



# NATIONAL PARK COLLEGE

101 College Dr.  
Hot Springs National Park, AR 71913

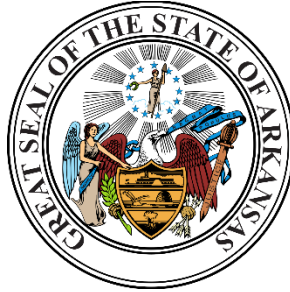
## **REQUEST FOR PROPOSAL** BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	NP-23-0007	Solicitation Issued:	November 28, 2022
Description:	Security Access Controls		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline:	December 5, 2022	Submission Deadline Time:	4:30 p.m., Central
Bid Opening Date:	December 6, 2022	Bid Opening Time:	9:00 a.m., Central
<p>Responses <b>shall not</b> 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 <b>shall</b> be considered late and <b>shall not</b> be reviewed. It is not necessary to return "no bids" to the Agency.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p><b>National Park College</b> <b>Gerald Fisher Bldg, Suite 327</b> <b>101 College Dr.</b> <b>Hot Springs National Park, AR 71913</b></p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Response's Outer Packaging:	<p>Outer packaging <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.</p> <ul style="list-style-type: none"><li>• Bid number</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, shall 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 Agency, 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 INFORMATION**

### **1.1 PURPOSE**

National Park College (“Agency”) is seeking bids from potential contractors for purchase and installation of Security Access Controls equipment (“Controls”).

### **1.2 TYPE OF CONTRACT**

- A. As a result of this RFP, a term contract is intended to be awarded to one contractor. NPC reserves the right to award to more than one vendor depending on the skill sets and costs of the responding contractors.
- B. The anticipated starting date for any resulting contract is January, 2023, except that the actual contract start date may be adjusted forward unilaterally by NPC for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor(s) represents and warrants that it shall honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract shall be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by NPC 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.

### **1.3 ISSUING AGENCY**

The Agency, 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) solicitation document 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 opening time and date shall be opened at the following location:

**National Park College  
ATTN: Kurt Markish  
Gerald Fisher Bldg, Suite 327  
101 College Dr.  
Hot Springs National Park, 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 and included with a Contractor’s submission. Contractor 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 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, materials, commodities, reimbursable, and other expenses.

## 1.8 **RESPONSE DOCUMENTS**

### A. Original Technical Response

1. The original *Technical Response* **must** be submitted on or before the bid opening date and time.
2. Technical 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.**
3. The following **MUST** be included in your *Technical Response*.
  - a. Signed *Proposal Signature Page* included with this solicitation.
  - b. Technical Response to the Submission Requirements section. *Technical Response* **must** be in the English language.
4. The following items **should** be submitted in the original *Technical Response*.
  - a. EO 98-04 Disclosure Form
  - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*
5. **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. Additional Copies and Redacted Copy of the Technical Response

If the Agency requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.

## 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 *Response Packet* and all copies should be arranged in the following order.
  - *Response Signature Page.*
  - Response to the *Submission Requirements and Evaluation Criteria* section.
  - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Documents and/or information should be labeled so as to reference the Solicitation number as listed on page 1.
  - E.O. 98-04 – *Contract Grant and Disclosure Form.*

- *Equal Opportunity Policy.*
- Signed Addenda, if applicable (if addendum was issued).

#### 1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:30 p.m., Central Time on November 30, 2022. Submit written questions by email to the Agency buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
  2. 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 December 1, 2022. 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 bid.
- 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. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

#### 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 in the RFP.
- 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 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more vendors shall not be accepted.
- B. A single prime contractor shall be awarded and held responsible for the contract and shall be the sole point of contact.

#### 1.13 **FOIA**

Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

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

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency.
- B. Vendor **must not** alter any language in any solicitation document provided by the Agency.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.

- E. NPC **shall** have the right to award or not award a contract, if it is in the best interest of the Agency or the State of Arkansas to do so.
- F. NPC may, at any time and at its sole discretion, reject any and all responses, cancel the RFP, or reissue the RFP.
- G. NPC reserves the right to waive and/or seek correction of any irregularities contained in any response.
- H. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- I. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- J. NPC reserves the right to conduct reference checks. In conducting reference checks, NPC may include itself as a reference if the Contractor has performed work for NPC, even if the Contractor did not identify NPC as a reference.
- K. NPC reserves the right to check references for the Contract from other owners and designers even if they were not identified by the Contractor as a reference. NPC shall include such information obtained in the evaluation process.

