



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-19-0026	Solicitation Issued:	May 10, 2019
Description:	Telescoping Gymnasium Bleachers		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
Bid Submission Deadline:	May 29 2019; 4:30 p.m. Central Time
Bid Opening Date:	May 30, 2019; 9:00 a.m. Central Time
<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, Ste 300 101 College Dr. Hot Springs National Park, AR 71913-9173</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark 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• Prospective Contractor's name and return address

AGENCY BUYER CONTACT INFORMATION			
Agency Buyer:	Kurt Markish	Buyer's Direct Phone Number:	501-760-4351
Email Address:	kmarkish@np.edu	Agency's Main Number:	501-760-4222

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Request for Proposal (RFP) is issued by National Park College (“NPC,” “Agency”) to obtain a contract for the purchase and installation of Telescoping Gymnasium Bleachers.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, NPC intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is upon award, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months.
- C. Any resulting contract shall be deemed firm.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Proposals will be opened at the following location:

National Park College
Purchasing Department
Fisher Building, Room 313C
101 College Dr.
Hot Springs National Park, AR 71913

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor’s proposal may be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The NPC Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. “Prospective Contractor” means a person who submits a proposal in response to this solicitation.
- D. “Contractor” and “Vendor” means a person who sells or contracts to sell commodities and/or services.
- E. The terms “Request for Proposal”, “RFP,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “Proposal Submission Requirement” means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.

- I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. “OSP” means the Arkansas Office of State Procurement.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Technical Proposal Packet. Responses documents shall be placed on a flash drive (preferred). A CD will also be acceptable. Email and fax submissions **shall not** be accepted.
 - a. Original signed and scanned *Bid Signature Page*.
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included with this solicitation.
 - ii. Prospective Contractor’s signature signifies agreement to and compliance with all Requirements in this RFP, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* may cause the Prospective Contractor’s bid to be disqualified.
 - iii. Bid response **must** be in the English language.
 - b. One (1) electronic copy of submission requirements. (Section 2.10)
 - c. One (1) electronic copy of submitted pricing. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be included with technical proposal packet:
 - a. Completed and signed EO 98-04 Disclosure Form.
 - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information, unless information is used to clarify or detail items contained within the Technical Proposal Packet.
4. If NPC requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors 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*.
 - Signed Addenda, if applicable.
 - Technical Proposal response to the *Information for Evaluation* section
- C. Pricing shall be separate file on flash drive (or CD).

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before May 15, 2019, to the NPC buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.

2. Prospective Contractors' written questions will be consolidated and responded to by the State. NPC's consolidated written response is anticipated to be posted to the OSP website by the close of business on May 16, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, NPC may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the NPC buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the NPC buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by NPC will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by NPC.
- E. Prospective Contractors entering into a contract with NPC **shall** comply with all the terms and conditions contained herein.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this *Bid Solicitation* may cause the Prospective Contractor's proposal to be disqualified.

1.11 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing with their submission. All costs must be included with price submission. If any cost is not included by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. To allow time to evaluate proposals, prices **must** be valid for 90 days following the bid opening.
- C. Pricing **should** be a separate file from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual proposed pricing.

1.12 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.13 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Prospective Contractor 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 warrants consideration of this proposal by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the NPC buyer.

- B. Do not alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. NPC has the right to award or not award a contract, if it is in the best interest of NPC or the State to do so.
- E. As requested, provide clarification regarding Prospective Contractor's proposal response to NPC.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple proposals.

1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by NPC will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP 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 Contractor Selection

The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. NPC may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If NPC so chooses, negotiations may be conducted with the highest ranking Prospective Contractor(s). Negotiations are conducted at the sole discretion of NPC.
2. If negotiations fail to result in a contract, NPC may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time NPC decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award shall be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award shall be posted for a period of up to fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the posting period.
3. NPC may waive the policy of Anticipation to Award when it is in the best interest of NPC or the State.
4. It is the Prospective Contractor's responsibility to check the OSP 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.
2. NPC shall be responsible for the solicitation and award of any resulting contract.

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, NPC is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included the solicitation response.
- C. The submission of an *EO Policy* to NPC is a one-time Requirement. Contractors 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. Prospective Contractors 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, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, 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.

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

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

1.22 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be disqualified.

1.23 RESERVATION

The State and NPC shall not pay costs incurred in the preparation and/or submission of a proposal.

SECTION 2 – SPECIFICATIONS & SCOPE

2.1 INTRODUCTION

This Request for Proposal (RFP) is issued by National Park College ("NPC," "Agency") to obtain a contract for the purchase and installation of Telescoping Gymnasium Bleachers ("Bleachers") 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 new telescoping gymnasium bleachers. Bleachers shall include end drapes/curtains printed with school/team logo.

