



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

REQUEST FOR QUALIFICATION BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-18-0001	Solicitation Issued:	July 13, 2017
Description:	Construction Manager		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
RFQ Submission Deadline	July 24, 2017, 4:30 p.m., Central Time
RFQ Opening Date:	July 25, 2017, 9:00 a.m., Central Time
<p>Responses shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Agency.</p>	

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

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurtis L. Markish	Buyer's Phone Number:	501-701-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-701-4222
Agency Website:	www.np.edu		

SECTION 1 – GENERAL INFORMATION

1.1 PURPOSE

National Park College (herein known as NPC, Agency) issues this Request for Qualifications (RFQ) to obtain qualifications for a construction manager (Vendor, CM).

National Park College seeks a construction manager to build items selected from the college Master Plan. Construction will occur at the National Park Campus located at 101 College Dr., Hot Springs, AR 71913. The project will include, but not limited to, a new student commons building, new roadway(s), parking lot(s), and landscaping and other projects as directed by the Campus Master Plan (CMP) as well as NPC requirements, construction budgets, etc.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is September 24, 2017. Upon mutual agreement by the vendor and agency, the contract may be renewed by the Agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term shall not be more than seven (7) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

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

**National Park College
ATTN: Kurt Markish
Fisher Bldg, Suite 313
101 College Dr.
Hot Springs National Park, AR 71913**

1.5 DEFINITION OF REQUIREMENT

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

1.6 DEFINITION OF TERMS

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

1.7 **RESPONSE DOCUMENTS**

A. Original Response Packet

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
2. The *Response Packet* should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
 - b. Response to the *Information for Evaluation* section included in the *Response Packet*.
 - c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Response Packet*.
 - a. EO 98-04 Contract Grant and Disclosure Form.
 - b. Copy of Vendor's *Equal Opportunity Policy*.
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is **not** requested for this solicitation and **must not** be submitted with the bidder's response.

C. Additional Copies and Redacted Copy of the Response Packet

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

1. Additional Copies of the *Response Packet*
 - a. Five (5) complete hard copies (marked "COPY") of the *Response Packet*.
 - b. **One (1)** electronic copy of the *Response Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If the Agency requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.

1.8 **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*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- E.O. 98-04 – *Contract Grant and Disclosure Form*.
- *Equal Opportunity Policy*.
- Signed Addenda, if applicable (if addendum was issued).

1.9 **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 July 17, 2017. Submit written questions by email to the Agency buyer as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
2. Vendors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the Agency website by the close of business on July 19, 2017.

- B. Vendors may contact the Agency buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 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 RFQ.
- 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*.

1.11 PRICING

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

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint response submitted by two or more vendors is not acceptable.
- B. The prime contractor **shall** be 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 State.
- 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 State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

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 vendors **shall** be determined by the total score each receives in evaluation. The vendor receiving the highest ranking score for their Response and Presentations **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.

B. Negotiations

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

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the Agency website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period from August 11 through August 24, 12:00 pm noon, 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 posting period.
3. The Agency **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the Agency website for the posting of an anticipated award. 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 will be responsible for award and administration of any resulting contract(s).

1.17 **MINORITY BUSINESS POLICY**

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

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

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

1.18 **EQUAL OPPORTUNITY POLICY**

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

- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.19 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

1.20 **PAST PERFORMANCE**

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

1.21 **VISA ACCEPTANCE**

- A. Awarded vendor should have the capability of accepting the State's authorized VISA card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.22 **PUBLICITY**

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

1.23 **RESERVATION**

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

SECTION 2 – MINIMUM REQUIREMENTS

2.1 **INTRODUCTION**

National Park College seeks a construction manager to build items selected from the college Master Plan. Construction will occur at the National Park Campus located at 101 College Dr., Hot Springs, AR 71913. The project will include, but not limited to, a new student commons building, new roadway(s), parking lot(s), and landscaping and other projects as directed by the Campus Master Plan (CMP) as well as NPC requirements, construction budgets, etc.