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

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

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

##### A. Successful Vendor Selection

The ranking of contractors **shall** be determined by the total score each vendor receives in each phase of evaluations.

The vendor receiving the highest ranking total score shall be selected as the apparent successful vendor and shall enter negotiations with the Agency.

Other than highest ranking vendor, vendors shall not be notified of ranking.

A contractor that does not meet the needs of NPC and/or meet all required specifications shall not be selected for award, regardless of score ranking.

##### B. Negotiations

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

##### C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award shall be posted on the Agency website at [https://www.arkansas.gov/tss/procurement/pro\\_intent.php](https://www.arkansas.gov/tss/procurement/pro_intent.php).

2. The anticipated award shall be posted to the OSP website prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract shall not be issued prior to the end of the posting period.
3. The Agency shall have the right to waive the policy of Anticipation to Award when it is in the best interest of the State to do so.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award. Other than the awarded vendor, vendors shall not be notified of Anticipation to Award posting.

D. Issuance of a Contract

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

1.17 MINORITY BUSINESS POLICY

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

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

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

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the Agency is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should accompany the solicitation response. If a Contractor is selected for award and has not submitted an EO Policy with the solicitation response, a copy must be obtained prior to contract award.
- 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. Bidders shall certify online at:  
<https://www.ark.org/tss/immigrant/index.php/user/welcome>

1.20 PAST PERFORMANCE

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

1.21 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Solicitation* or any portion of the project without the Agency's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.22 RESERVATION

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

## **SECTION 2 – SCOPE**

### **2.1 INTRODUCTION**

National Park College (“Agency”) is seeking bids from potential contractors for purchase and installation of Security Access Controls equipment (“Controls”).

National Park College is looking to expand their current Avigilon ACM Access Control System onto many different buildings on the campus. The existing Avigilon ACM system has 96 openings and is currently deployed on a few buildings on campus. This project will be to expand the current system so that it will include exterior openings on most of the remaining buildings on campus. The total door count for this expansion project is roughly 110 which does include some Wireless locking hardware. The current reader technology which is HID Multiclass SE will continue to be used on all additional doors as the University is using HID class Credentials. A site walk has been conducted by a Hardware consultant and the Electrified hardware for the new openings has already been chosen and will be attached to this scope. Official hardware list shall be followed. Any changes shall require prior approval by NPC.

### **2.2 COMPATABILITY**

To ensure compatibility and consistency of present functionality/standards and to ensure the best security, items must be specific brand/item/product number listed unless otherwise noted with “or approved equal.” Products used **must** be compatible with current Avigilon system.

### **2.3 SCOPE**

Selected Contractor shall be responsible for:

- A. Installing and testing selected access hardware sets on selected doors in a timely and professional manner.
- B. Pricing and purchasing hardware not required to be purchased from a certified product dealer(s)
- C. Verifying suggested security access solutions
- D. Confirming items such as hinge sizes, frames acceptability, custom keying, etc. prior to ordering product or starting work
- E. Finding and installing electronic locking solutions for select doors

**NO MAG LOCKS** shall be accepted for use.

### **2.4 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The Agency may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State shall have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards shall become an official part of the contract.
- E. Performance Standards shall continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified shall result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State shall have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.

- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

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

### **3.1 SUBMISSION REQUIREMENTS AND EVALUATION CRITERIA**

Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions.

#### **TECHNICAL RESPONSE**

- A. Firm Experience:** Provide a brief overview of the company including the company's size, number of years providing installation and product support for security access devices. List capabilities and relevant experience of projects completed of similar size.
- B. Warranty:** Awarded Contractor must warranty the products purchased and work provided. List your company's work and product warranties.
- C. Support**  
Provide information regarding Company's ability to provide short- and long-term support.
- D. Rates/Fees:** List your standard hourly rates/fees, after-hour rates/fees, and standard hours of availability and after-hour availability.

#### **PRICING RESPONSE**

List the pricing of selected parts contained within the Hardware List and Pricing excel sheet (excluding tax) in Columns I and J. If pricing includes installation, state "INCL" or "Included" or similar statement in the "Installation \$" column.

### **3.2 TECHNICAL RESPONSE SCORING**

In each sub-section, items/questions have each been assigned a maximum point value of five (5) points.

