 1.8 **RESPONSE DOCUMENTS**

### 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 **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
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*
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.

## 1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- B. The original submission and all copies should be arranged in the following order.
  - Scanned Signed Response Signature Page.

- Information required for submission as listed in Section 3.1
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- Fees/Pricing (Saved as separate file)

#### 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 October 7, 2021, to the NPC buyer as shown on page one (1) of this *Bid Solicitation*.
- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  - Prospective Contractors' written questions will be consolidated and responded to by the Agency. The consolidated written response is anticipated to be posted to the OSP website by the close of business on October 8, 2021. If Prospective Contractor questions are unclear or non-substantive in nature, the 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 NPC buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by NPC 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 NPC.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### 1.11 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included with this solicitation.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:
- Additional terms or conditions submitted intentionally or inadvertently.
  - Any exception that conflicts with a Requirement of this *Bid Solicitation*.

#### 1.12 **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 a minimum of 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".
- D. NPC reserves the right to negotiate the pricing with the apparent successful vendor after the evaluation of responses.

#### 1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more vendors shall not be accepted.

- B. A single Prospective Contractor **must** be identified as the prime Contractor. 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.
- C. Awarded Contractor shall be responsible for completing services.

#### 1.14 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NPC.
- B. Vendor **must not** alter any language in any solicitation document provided by NPC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. NPC **shall** have the right to award or not award a contract, if it is in the best interest of NPC to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by NPC within 48 hours.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

#### 1.15 **REQUIREMENT OF ADDENDUM**

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

#### 1.16 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Vendor Selection  
The ranking of vendors **shall** be determined by the total score received for *Response, Pricing and Demonstration/Q&A*. The vendor receiving the highest ranking average score for their *Response, Pricing and Demonstration/Q&A* scores **shall** be selected as the apparent successful vendor and **shall** enter negotiations with NPC.
- B. Negotiations
  - 1. NPC will enter pricing and process negotiations with the highest ranking vendor.
  - 2. If NPC so chooses, it **shall** also have the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of NPC. NPC **shall** solely determine the items to be negotiated.
  - 3. If NPC and vendor cannot reach an agreement regarding contractual matters, including pricing, NPC **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time NPC decides not to move forward with an award.
- C. Anticipation to Award
  - 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the Office of State Procurement website at <http://www.arkansas.gov/dfa/procurement/bids/index.php>.
  - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.

3. NPC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State to do so.
4. It is the vendor's responsibility to check the listed website for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to NPC and/or State approval processes which may include Legislative review and approval.
2. The Agency Procurement Official will be responsible for award and administration of any resulting contract(s).
3. This contract shall be subject to NPC board approval. Failure to attain NPC board approval shall negate any potential contract.

1.17 MINORITY BUSINESS POLICY

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

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

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

1.18 EQUAL OPPORTUNITY POLICY

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

B. *EO Policies* should accompany the solicitation response.

C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

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

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.20 PAST PERFORMANCE

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

1.21 PUBLICITY

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

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

1.22 RESERVATION

NPC **shall not** pay costs incurred in the preparation and/or submission of a response.

## **SECTION 2 – SCOPE**

### **2.1 INTRODUCTION**

National Park College ("NPC," "Agency"), issues this Request for Proposal (RFP) to obtain proposals and a contract for a cloud based Customer Relationship Management (CRM) Software Implementation and ongoing Support Services to provide students the best possible experience from initial inquiry to graduation and beyond. Selected vendor (herein known as "vendor" or "contractor") shall provide tools to manage and track digital marketing and website activities with the ability to integrate with the College's current Student Information System, PeopleSoft. Selected vendor should have the ability to offer dashboards and reports to track student progress and identify potential trends. Contractor shall work closely with NPC as a consultant to direct NPC in the appropriate direction to get the most success from the CRM product.

### **2.2 BACKGROUND**

National Park College offers a university experience that's close to home at less than half the cost of the average university. NPC offers two-year degrees and certificates both on campus and online, and bachelor's degrees on campus through a partnership with Southern Arkansas University.

NPC averages 4,300 annual student applications per year.

### **2.3 CONTRACTOR REQUIREMENTS**

NPC is looking for a strategic partner – sophisticated, highly integrated and engaged firm with strong subject matter expertise, and a proven, results-oriented background.

