



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

REQUEST FOR QUALIFICATIONS BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-19-0013	Solicitation Issued:	July 27, 2018
Description:	Postsecondary Educational Assistance		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission Deadline:	Aug 7, 2018, 4:30 pm CST	Bid Opening Date/Time:	Aug 8, 2018, 9:00 am, CST
<p>Proposals 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 proposals at the designated location on or before the bid opening date and time. Proposals 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 101 College Dr., Fisher Bldg, Ste 300 Hot Springs National Park, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Vendor's name and return address

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

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

National Park College ("NPC," "Agency") is seeking to contract with a postsecondary educational assistance vendor(s) ("Vendor") to provide multiple postsecondary educational services and assistance.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to **MULTIPLE** vendors.
- B. The term of an issued contract **shall** be for one (1) year. The anticipated starting date for the contract is **September 22, 2018**. 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

National Park College, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

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

National Park College
Fisher Building, 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 proposal or in subsequent correspondence, **shall** cause the vendor's proposal 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*. 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

Vendor shall submit one (1) digital copy on a thumb drive to the address listed in this solicitation.

A. Original Vendor Submission

1. Vendor bid submission **must** be submitted on or before the submission deadline date and time.
2. Vendor bid submission **must** include the following:
 - a. Original **signed** *Proposal Signature Page*. (See *Proposal Signature Page*.)

- b. Documents and/or information as expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original bid submission:
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional copies are NOT required for this solicitation.

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Proposal response.
- B. The original submission should be arranged in the following order.
 - *Proposal Signature Page*.
 - Main office and satellite locations
 - Number of years in business
 - Number of years of experience with higher education customers
 - Number of available personnel
 - List of three (3) higher education customers
 - Other services offered
 - E.O. 98-04 – *Contract Grant and Disclosure Form*
 - *Equal Opportunity Policy*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Signed Addenda, if applicable.

1.9 **PROPOSAL SIGNATURE PAGE**

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

1.10 **SUBCONTRACTORS**

Subcontractors are **NOT** allowed to perform work under the terms of this contract.

1.11 **PRICING**

Pricing shall not be evaluated at this time.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more vendors is not acceptable. Awarded vendor shall be considered prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency Buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by NPC.

- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The Agency **shall** have the right to award or not award a contract, if it is in the best interest of the Agency to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.14 **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 two (2) 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 Arkansas Office of State Procurement website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addenda up to bid opening.

1.15 **AWARD PROCESS**

A. Successful Vendor(s) Selection

Vendor selection shall be based on acceptable qualifications contained in vendor responses. Vendor(s) must be deemed responsible and responsive to be awarded. Vendors must agree to all terms and conditions listed within this solicitation. Failure to agree to all conditions or meet or exceed service requirements shall deem a vendor non-responsive.

B. Negotiations

1. If the Agency so chooses, it **shall** have the right to conduct negotiations with any or all vendor(s). All negotiations **shall** be conducted at the sole discretion of the Agency. The Agency **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract with a vendor, the Agency **shall** declare the vendor as non-responsive.

C. Anticipation to Award

Anticipation to Awards shall not be posted for this solicitation.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **may** be subject to the State of Arkansas approval processes, which may include Legislative review and approval.
2. The Agency Procurement Official will be responsible for award and administration of any resulting contract.

E. Work Guarantee

Submission of documents and selection as a vendor **does NOT guarantee** a minimum or maximum number of work hours.

1.16 MINORITY BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of the State of Arkansas who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - Woman Owned Business
 - 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 *Proposal Signature Page*.

1.17 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 to have an *EO Policy*, **must** submit a written statement to that effect.

1.18 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. 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/welcome>

1.19 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 or Arkansas or NPC may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.20 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 proposal to be disqualified.

1.21 RESERVATION

The Agency **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – SERVICE REQUIREMENTS**2.1 INTRODUCTION**

National Park College ("NPC," "Agency") is seeking to contract with a postsecondary educational assistance vendor(s) ("Vendor") to provide multiple postsecondary educational services and assistance.