Telescoping Gymnasium Bleachers are operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use and close with vertical faces of upper skirts on the same vertical plane.

Telescoping stands, recessed with all applicable recovery tracks; powered. To maximize seating, permanent wheelchair cut-outs are not permitted on this project.

Work includes all electrical supply and final connections with work performed by a licensed contractor.

Project completion is preferred by August 26, or alternate completion date of September 30.

2.2 SITE VISIT

NPC has provided approximate dimensions/layout of gymnasium in this solicitation document (Attachment A). It is not required that vendors visit the site, however, vendor shall be responsible for verifying all gymnasium dimensions as well as be responsible to verify actual locations of walls, columns, and other construction that will interface with telescoping stands by field measurements before fabrication and indicate measurements on Shop Drawings prior to work commencing.

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 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.

2.5 WARRANTY

The selected vendor shall warrant that materials are free from manufacturing defects. The selected vendor shall also warranty workmanship. Selected vendor shall submit guarantee/warranty documentation with bid submission including the number of months/years the workmanship and materials are warranted for. Warranty shall also include manufacturer's standard form in which manufacturer agrees to repair or replace components that fail in materials or workmanship within specified warranty period. Warranty period shall start from the date of substantial completion. A **minimum** of 12 month warranty shall be accepted.

2.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer's Engineering Responsibility: Preparation of data for telescoping stands, including Shop Drawings, and comprehensive engineering analysis by a qualified professional engineer licensed in the US state of manufacture. Drawings must be submitted with a professional engineer seal from an engineer licensed in the state of Manufacture.
- C. Safety Standard: Provide telescoping stands that comply with requirements in ICC 300 and the applicable requirements of the current applicable Arkansas State Building Code.
- D. Welding: Qualify procedures and personnel according to AWS D1.1 "Structural Welding Code - Steel" and AWS D1.3 "Structural Welding Code - Sheet Steel."
- E. Electrical Components, Devices, and Accessories: Entire system shall be UL Listed (motors, circuit protection, motor controls, user interface, enclosures, conductors and connectors all evaluated and approved for correct sizing and compatibility under maximum rated load on the motors) under UL Product Category FHJU, titled Electrical Drive and Controls for Folding and Telescopic Seating.
- F. Accessibility Requirements: Provide telescoping stands that comply with requirements in the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), and the Accessibility Guidelines for Buildings and Facilities (ADAAG)".
- G. Service Requirement: The bleacher contractor must be able to show proof of factory certified technicians.
- H. Selected vendor shall be required, upon NPC request, to submit documentation demonstrating compliance with the performance requirements of the contract prior to award.

2.7 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.

2.8 TELESCOPING STANDS

- A. Description: Operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack for storing or moving. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use and close with vertical faces of upper skirts on the same vertical plane.
- B. Recessed/Recovering Telescoping Stands:
 - 1. Operation: Automatic
 - a. Motor: Vendor shall provide information on motor horsepower, voltage, phase, and service factor.
 - b. Controls: Vendor shall provide information on controls.
 - 2. Safety Accessories: Provide the following safety features:
 - a. Coin round or roll all edges of exposed metal on top and underneath bleacher to eliminate sharp edges.

- b. Provide polymer end cap on nose metal at bank ends and on the back of deck supports on the 1st 7 rows to prevent spectator injury.
 - c. On 1st row, provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath the first row.
 - d. Provide metal covers over motor chains and wheels to protect chains from debris and provide a safety switch that if cover is removed the power system will not work. Powered frames without a metal protective housing, covering drive chain and drive wheels are not permitted under this section.
- C. Row Spacing: Adjustable row spacing (estimate: between 22 inches and 26 inches).
- D. Row Rise: Adjust row height to obtain maximum seating.
- E. Bench Seats and Skirts:
 - 1. Material: Textured-molded polyethylene plastic with contour seat. Avoid the use of exposed metal parts and support brackets.
 - 2. Bench Height: Adjust bench height to obtain maximum seating.
 - 3. Bench Depth: Not less than 10 inches.
 - 4. Color(s): As selected by NPC from manufacturer's full range of standard colors.
- F. Seat Backs: (optional addition)
 - 1. Center section of bleachers shall contain seat backs. Backs shall be molded polyethylene plastic.
 - 2. Backs shall fold down and retract with section.
 - 3. Color(s): As selected by NPC from manufacturer's full range of standard colors.
- G. Sections: Bleachers shall be sections into 3 or 4 sections, each with the ability to be telescoped individually.
- H. Wheelchair-Accessible Seating: Provide manually operated retractable/recoverable first tier units (no larger than 7 seats in length) designed to be utilized without the use of front rails. Permanent cut-outs resulting in loss of seating are not permitted.
- I. Decking shall be fabricated metal sheeting preferable.
- J. Risers: Steel sheet with manufacturer's standard rust-inhibiting coating or hot-dip galvanized finish.
- I. Rails: Structural steel, finished with manufacturer's standard powder coat system.
 - 1. Color: As selected by NPC from manufacturer's standard colors. (State minimum number of colors available)
- J. Understructure: Structural steel designed to support loads described in this Section.
 - 1. Finish: Manufacturer's standard rust-inhibiting powder coat finish
 - 2. Color: Manufacturer's standard.
- K. Support Column Wheels: Non-marring, soft, rubber-face wheel assembly under each support column.
 - 1. Include wheels of size, number, and design required to support stands and operate smoothly without damaging the flooring surface.
 - a. Bidders are cautioned that Bleachers will operate on an athletic floor. Provide structural analysis showing maximum bleacher force (psi). A MAXIMUM pressure rating of PSI shall be 400 lbs. Additionally the area load for the system is 500 lb/sf.
- L. Fasteners: Vibration proof structural anchor bolts in manufacturer's standard size and material. Use of self-tapping fasteners is not acceptable.
- M. Accessories: As indicated below.
 - 1. Slip-resistant, abrasive tread nosing at vertical aisles.
 - 2. Intermediate aisle steps, fully enclosed, at each vertical aisle.
 - 3. Removable front steps, fully enclosed, at each vertical aisle, that engage with front row to prevent accidental separation or movement and are equipped with a minimum of four skid-resistant feet.

