



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-19-0025	Solicitation Issued:	April 11, 2019
Description:	Gymnasium Flooring Installation		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
Bid Submission Deadline:	April 22, 2019; 4:30 PM Central
Bid Opening Date:	April 23, 2019; 9:00 AM Central
<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 Fisher Bldg, Purchasing Dept. 101 College Dr. Hot Springs, 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 Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kurtis.markish@np.edu	Agency's Main Number:	501-760-4222

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

National Park College (herein known as “Agency”, “NPC” or “State”) hereby this Request for Proposal (RFP) to seek a contract with a vendor to install new hardwood flooring in the campus gymnasium and associated work per the specifications provided.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor. Award shall be considered all-or-none.
- B. The term of this contract **shall** start on day of award and be completed prior to start of the fall semester.

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, 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. NPC 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,” “contractor” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

All response documents **must** be submitted on or before the bid opening date and time. Documents as listed in Sections 1.8 and 2.9 shall be submitted electronically/digitally preferably on a flash drive. A CD will also be accepted.

DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

- A. Official Bid Price Sheet. (See *Pricing*.)

Vendor shall submit one (1) electronic/digital copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.

B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.

- *Proposal Signature Page*
- Required submission requirements as listed in Section 2.9
- Signed Addenda, if applicable
- E.O. 98-04 – *Contract Grant and Disclosure Form*
- *Equal Opportunity Policy* (optional)
- 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.
- Official Pricing Sheet (sealed separately)

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 Friday, April 16, 2019. 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 Agency. The Agency's consolidated written response is anticipated to be posted to the OSP website by the close of business on Monday, April 17, 2019.

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 **PROPOSAL SIGNATURE PAGE**

A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in this 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*.

1.11 **PRICING**

A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.

B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.

C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.

D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.

E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.

F. All proposal pricing **must** be in United States dollars and cents.

G. The Official Bid Price Sheet may be reproduced as needed.

H. This project is NOT exempt from payment of Arkansas sales tax.

1.12 PRIME CONTRACTOR RESPONSIBILITY

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

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 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. 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.
- G. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- H. Qualifications and proposed services and materials **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

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

1.16 AWARD PROCESS**A. Successful Vendor Selection**

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of NPC. NPC **shall** solely determine the items to be negotiated.

2. If negotiations fail to result in a contract, 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 Arkansas Office of State Procurement website at **http://www.arkansas.gov/dfa/procurement/pro_intent.php**.
2. The anticipated award will be posted for a period of seven (7) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the seven (7) day 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 Agency to do so.***
4. It is the vendor's responsibility to check the Agency website for the posting of an anticipated award.

D. Issuance of Contract

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

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 *Proposal 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* shall be requested from awarded vendor.

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

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/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". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.21 PUBLICITY

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

1.22 RESERVATION

NPC and the State of Arkansas **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – MINIMUM REQUIREMENTS AND SPECS

2.1 INTRODUCTION

National Park College (herein known as "Agency", "NPC" or "State") hereby issue this Request for Proposal (RFP) to seek a contract with a vendor to install new hardwood flooring in the campus gymnasium and associated work per the specifications provided.

The work under these specifications shall include all labor, material, equipment, and services, necessary and incidental to provide a new Gym floor system over existing flooring. Transitions and thresholds to doors and exits and ramps shall meet ADA Code.

Vendor shall be responsible for the unloading, assembling and setting-in-place of all flooring, volleyball inserts, painting, staining, clean-up and removal of all debris.

Selected vendor shall be responsible for painting/staining the main court in accordance with NCAA regulations. (See Attachment A)

New flooring shall meet MFMA standards or approved equal with appropriate poly vapor barrier, plywood, sport pads, etc. New floor to be sanded to a smooth finish, at least two (2) coats of polyurethane sealer, and painted for one main basketball and one main volleyball court. Flooring shall be finished with at least two (2) coats of polyurethane finish applied. Must include thresholds at doors.

Vendor shall provide and install new NCAA volleyball standard floor inserts. Volleyball court shall be centered on basketball court per NCAA regulations.