- A. The Agency will review each Response Packet to verify submission Requirements have been met. **Response Packets that do not meet submission Requirements shall be disqualified and shall not be evaluated.** The Agency reserves the right to ignore or seek clarification for minor or clerical errors.
- B. An agency-appointed Evaluation Committee shall evaluate and score qualifying responses. Evaluation shall be based on vendor's response to *Section 3.1 Submission Requirements and Evaluation Criteria*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Submission Requirements and Evaluation Criteria* section has been divided into sub-sections.
  - In each sub-section, items/questions have each been assigned a maximum raw point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Weighted Score Possible.
  - The agency has assigned a Score Weight to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Max Raw Points Possible	Sub-Section's Score Weight	* Maximum Weighted Score Possible
A. Firm Experience	5	10	50
B. Warranty	5	10	50
C. Support	5	10	50
D. Rates/Fees	5	10	50
<i>Total Possible:</i>			200

- D. The Maximum Raw Points are defined as:  
5 – Exceptional

- 4 – Above Average
- 3 – Acceptable/Average
- 2 – Below Average
- 1 – Unacceptable

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

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

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

F. Vendor's weighted scores for sub-sections will be added and then averaged to determine the total technical response score.

### 3.3 **PRICE SCORING**

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

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

### 3.4 **GRAND TOTAL SCORE**

The Technical Score and Price Score shall be added together to determine the Total Score for the proposal. The Prospective Contractor's proposal with the highest Total Score shall be selected as the apparent successful Contractor.

	Maximum Points Possible
Technical Proposal	200
Price	150
<b>Maximum Possible Total Score</b>	<b>350</b>

### 3.5 **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.

### 3.6 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

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

### 3.7 **SOLICITATION SCHEDULE**

The following schedule shall be used in this solicitation:

Event	Date
Release of RFP	November 28, 2022
Clarification Submission Deadline	November 30, 2022
Clarification Response*	December 1, 2022

Proposal Submission Deadline	December 5, 2022
Bid Opening Date	December 6, 2022
Bid Review Completed By*	December 7, 2022
Anticipation to Award Posted*	December 7, 2022
ALC Review*	TBD
Contract Award*	TBD

*\*Dates are approximate*

### 3.8 **ETHICAL STANDARDS**

- A. Vendors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of NPC or the State of Arkansas, or to any official or employee of NPC's contractors, for the purpose of influencing this selection, as a gratuity, as a thank-you gift, or for any other reason. Any attempt by a vendor to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. Neither vendor nor any person acting on vendor's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of NPC or NPC's contractors, their families or staff members. All inquiries regarding the solicitation are to be directed to the **designated agency contact ONLY** as listed at the bottom of page 1 of this RFP. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from vendor's formal response to the solicitation, written requests for clarification during the period officially designated for such purpose by NPC, neither vendor(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of NPC, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any vendor.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

- A. Unless otherwise directed, 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 the agency.
- 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 the Agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered with NPC in order to receive payments.

### 4.2 **GENERAL INFORMATION**

- A. The Agency shall not lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the Agency Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The Agency shall not contract with another party to indemnify and defend that party for any liability and damages.

- C. The Agency shall not pay damages, legal expenses, or other costs and expenses of any other party.
- D. The Agency shall not continue a contract once any equipment has been repossessed.
- E. Any litigation involving the Agency or State must take place in Pulaski County, Arkansas.
- F. The Agency shall not agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The Agency shall not enter a contract which grants to another party any remedies other than the following:
  - The right to possession.
  - The right to accrued payments.
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas shall govern this contract.
- I. A contract **shall not** be effective prior to award being made by the Agency Procurement Official.
- J. In a contract with another party, the Agency will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the Agency 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 Agency to carry insurance for such risk.

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

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

#### 4.4 **STATEMENT OF LIABILITY**

- A. The Agency will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor shall retain total liability for equipment, software and technical and business or operations literature. The Agency shall not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the Agency shall be limited to the value of the Contract. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the Agency shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

- C. Language in these terms and conditions shall not be construed or deemed as the Agency's or the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the Agency or the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

#### **4.5 RECORD RETENTION**

- A. The vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access shall be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records shall be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

#### **4.6 CONFIDENTIALITY**

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

#### **4.7 CONTRACT INTERPRETATION**

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

#### **4.8 CANCELLATION**

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

#### **4.9 SEVERABILITY**

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

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

1. **GENERAL:** Any special terms and conditions included in this solicitation shall override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions shall become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State shall have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets must be submitted to the Agency on or before the date and time specified for bid opening. The Response Packet must contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids shall be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses must be placed in separate packages and should be completely and properly identified. Late bids shall not be considered under any circumstances.

4. **BRAND NAME REFERENCES:** Unless otherwise specified in the *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.
5. **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.
6. **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.
7. **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.
8. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.**

- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.



Page 16 of 16