Interested Contractors must:

- a. Demonstrate a strong grasp of the higher education environment and our unique student needs
- b. Understand the full student journey and provide support across all student journey phases
- c. Possess a strong understanding of its own product, with emphasis on integration and reporting and analytics

The selected contractor must have a successful record of assisting organizations to achieve their goals through the implementation and ongoing support of its CRM Solution. NPC is looking for a strategic partner – sophisticated, highly integrated and engaged firm with strong subject matter expertise, and a proven, results-oriented background.

Functionality of product **must**:

- a. Be able to integrate with PeopleSoft (9.2) Student Information System
- b. Integrate with Google Analytics (allowing NPC to collect website traffic and integrate that data)

Functionality would be beneficial to:

- a. Integrate and update documents to ImageNow Document Imaging Software
- b. Integrate with CampusLogic Product Suite (specifically Scholarship Universe)

### **2.4 PERFORMANCE STANDARDS**

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor shall provide.
- B. NPC may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. Performance Standards shall not be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. NPC 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, NPC has final determination of the performance acceptability.
- F. Should any compensation be owed to NPC due to the assessment of damages, Contractor shall follow the direction of NPC regarding the required compensation process.



## **SECTION 3 – SUBMISSION REQUIREMENTS**

### **3.1 SUBMISSION REQUIREMENTS – TECHNICAL PROPOSAL**

Vendor responding to this RFP shall provide the following information regarding qualification of their firm in the order presented below. Please initiate each response by restating the question listed below.

#### **A. FIRM EXPERIENCE:**

1. Provide a brief history of the company including the number of years providing higher education CRM support.
2. Provide a descriptive of the company's experience and abilities with higher education customers.
3. Include your firm's headquarters location and location of office that will service NPC. If applicable, provide a link to your firm's website.

#### **B. CLIENT LIST:** Provide a list of your top three (3) higher education institutions most similar to NPC. Provide a brief description of the service provided and noteworthy success/outcome. Please provide listed higher education client contact information (contact name, company name, scope of services, and telephone number including extension numbers, if known). NPC reserves the right to contact references not provided in the proposal/portfolio. Your firm may include other relevant and noteworthy clients in addition to the three higher education institutions.

#### **C. PROPOSED KEY PERSONNEL QUALIFICATIONS:** Provide the name(s) for the proposed team, inclusive of position(s) and applicable background. Contractor shall list who will be responsible for the management of all work associated with the resulting contract and will have the capability of pulling in the firm's staff resources as needed and making sure adequate resources being designated for this contract as well as for issue escalation/resolution. A brief description/summary of Key Personnel qualifications and expertise must be included. In addition, include any awards or recognitions earned by your firm or the proposed team member. Lastly, describe your company's proposed staffing including management and escalation procedures to support NPC's account. (Identify corporate sub-contractual personnel, if applicable.)

#### **D. COMMUNICATION METHODS:**

1. Please address the different modes of marketing and communication provided through the CRM and how they can be integrated into campaign management design. Provide details regarding the availability of predesigned templates, options for customization, ability to send in batch while still tailoring messages to the individual.
2. Please include specifics on the following media in addition to any others that your product has available:
  - a. Email (Please address any limits on number of messages that can be sent at one time, features to improve deliverability through spam filters, accessibility and mobile-responsive design.)
  - b. CRM ability to integrate/connect with NPC campus email service to automatically log non-CRM email communications between staff and contacts in the CRM?
  - c. Text messaging (What data must be collected in order to utilize text messaging? Please address both mass and individual text messaging capabilities.)
  - d. Postal Mail (Are there letter and mailing label templates? Tools to assist with bulk mailing?)
  - e. Call-center functionality
  - f. Live Web Chat and/or Chatbox functionality
3. Please describe how the above communications are logged in the CRM (i.e. automatically when sent, manually added, etc.) and provide screenshots of interfaces to review the communication history for an individual. What tools and reports are available for permanent bounce rates, etc.? What tools are provided to inactivate "bad" phone numbers, email addresses, etc.? What reporting is available for tracking?