Selected vendor shall be responsible for, but not limited to:

1. Pre-Construction Services, including but not limited to
 - a. Detailed cost estimating for both the Schematic Design and the Design Development Phases of the design.
 - b. Budget Adherence, Value analysis and Constructability Review. Working closely with NPC, Architects and Engineers to review drawings and specifications for cost savings, constructability, and coordination.
 - c. Project schedule development/site construction analysis (i.e. construction phasing, project site access, site safety review, etc.)
2. Setting up estimates, construction time tables, and construction strategies
3. Obtain appropriate permits and licenses
4. Overseeing and directing construction project phases to completion
5. Reviewing the project in-depth to schedule deliverables and estimate costs

6. Select tools, materials and equipment and track inventory
7. Solicitation and selection of subcontractors
8. Coordinate and direct construction workers and subcontractors
9. Set appropriate project goals to make sure that work is done properly, on time, and within projected cost
10. Coordination between subcontractors, architects/engineers, and NPC
11. Prepare internal and external reports, both scheduled and requested, to architects and NPC
12. Ensure construction project complies with all building codes and regulatory requirements
13. When delays or problems occur, work with architects and NPC to make changes required to move the project past the issue
14. Attend weekly meetings with Agency, Architect, and others as necessary/required to discuss construction progress

Background

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

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

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

2.2 PERFORMANCE BOND

Awarded vendor will be required to obtain and submit proof of a performance bond.

2.3 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

IMPORTANT NOTE: Vendors SHALL organize the following evaluation criteria in their response as listed below with the headers listed.

A. Cover Letter

Cover letter including the name, physical address, email address, and phone number of the main point of contact.

B. Commercial and Personnel Experience

1. Provide number of years in business. Provide evidence from the State of Arkansas to conduct business including copies of licensing.
2. List the names of key personnel with information that demonstrates the key personnel members' ability and experience to perform pre-construction and construction services phases.

C. Pre-Construction Experience

1. Provide examples of three (3) public or private commercial landscape/site improvement Construction Manager At Risk or Design/Build projects including size and complexity that demonstrates your ability to perform pre-construction services. Include the dollar amount of projects and brief descriptions of those projects.
2. Provide a narrative describing your process and approach to review of drawings and specification for cost savings, constructability, and coordination.
3. Provide a narrative describing your cost estimating approach.
4. Provide a narrative describing your ability to work as a team with Architect and Agency.

D. Commercial Construction Experience

1. Provide examples of three (3) public or private commercial landscape/site improvement construction projects, and their size and complexity, that demonstrate your ability to perform construction. Include the dollar amount of projects and brief descriptions of those projects.
2. Provide initial contract time, notice to proceed date, substantial completion date, and final completion date for the three (3) project examples above in 3.1 (C) (1). Provide explanations for any delays associated with those.
3. Provide safety plan, a list of explanation of all OSHA citations issued over the last five (5) years, and workers' compensation modifier.
4. Describe your previous experience working with agencies of higher education and/or the State of Arkansas.

E. Claims History

1. Provide a list of all lawsuits or arbitrations with an owner over the past five (5) years, in which you were named as a plaintiff or defendant. Describe controversy and outcome even if not final. If no lawsuits or arbitrations, you must state so in response.
2. Provide a copy of all City Engineer's decisions rendered over the past five (5) years or, if none, a statement that no City Engineer's decisions have been rendered.
3. List any construction projects over the past five (5) years your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.
4. List any projects with State of Arkansas or agencies of higher education where you received an unsatisfactory rating on MWBE or Contract Compliance by the State of Arkansas.
5. List bond rating

3.2 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.**
- 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 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 of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
- The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Max Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
A. Cover Letter	5	4	40
B. Commercial and Personnel Experience			
1. Provide number of years in business. Provide evidence from the State of Arkansas to conduct business including copies of licensing.	5	6	60
2. List the names of key personnel with information that demonstrates the key personnel members' ability and experience to perform pre-construction and construction services phases.	5	6	60
C. Pre-Construction Experience			
1. Provide examples of three (3) public or private commercial landscape/site improvement Construction Manager At Risk or Design/Build projects including size and complexity that demonstrates your ability to perform pre-construction services. Include the dollar amount of projects and brief descriptions of those projects.	5	6	60
2. Provide a narrative describing your process and approach to review of drawings and specification for cost savings, constructability, and coordination.	5	6	60
3. Provide a narrative describing your cost estimating approach.	5	6	60
4. Provide a narrative describing your ability to work as a team with Architect and Agency.	5	6	60
D. Commercial Construction Experience			
1. Provide examples of three (3) public or private commercial landscape/site improvement construction projects, and their size and complexity, that demonstrate your ability to perform construction. Include the dollar amount of projects and brief descriptions of those projects.	5	6	60
2. Provide initial contract time, notice to proceed date, substantial completion date, and final completion date for the three (3) project examples above in 3.1 (C) (1). Provide explanations for any delays associated with those.	5	6	60
3. Provide safety plan, a list of explanation of all OSHA citations issued over the last five (5) years, and workers' compensation modifier.	5	6	60
4. Describe your previous experience working with agencies of higher education and/or the State of Arkansas.	5	6	60
E. Claims History			
1. Provide a list of all lawsuits or arbitrations with an owner over the past five (5) years, in which you were named as a plaintiff or	5	6	60