2.2 LEGAL COMPLIANCE

Vendor(s) must comply with all applicable laws in performing services, in particular those related to higher education, including, but not limited to, the Federal Family Educational Rights and Privacy Act. Nothing in this agreement shall be construed to make the vendor a "debt collector" pursuant to The Fair Debt Collection Practices Act, 15 U.S.C. 1692 et. seq. The vendor may elect, at its option and agreement of NPC, to comply with The Fair Debt Collection Practices Act. Nothing in the contract shall be construed to make the vendor a third-party servicer; nevertheless, all applicable and valid provisions of 34 C.F.R. 668.25 et. seq. related to third-party servicing which apply to this contract shall be incorporated by reference into this agreement.

2.3 **DUTIES**

Vendor(s) must be able to complete all duties assigned. Duties to be completed under this contract will provide postsecondary educational services and assistance to National Park College. The following duties are general overviews. These duties include, but are not limited to:

- a. **Seasonal Inbound and Outbound Phone Assistance:** Vendor shall provide multiple staff members, as needed, to answer inbound phones on behalf of NPC's Enrollment Services division. For the purposes of this RFQ, Enrollment Services shall mean NPC's Office of Financial Aid, Office of Admissions, Office of Advising, and Office of the Registrar. Vendor shall create a uniform process in which to act as an extension of NPC when answering phone calls; and either provide general answers, take message, or provide warm transfers as needed to the appropriate NPC personnel. Vendor shall also create, with the assistance of NPC, an information knowledge-base and contact sheet to assist in answering general questions. Vendor must create a customer relationship management database (CRM) using data elements selected by NPC to gather incoming data and provide NPC with customized reports. Vendor shall conduct verbal surveys by asking callers to participate in a short survey. All responses to be recorded in the CRM for reporting. All reports to be kept and sent in a secure, digital manner via a process agreed to by both parties.
- b. **Applicant Data Retrieval:** Vendor shall create a uniformed process by which admission applicant data is transferred from the online admission application to the NPC's student information system. Vendor shall pull completed admission application(s) regularly and timely no later than twenty-four (24) hours (excluding weekends and holidays) from the time an application is entered. Vendor shall create an admission application log to monitor totals of completed applications. Vendor shall provide NPC with completed application totals upon request. Vendor shall and store, transmit and receive all data in a secure, digital manner via a process agreed to by both parties.
- c. **Communication Campaign(s):** Vendor shall perform outbound communication campaigns at the direction of NPC. Campaign methods may consist of either phone calls, text message or emails; or a combination of methods. A "campaign" shall mean one set of instructions provided by NPC to Vendor at one time designating those persons to be contacted, the methods by which they are to be contacted, and the duration of the time period during which contacts are to be made by Vendor. Contact shall be up to two (2) attempts per person designated, or one (1) successful contact per person. Each campaign shall have a duration period of no more than six (6) weeks. Communication Campaign details, duration periods, and other details may vary from campaign to campaign. Above numbers are for example. Vendor must create a customer relationship management database (CRM) using data elements selected by NPC to gather campaign data and provide NPC with customized reports upon request.
- d. **Verification Service:** Vendor shall review Institutional Student Information Reports (herein referenced as ISIR) and Student Financial Aid Verifications (herein referenced as Student Verifications), together with supporting data provided by NPC to Vendor. Vendor shall then review this documentation and determine whether it is in order and matches. Vendor will act as an agent of NPC when reviewing and updating Student Verifications and other data. Vendor shall only make the determination of whether the data contained in the Student Verifications and other data supplied by NPC is in order and matches, or not. Vendor shall in no way determine student eligibility. Vendor shall create a Student Verification Log to monitor totals of completed Student Verifications, and shall enter the completed Student Verification count into it in a timely manner. Vendor shall provide NPC with completed Student Verification totals at least monthly, or sooner upon NPC's request. Vendor shall pull the completed Student Verification, data provided by NPC, and ISIRs from Perceptive Software no later than forty-eight (48) hours (excluding from this compilation weekends, holidays, or official office closings) from the time the record is ready for review.
- e. **Gainful Employment Assistance:** Vendor shall assign staff to perform gainful Employment Requirement Assistance on behalf of the Office of Financial Aid at NPC. Vendor shall create a uniform process in which Vendor will act as an extension of the institution by (1) identifying the degree programs on NPC's admission applications, (2) adding and removing the Gainful Employment Requirement (GER) negative service indicators on student records, (3) disclosing and obtaining gainful Employment Information and electronic signatures to students, (4) and providing the obtained documentation back to the institution for their records. Vendor shall monitor daily the admission applications received to identify those students who have indicated plans to enroll in a gainful Employment eligible degree program. Vendor will create and maintain the list of students who have selected on of the Gainful