- E. CAMPAIGN MANAGEMENT AND AUTOMATED WORKFLOW:** Please explain your system's campaign management and automated workflow features including the following:
1. Illustrate how an individual is classified and converted through the different stages of the recruitment/enrollment funnel: prospect, inquiry, applicant, admit, enrolled student. Are funnel stages customizable? How easily can they be converted to the next stage in the funnel? Is this done manually? In batch? Automatically through integration with the student information system? Does this feature keep a historic log?
  2. How are campaigns scheduled, and what level of technical expertise is required to design a multi-channelled campaign?
  3. Does the system allow for multiple campaigns to be run simultaneously?
  4. Can campaigns handle communications that are triggered by both pre-defined schedules and response to student interactions?
  5. What different methods of communication can be utilized in a single campaign?
  6. Do campaigns take student communication preferences into account?
  7. What are the capabilities and/or limitations for using Google Analytics and Universal Tag Manager to connect campaigns to website traffic?
- F. EVENT MANAGEMENT:** Please address the following in regard to the CRM's event management functionality:
1. What types of events can be managed (e.g. on-campus, off-campus, recurring)?
  2. Does the system provide for management of multiple activities/sessions within a large event such as an Orientation?
  3. Do the event management components of the CRM include event pages (e.g., event calendar, registration forms, landing pages, confirmation messages, etc.)?
  4. If so, can these be built using responsive design or are they already responsive?
  5. Does all of the content meet WCAG 2.1 accessibility standards?
  6. What level of technical expertise is required to customize the content of these pages?
  7. Can we drive students to different events based on an attribute or set of attributes (e.g., prospective students versus admitted students, biology major versus English major, etc.)
  8. Can we create an unlimited number of registration forms?
  9. Is there functionality to send confirmations, reminders, and personalized itineraries for events once a person has registered, and will these messages allow for conditional logic in order to personalize responses? If so, via what channels?
  10. Will the system allow a student/guest to make changes to their own registration?
  11. What types of event information can be stored in the system (i.e. guest limits, locations, capacity, attendance, etc.)?
  12. What features are included/available to help track event attendance and automate follow-up with no-shows and cancellations?
  13. Does the CRM provide survey tools for evaluation of events?
- G. RECORDS MANAGEMENT:** Please address the following regarding records management within the CRM.

1. What types of records can be stored in your solution and what are the capabilities to add custom data fields? Do such customizations have to be performed by your company or can an on-site system administrator do them? Are there any limitations on the number of records that can be stored in and extracted from your system? Can records be archived and/or purged? Can a person's record have multiple roles (i.e. parent, alumni)? Can a person have multiple applications?
2. Does your solution provide the ability to batch create, edit and/or delete records? Describe the process and standard tools used to import Student Search names, test scores, etc. into the CRM from CSV and other flat files. Are any industry standard import templates (SAT, ACT, etc.) included and maintained by the vendor? What tools will we have available to create our own imports/exports and can these packages/templates be saved for future use? Can they be automated?
3. What is the process for identifying and resolving duplicate or possible duplicate records? Are duplicate criteria customizable, and will duplicate records be locked, sent to a holding bin, purged, etc.?
4. Does your CRM provide an audit trail that details the edits made to a record?
5. What types of user roles can be defined and how granular is the security that can be applied to these roles?
6. What type of search capabilities does your CRM include? Name, DOB, SSN, ID#, High School? And what type of filters and sorts can be applied to list results?
7. How accessible is the data in your database? Describe the process and provide screen-shots of how an end user could build an advanced query and what options are available for exporting that information.
8. Can queries, advanced filters and sorts, and other searches be saved for future use by the creator and other system users, without affecting other users?
9. Does your CRM provide an application solution?
10. Explain product's ability to nurture enrolled students and alumni.
11. Does your CRM allow for additional/custom personas to facilitate communication/marketing plans with "influencers" to the college selection process (parents, guidance counselors, coaches, etc.)? Can these records be linked to the prospective student record?

**H. REPORTS:**

1. Describe what reports are available (off the shelf)
2. Describe the ability, if any, to create custom reports and the ease-of-use for creating such custom reports.

**I. TIMELINES:** Submit a sample timeline for implementation. Timeline should list the different steps from contract start through integration to functional product. Provide descriptions for each timeline step as needed.