4. Intermediate-aisle handrails located at centerline of each vertical aisle with seating on both sides. Handrails shall rotate within supporting socket for storage and shall be removable as required to store within recess
5. End rails (guards) that are telescoping and self-storing. End rails shall be removable as required to store within recess.

2.9 **FABRICATION**

- A. Fabricate understructure from structural steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.
- E. Seating Supports: Fabricate supports to withstand, without damage to components, the forces imposed by use of stands without failure or other conditions that might impair the usefulness of seating units. Cantilever bench seat supports to produce toe space uninterrupted by vertical bracing.

2.10 **SUBMISSION REQUIREMENTS:**

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

- A. Product Data – Include bleacher style, construction details, motor type and motor controls, material descriptions, dimensions of individual components and profiles, bleacher design live load criteria, wheel sizes and types, and finishes for telescoping stands.
- B. Warranty – Vendor shall include any and all Warranties, coverage of such warranties, and the number of months/years warranty active.
- C. Shop Drawings – Include plans, elevations, sections, details, and attachments to other work.
 1. For telescoping stands, include structural analysis data signed and sealed by a professional engineer, licensed in a US State of Manufacture, responsible for their preparation.
 2. For telescoping stands, include structural analysis that **maximum** bleacher force on the floor shall be a pressure rating of **less** than 400 lbs. Additionally, the area load for the system is 500 lb/sf
 3. Include wiring diagrams for electrically operated units.
 4. Project List: Five (5) seating projects of similar size, complexity and in-service for at least five (5) years. Include name and address of facilities; contact person; current telephone number; date of installation and name of certified installer.
 5. Deviations: List of pre-approved deviations from these project specifications, if any. Owner has right to accept or deny any and all deviations. Deviations, even if listed and/or approved shall remain a basis for rejection of a bid. Owner shall have the right to accept or reject all bids.
- D. Estimated Time Schedule – Provide estimated time schedule for installation.
- E. Service Requirements – List any typical service requirements for proposed telescoping model. Also list service contact information NPC would use in case the need for service arises including hours of operation.
- F. Installer Qualifications – Provide proof of manufacturer's certified installer qualification.
- G. Proof of Liability – Provide proof of liability.

2.11 **VENDOR EXPECTATIONS**

Selected Vendor shall:

- A. Prepare all drawings and submittals per attached specifications.
- B. Provide all engineering services as required by specifications. Vendor shall have a licensed Professional Engineer will review, seal and sign all submittal drawings.

- C. Fully protect the gym floor and other areas of NPC building, site and campus while delivering, unloading/loading, installation, etc. Vendor shall be responsible for any damage caused by the vendor while performing the work related to the contract.
- D. Price submission shall include all materials, freight, installation, engineering costs, protection of owner's facility, cost associated with specified training of school personnel, and all other costs related to the purchase and installation of the bleachers.