The National Park College color logo shall be placed in the center circle of the basketball court. The sponsorship color logo shall be placed in two locations along the bleachers side of the basketball court.

Two practice courts shall run perpendicular to main court centered on existing practice goals using one (1) inch wide dark gray. Practice courts do not meet NCAA regulations.

2.2 SITE VISIT

It is not required that vendors visit the site, however, vendor shall be responsible for verifying all gymnasium dimensions, NCAA regulations, and ADA regulations prior to beginning construction. NPC has included room dimensions and layout in Attachment A in this solicitation document.

Vendors that wish to visit the site prior to sending in a bid, please contact the buyer listed on page one (1) of this solicitation document.

2.3 PERFORMANCE BOND

Prior to beginning work, selected vendor shall be required to furnish a labor and materials payment and performance bond in the amount of one hundred percent (100%) of the contract amount. The performance bond shall guarantee the satisfactory completion of the project, and that the vendor will make good any faults or defects in their work which may develop during the period of guarantee as a result of improper or defective workmanship, material or apparatus. NPC shall have the right to demand proof that parties signing the bonds are duly authorized to do so.

Every such bond shall have a power of attorney attached thereto, authorizing NPC to enter judgment thereon in any court in the United States of America.

2.4 SUBSTITUTIONS

- A. The bid shall be based on using the materials or products as specified and provided. Where several materials are specified by name for one use, any of those so specified may be supplied.
- B. Whenever specified products or class of materials is specified exclusively by trade name, by manufacturer's name or by catalog reference, only such items shall be used, unless NPC's written approval for substitution is secured in accordance with the conditions of the contract.

2.5 CONTRACT TIME / COMPLETION DATE

Project needs to be completed by June 15, 2019 (preferred). If preferred date is not feasible, an alternate date of August 1, 2019, may be used with NPC agreement.

- A. Vendors shall submit a proposed work schedule in writing with their bids. A final work schedule shall be submitted by the selected vendor at the time of contract execution and performance bond receipt.

2.6 QUALITY

Work and materials shall be of high quality. The inspection of the Work shall not relieve the Contractor of any of the obligations to perform and complete the Work as required by the Contract. Defective work shall be corrected and unsuitable materials, paint and other items shall be replaced by the Contractor, notwithstanding that such work, materials, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective or of poor quality at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect or quality issue in a manner satisfactory to NPC; if any material, equipment, apparatus or other items brought upon the site for use or incorporation in the work, or selected for the same, is condemned by NPC as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall, at his own cost and expense, make good and replace the same and any material furnished by NPC which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

2.7 WARRANTY

Work and materials shall be of high quality. The selected vendor shall warrant that materials are free from manufacturing defects for a period of at least 18 months from acceptance of completed work. The selected vendor shall also warranty workmanship for a period of at least 18 months from acceptance. Selected vendor shall submit guarantee/warranty documentation with bid submission.

2.8 EMPLOYEE CONDUCT

Selected vendor's employees shall be expected to conduct themselves professionally and appropriately and follow NPC's code of conduct while on NPC property.

2.9 SUBMISSION REQUIREMENTS

Vendor shall be required to submit the following documentation for evaluation:

- Experience in installing Gymnasium Flooring – Vendor shall submit up to three (3) previous customers of which similar gymnasium flooring replacement, including painting/staining, was completed.
- Flooring Material Type – Material the flooring shall be made of. This shall include a breakdown of any subflooring materials that shall be used.
- Threshold Material Type – Material the thresholds shall be composed of for doorways.
- Proof of Liability – Proof of liability insurance.
- Estimated Work Schedule (Final work schedule must be submitted by selected vendor prior to work start).
- Warranty/Guarantee – A statement of warranty/guarantee on material and workmanship including painting/staining. Statement must include a timeframe(s).
- Official Pricing Sheet (Sealed Separately)

2.10 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. NPC may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. NPC **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. NPC **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, NPC **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 TECHNICAL PROPOSAL SCORE