**J. AVAILABILITY:**

1. What are the procedures in the event of an unscheduled outage?
2. List any guarantees against system non-performance/downtime.
3. List maintenance schedules typically completed that would result in downtime and the frequency these typically occur.

**K. SECURITY:** List and describe the securities used in your software.

**L. CONCURRENT USERS:** How many concurrent users can your product support?

**M. USER SUPPORT:** Describe customer/user support available such as help desk with hours available, training (human assistance, training manuals), etc.

N. **IMPORTANT QUESTIONS:** What are the most important questions (up to 3) that we haven't asked you, but should have? Include the answer(s) to the question(s)?

### 3.2 **SUBMISSION REQUIREMENTS – PRICING**

Provide all pricing/fee structures (e.g. flat, recurring, quantity, periodic, etc.) and discounts to provide services. **Any costs not identified by the successful contractor but subsequently incurred in order to achieve successful operation shall be borne by the vendor.** Pricing/fees listed may include (if applicable), but not limited to:

- Annual/monthly (Subscription) fees
- Fees based on number of records/contacts/applicants
- Agency User Fees
- Extraneous fees
- Integration
- Maintenance
- Help Desk
- Training

Pricing shall be saved as a separate file from Technical Proposal. See Section 1.12.

### 3.3 **TECHNICAL RESPONSE SUBMISSION CHECKLIST**

It is the vendor's responsibility to ensure the following has been submitted with their submission. Failure to submit required documentation shall disqualify RFP submission from consideration.

- ☐ Signed Response Signature Page
- ☐ Submission Requirements (Section 3.1)
- ☐ E.O. 98-04 – *Contract Grant and Disclosure Form*
- ☐ *Equal Opportunity Policy*
- ☐ Pricing (Section 3.2 and 1.12) (Saved as separate file from Technical Proposal)

### 3.4 **DEMONSTRATION/Q&A**

The top three (3) scoring contractors in averaged Technical Response combined with Price Score shall move forward to the Demonstration/Q&A phase (Demo). Dates and times shall be assigned by NPC.

Contractors shall be allowed a total of 1.5 hours for Demo. One (1) hour for demonstration; thirty (30) minutes for Q&A with NPC evaluators.

Demonstrations shall include, but shall not be limited to, answers to and/or demonstration of the following:

- A. Centralized communications for prospective students
- B. Campaign management and automated workflow features (must address email)
- C. Records Management (must address duplicate merging)
- D. Integration with core software
- E. Application and interest form solution
- F. Campaign tracking from website traffic with Google Universal Tag Manager
- G. Explain ability to track full student life cycle from first touch to alumni

## **SECTION 4 – CRITERIA FOR SELECTION**

### 4.1 **SCORING PHASES**

Scoring shall occur in two phases.

- Phase 1 – Technical Response Score and Pricing Score
- Phase 2 – Demonstration/Q&A Score

### 4.1 **TECHNICAL RESPONSE SCORE**

A. NPC will review each submission to verify submission requirements have been met. Submissions that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.

- B. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of NPC.
- 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

- 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.
  - 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.
  - 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.
  - 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.
- In each sub-section, items/questions have each been assigned a maximum point value. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
  - NPC has assigned Weighted Values to each section according to its significance.

Information for Evaluation Sub-Sections of 3.1 Submission Requirements	Max raw points	Sub-Section's weight	Max weighted score possible
A. Firm Experience	5	10	50
B. Client List	5	5	25
C. Proposed Key Personnel Qualifications	5	5	25
D. Communication Methods	5	10	50
E. Campaign Management and Automated Workflow	5	10	50
F. Event Management	5	5	25

G. Records Management	5	10	50
H. Reports	5	10	50
I. Timelines	5	5	25
J. Availability	5	5	25
K. Security	5	5	25
L. Concurrent Users	5	10	50
M. User Support	5	5	25
N. Important Questions	5	5	25
<b>MAXIMUM TOTAL POINTS POSSIBLE:</b>			<b>500</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:

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

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. Individual evaluator scores shall be averaged for final technical score for each potential contractor.

#### 4.2 **PRICE SCORE**

A. When pricing is opened for scoring, the maximum amount of price points will be given to the proposal with the BEST VALUE.