defendant. Describe controversy and outcome even if not final.			
2. Provide a copy of all City Engineer's decisions rendered over the past five (5) years or, if none, a statement that no City Engineer's decisions have been rendered.	5	6	60
3. List any construction projects over the past five (5) years your firm failed to complete because of financial reasons, labor disputes, failure of your employees to perform, or any other reason.	5	6	60
4. List any projects with State of Arkansas or agencies of higher education where you received an unsatisfactory rating on MWBE or Contract Compliance by the State of Arkansas.	5	6	60
5. List bond rating	5	6	60
Totals	80	100%	1,000

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

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 to determine the Total Score for the Response.

3.2 ORAL PRESENTATIONS

The top three scoring vendors for Technical Scores shall be selected to do oral presentations for the Agency's evaluation committee. Vendors that are not in the top three scores shall NOT be contacted.

A. Vendor presentations shall include, but are not limited to:

- 1. Corporate overview
- 2. Experience in similar projects
- 3. Implementation strategy for Pre-Construction Services
- 4. Methods used for budget tracking and cost savings analysis
- 5. Methods used for sub-contractor identification and the bidding process
- 6. Methods used to prevent problems and resolve any emerging ones.

B. Each of the top three (3) vendors shall have a specific time to do a presentation. A maximum of forty-five (45) minutes shall be allotted for each presentation.

- 1. 10 minutes maximum set-up time
- 2. 20 minutes maximum presentation time
- 3. 10 minutes for the evaluation committee members to ask questions to vendor
- 4. 5 minutes maximum tear-down time

C. A laptop, mouse, and large screen projection monitor shall be available to each vendor presenting. A vendor is not required to use provided equipment. Vendors may bring and use their own equipment. Regardless of equipment being used, vendors are still required to follow the maximum set-up and tear-

down timeframes. NPC is not responsible for functionality or compatibility of equipment at time of presentation.

D. Failure to comply within the limits of the timeframe given shall cost vendor presentation points.

E. Presentation Points Table

Presentation Topic	Max Possible Presentation Points	Weighted Percentage	* Maximum Weighted Score Possible
1. Corporate overview	5	10	50
2. Experience in similar projects	5	17	85
3. Implementation strategy for pre-construction services	5	17	85
4. Methods used for budget tracking and cost savings analysis	5	17	85
5. Methods used for sub-contractor identification and the bidding process	5	17	85
6. Methods used to prevent problems and resolve any emerging ones	5	17	85
7. Other Information	5	5	25
Total Possible Presentation Score	35	100	500

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

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

3.3 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

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

3.4 SOLICITATION SCHEDULE

The following schedule shall be used in this solicitation:

Event	Date
Release of RFQ	Wednesday, July 13, 2017
Clarification Submission Deadline	Monday, July 17, 2017
Clarification Response*	Wednesday, July 19, 2017
Proposal Submission Deadline	Monday, July 24, 2017
Bid Opening Date	Tuesday, July 25, 2017
Review of Submitted Bids*	July 25 – Aug 8, 2017
Top 3 Scorers Notified*	Tuesday, August 8, 2017
Presentation for Top 3 Scoring Vendors*	Friday, August 11, 2017
Anticipation to Award Posted*	Friday, August 11, 2017
ALC Review*	September 15, 2017
Contract Award*	September 20, 2017

*Dates are approximate

3.5 **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 RFQ. 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. All invoices **shall** be forwarded via email to:

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

4.2 **GENERAL INFORMATION**

- A. The State **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 State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

- G. The State **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 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.

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 State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

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

4.6 CONFIDENTIALITY

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

4.7 CONTRACT INTERPRETATION

Should the 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 State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the 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.



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit	
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> African American <input type="checkbox"/> American Indian	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran
	AR Minority Certification #:	_____	Service Disabled Veteran Certification #:	_____

VENDOR CONTACT INFORMATION		
<i>Provide contact information to be used for bid solicitation related matters.</i>		
Contact Person:		Title:
Phone:		Alternate Phone:
Email:		

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following **shall cause the vendor's response to be disqualified**:

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

Authorized Signature: _____ **Title:** _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____