- A. NPC will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low

1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement, either because it was left blank or because the proposal is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Max Weighted Score Possible
Experience in similar type jobs	5	35	210
Materials Used			
• Flooring Material Type	5	15	90
• Threshold Material Type	5	15	90
Proof of Liability	5	5	30
Estimated Work Schedule	5	15	90
Warranty/Guarantee	5	15	90
Total Technical Score		100%	600

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

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

$$(A/B) \times C = D$$

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

E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest Total Cost as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = Maximum Points for Lowest Total Cost

D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	600
Cost	400
Maximum Possible Grand Total Score	1,000

3.4 SOLICITATION SCHEDULE

The following schedule shall be used in this solicitation

Event	Date
Release of RFP	Wednesday, April 10, 2019
Clarification Submission Deadline	Friday, April 16, 2019
Clarification Response*	Monday, April 17, 2019
Proposal Submission Deadline	Monday, April 22, 2019
Bid Opening Date	Tuesday, April 23, 2019
Review of Submitted Bids*	Friday, April 26, 2019
Anticipation to Award Posted*	Monday, April 29, 2019
ALC Review*	TBD
Contract Award*	TBD

*Dates are approximate.

3.5 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 *Technical Proposal Packet* **shall** signify the vendor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

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 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 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 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.
- A. 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 NPC **shall** be limited to the value of the Contract plus \$1,000 per day delay. 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 of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **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 State 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 NPC no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, NPC **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

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 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. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all

conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.

10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Agency and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated

thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.



OFFICIAL PRICING SHEET

NP-19-0025

All pricing submissions should be listed on the Official Pricing Sheet and include ALL associated costs, including but not limited to delivery, freight, travel expenses, reimbursables, etc., for the goods and services being bid. NPC shall not be liable for any costs incurred by the vendor that are not listed on the Official Price Sheet. Vendor may submit multiple pricing schemas depending on variances in proposals submitted. A separate sheet may be attached if needed.

Final negotiations with selected vendor due to specification changes may effect final agreed upon pricing.

Job	Details	Cost
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Flooring:

Materials:		
Volleyball Floor Inserts:		
Installation/Labor:		
Taxes:		
Delivery/Shipping:		
Other:		
TOTAL COST:		

Painting/Staining – Basic

Materials:		
Labor:		
Other:		
TOTAL COST:		

Painting/Staining – Alternate 1

Materials:		
Labor:		
Other:		
TOTAL COST:		

Painting/Staining – Alternate 2

Materials:		
Labor:		
Other:		
TOTAL COST:		