B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

A = Lowest Total Cost  
B = Second (third, fourth, etc.) Lowest Total Cost  
C = Maximum Points for Lowest Total Cost  
D = Total Cost Points Received

#### 4.3 **DEMONSTRATION/Q&A SCORE**

A. Contractors shall be scored upon the following categories:

Information for Evaluation Subsections of 3.4 Demonstration/Q&A	Max raw points	Sub-Section's weight	Max weighted score possible
A. Centralized communications for prospective students	5	10	50
B. Campaign management and automated workflow features (must address email)	5	10	50
C. Records Management (must address duplicate merging)	5	5	25
D. Integration with core software	5	10	50
E. Application and interest form solution	5	10	50
F. Campaign tracking from website traffic with Google Universal Tag Manager	5	5	25
G. Explain ability to track full student life cycle from first touch to alumni	5	10	50
Overall Demo Score	5	5	25
Q&A	5	5	25
<b>MAXIMUM TOTAL POINTS POSSIBLE:</b>			<b>350</b>

\* Max Raw Points x Sub-Section's Weight = Maximum Weighted Score Possible for the sub-section.

B. Contractors shall include the above categories in their demonstrations.

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

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

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

D. The proposal's weighted scores for sub-sections will be added to determine the total technical score for the proposal.

E. Individual evaluator scores shall be averaged for final Demonstration/Q&A score for each participating contractor.

#### 4.4 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Initial Total Score for the proposal. The top three (3) scorers shall participate in the Demonstration/Q&A portion. The Initial Total Score and Demonstration/Q&A score shall be added together for a Grand Total Score. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

	Maximum Points Possible
Technical Proposal	500
Cost	350
Demonstration/Q&A	350
<b>Maximum Possible Grand Total Score</b>	<b>1200</b>

#### 4.5 **DISCUSSIONS**

Arkansas Procurement Law allows for discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award. NPC reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and TSS OSP procurement rules. After initial evaluation, NPC may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

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

A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.

B. The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

#### 4.7 **SOLICITATION SCHEDULE**

The following schedule shall be used for this RFP.

Event	Date
Release of RFP	September 27, 2021
Clarification of Solicitation Deadline	October 7, 2021
Posting of Clarifications	October 8, 2021
Proposal Submission Deadline	November 8, 2021
Bid Opening Date	November 9, 2021
Final Evaluation of Technical Responses*	November 22, 2021
Demonstration/Q&A Times Set*	November 23, 2021
Demonstrations/Q&A*	December 6, 2021
Complete Scoring*	December 7, 2021
Anticipation to Award Posted*	December 8, 2021
ALC Review*	January 25, 2022
Contract Finalized*	January 26, 2022

\*Dates are approximate

NOTE: National Park College campus shall be closed the following dates:

- Thanksgiving Holiday: November 24 – 26, 2021
- Winter Break: December 20 – December 31

## **SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS**

### **5.1 PAYMENT AND INVOICE PROVISIONS**

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

**accountspayable@np.edu**

- B. Payment will be made in accordance with applicable NPC accounting procedures upon acceptance of goods and services by NPC.
- C. NPC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied NPC as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice NPC by an itemized list of charges. The NPC 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.

### **5.2 GENERAL INFORMATION**

- A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The laws of the State of Arkansas **shall** govern this contract.
- G. A contract **shall not** be effective prior to award being made by the Agency Procurement Official.
- H. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

### **5.3 CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless NPC and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.



#### 5.4 **STATEMENT OF LIABILITY**

- A. The vendor's liability for damages to NPC **shall** be limited to the value of the Contract. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and NPC **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- B. Language in these terms and conditions **shall not** be construed or deemed as NPC's waiver of its right of sovereign immunity. The vendor agrees that any claims against NPC, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 5.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to NPC and the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for a minimum of 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.

#### 5.6 **CONFIDENTIALITY**

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

#### 5.7 **CONTRACT INTERPRETATION**

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

#### 5.8 **CANCELLATION**

- A. In the event NPC no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, NPC **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, NPC **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

#### 5.9 **SEVERABILITY**

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

## **SECTION 6 – STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

- 15. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.



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:					
ILLEGAL IMMIGRANT CONFIRMATION					
By signing and submitting a response to this <i>Bid Solicitation</i> , 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 <i>Bid Solicitation</i> , 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.					

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

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