Employment programs and attempt (up to 3 contacts) to disclose and obtain the required Gainful Employment information by using three (3) methods of communication; RightSignature e-mail with required electronic signature response; phone call to request response to RightSignature e-mail; and text message requesting response to RightSignature response. Vendor will review the negative service indicators for each student before follow-up communication is sent to ensure follow-up communication is still needed. Vendor will remove the negative service indicator on the admission application for each student who returns the RightSignature with electronic signature back to Vendor. Vendor will scan, once a week, each RightSignature received to NPC's Office of Financial Aid for their records.

- f. Other Future Duties As Needed: Other duties or services may be created by NPC and negotiated with vendor as the need arises.

SECTION 3 – SUBMISSION DOCUMENTS

3.1 SUBMISSION DOCUMENTS

Vendor **shall** submit the following information on a separate sheet(s).

- A. Location of main office as well as any satellite locations used (if any). Location shall include street address, city, state, zip code and phone number.
- B. Number of years in business.
- C. Number of years of experience with higher education customers.
- D. Number of available personnel, in general, that would be able to perform the duties for NPC. By listing the number of personnel you have would show NPC that you have ample staff to perform the work. Personnel such as AP/AR, administration, etc. are not considered available personnel.
- E. List of three (3) higher education customers (or less if you don't have three) and a list of services performed for each.
- F. List of other services your company may offer.
- G. Signed Proposal Signature Page contained with this solicitation.

3.2 ADDITIONAL DOCUMENTS

Vendor **should** also submit the following information:

- o E.O. 98-04 – Contract Grant and Disclosure Form
- o Vendor Equal Opportunity Policy

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be emailed to:

accountspayable@np.edu

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The Agency **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 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 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 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 Agency **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 deinstallation.
 - 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 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 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 **PRICE ESCALATION**

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

4.7 **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 of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the Agency **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

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

4.9 **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.

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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 Agency **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.

- 10. 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.
- 11. 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 or service. Shipment or service 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.
- 12. 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.
- 13. 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.
- 14. CLAIMS:** Any claims the Vendor 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.
- 15. CANCELLATION:** In the event, the Agency 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 Agency **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 Agency. If the Agency 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 AGENCY'S OR STATE OF ARKANSAS' RIGHT TO SOVEREIGN IMMUNITY.**
- 16. 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.
- 17. 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.
- 18. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 19. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.



PROPOSAL SIGNATURE PAGE

NP-19-0013

Postsecondary Educational Assistance

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp		
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Service Disabled Veteran	
	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Pacific Islander American	<input type="checkbox"/> Women-Owned	
AR Certification #:	_____		* See <i>Minority and Women-Owned Business Policy</i>		
PROSPECTIVE CONTRACTOR CONTACT INFORMATION					
<i>Provide contact information to be used for bid solicitation related matters.</i>					
Contact Person:			Title:		
Phone:			Alternate Phone:		
Email:					
ILLEGAL IMMIGRANT CONFIRMATION					
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.					
ISRAEL BOYCOTT RESTRICTION CONFIRMATION					
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.					
<input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.					

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

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

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

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