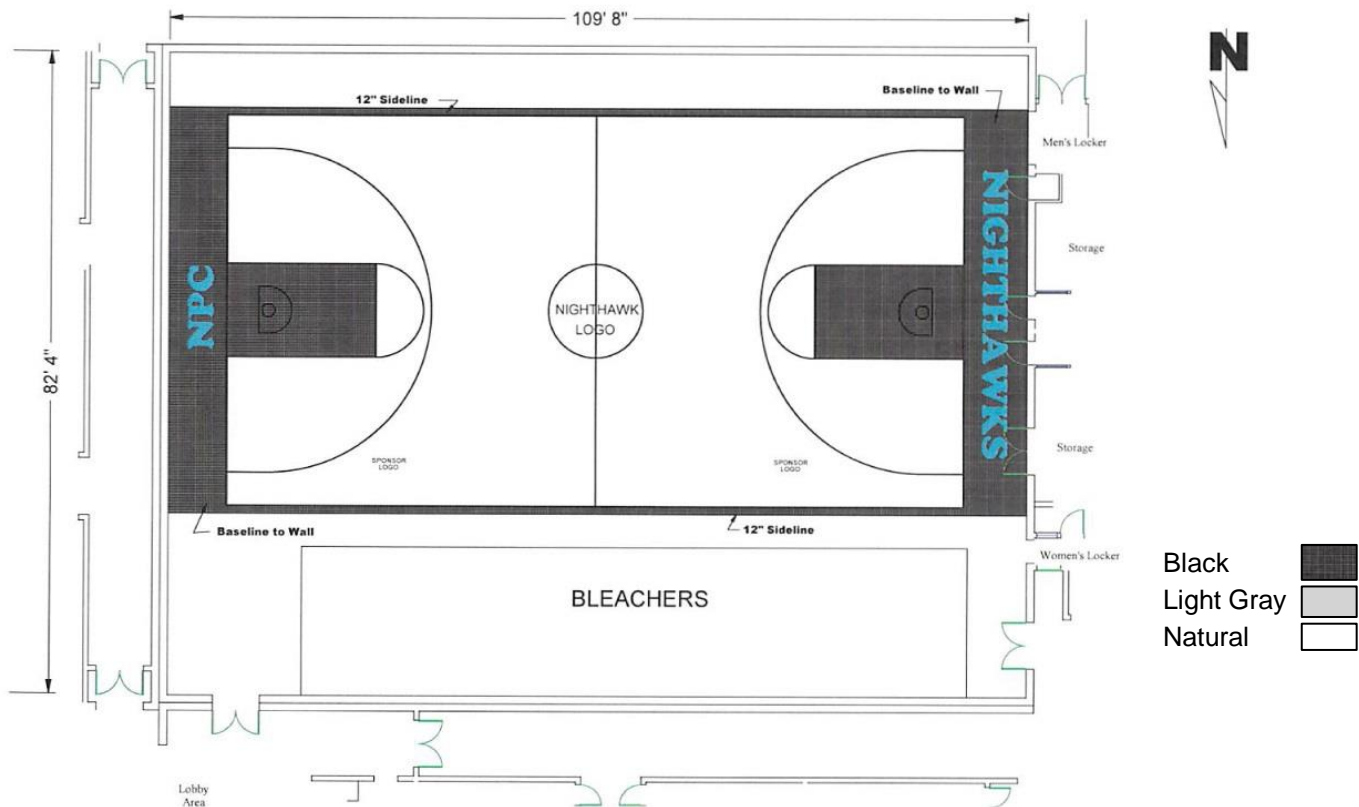
ATTACHMENT A

NP-19-0025

NOTE:

- Design layouts below are for EXAMPLE ONLY. Discussion and negotiations shall be conducted with selected vendor. Final design selected may vary including stained/painted court areas, sideline widths, etc.
- Main court painted/stained dimensions shall be in accordance with NCAA regulations.
- Volleyball court shall be centered on basketball court per NCAA regulations.
- Two practice courts (not shown) to run perpendicular to main court centered on existing practice goals. Practice courts do not meet NCAA regulations. 1-inch wide dark gray.

BASIC



The floor plan illustrates the layout of the Nighthawk Arena. The basketball court is the central feature, with the 'NIGHTHAWK LOGO' in the center. The court is flanked by two large circular areas, each containing a smaller circular logo. The left side of the court is labeled 'NPC' and the right side 'NIGHTHAWKS'. The court is bordered by a '12" Sideline' and a 'Baseline to Wall'. Below the court is a large rectangular area labeled 'BLEACHERS'. To the right of the court, there are 'Men's Locker', 'Storage', and 'Women's Locker' areas. A 'Lobby Area' is located at the bottom left of the plan.

The floor plan shows a rectangular gymnasium. At the top is a basketball court with a grey floor. The court has a central circle with the text "NIGHTHAWK GRAPHIC". On the left and right sides of the court are three-point arcs and key areas. The left side is labeled "NPC" and the right side is labeled "NIGHTHAWKS". The court is bounded by a "12' Sideline" on the top and bottom. The top and bottom walls are labeled "Baseline to Wall". To the right of the court are several rooms: "Men's Locker", "Storage", "Storage", and "Women's Locker". Below the court is a large rectangular area labeled "BLEACHERS".



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				
Provide contact information to be used for bid solicitation related matters.				
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 shall not boycott Israel.				

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

Printed/Typed Name: _____ Date: _____