2.12 PERFORMANCE REQUIREMENTS

- A. Bleachers shall mainly be composed of HDP and Steel. High-density polyethylene – molded, color-pigmented, textured, impact-resistant, structural formulation. Final color selection(s) to be negotiated with selected vendor. (State minimum number of colors available)
- B. Bleachers shall include two (2) end drapes/curtains for the ends of the bleachers. Drapes shall be removable. Draperies shall be printed with school/team logo.
- C. Bleachers seating assembly; designed to support and resist, in addition to own weight, ample forces and vendor's supply design load criteria (live load, horizontal projection, parallel sway)
- D. Center section of bleachers shall contain seat backs.
- E. Hand Railings, Posts and Supports shall support vendor specified loads. Minimum loads:
 - 1. Uniform load of 50 lbf/ft. applied in any direction at the top and to transfer this load through the supports to the structure.
 - 2. Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
 - 3. Uniform and concentrated loads need not be assumed to act concurrently.
- F. Guard Rails, Posts and Supports (minimums):
 - 1. Uniform load of 50 lbf/ft. applied in any direction at the top and to transfer this load through the supports to the structure.
 - 2. Single concentrated load of 200 lbf applied in any direction at any point along the top and be capable of transferring this load to the structure.
 - 3. Uniform and concentrated loads need not be assumed to act concurrently.
- G. Infill of Guard Rails (minimums):
 - 1. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
 - 2. Infill load and other loads need not be assumed to act concurrently.
- H. Posts and Supports – Engineered to withstand the following forces (minimums):
 - 1. Concentrated load of 200 lbs. applied at any point and in any direction along top rail.
 - 2. Uniform load of 50 lbs. per foot applied horizontally at top rail and a simultaneous uniform load of 100 lbs. per foot applied vertically downward.
- I. Member Size and Connections – Design criteria of the following shall be the basis for calculation of member sizes and connections:
 - 1. AISC – Manual for Steel Construction
 - 2. AISI – Specification for Design of Cold Formed Steel and Structural Members.
 - 3. AA – Specification for Aluminum Structures
- J. NPC has the right to modify, add, or delete Performance Standards throughout the term of the contract, should NPC 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 Contractor so as to establish standards that are reasonably achievable.
- K. All changes made to the Performance Standards will become an official part of the contract.
- L. Performance Standards will continue throughout the aggregate term of the contract.
- M. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

- N. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- O. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

2.13 **EXAMINATION**

Selected vendor shall examine areas where telescoping stands are to be installed, with installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.

2.14 **INSTALLATION**

Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

2.15 **ADJUSTING AND CLEANING**

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed and semi-exposed surfaces. Touch up shop-applied finished or replace components as required to restore damaged or soiled areas.

2.16 **TRAINING**

- A. Arrange training date/time with NPC.
- B. Engage a factory-authorized service representative to train NPC's maintenance personnel to adjust, operate, and maintain telescoping stands.
- C. Provide detailed operation and maintenance manual in hardcopy and digital format to NPC.

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 disqualified 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*.
- 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	* Maximum Weighted Score Possible
A. Product Data	5	15	105
B. Warranty	5	20	140
C. Shop Drawings	5	20	140
D. Estimated Time Schedule	5	20	140
F. Service Requirements	5	10	70
G. Installer Qualifications	5	10	70
H. Proof of Liability	5	5	35
Total Technical Score:		100%	700

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

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

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

A = Actual Raw Points received for sub-section in evaluation

B = Maximum Raw Points possible for sub-section

C = Maximum Weighted Score possible for sub-section

D = Weighted Score received for sub-section

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

3.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest cost as shown in Table One (1).
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

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

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 proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor. (See *Award Process*.)

Table 1

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1000

3.2 **SOLICITATION SCHEDULE**

The following schedule shall be used in this solicitation

Event	Date
Release of RFP	Thursday, May 10, 2019
Clarification Submission Deadline	Wednesday, May 15, 2019
Clarification Response*	Thursday, May 16, 2019
Proposal Submission Deadline	Wednesday, May 29, 2019
Bid Opening Date	Thursday, May 30, 2019
Review of Submitted Bids*	Wednesday, June 5, 2019
Anticipation to Award Posted*	Thursday, June 6, 2019

*Dates are approximate.

3.4 **PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL ITEMS

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

accounts payable@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. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor 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 Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

4.2 GENERAL INFORMATION

A. NPC will not:

1. 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 State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. In a contract with another party, NPC will accept the risk of loss of the equipment and pay for any destruction, loss, or damage of the equipment while NPC has such risk, when:

1. The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
2. The contract has required NPC to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. 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. 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 Contractor.

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 Contractor-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 Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract. The foregoing limitation of liability will 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 Contractor; 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 Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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 Contractor; 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 **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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 Contractor, Contractor's subsidiaries, and Contractor's employees will 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 has 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 Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

4.8 CANCELLATION

- A. For Cause. NPC may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, NPC will advise the Contractor in writing of the reasons why NPC is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. NPC may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** 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 Office of State Procurement 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. Contractor **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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors 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 Contractor 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 Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor'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 Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor'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 Contractor.
10. **AMENDMENTS:** Contractor'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 Contractor. 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 Contractor.
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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **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 Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. 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 Office of State Procurement 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 Office of State Procurement 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 Contractors 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 or by OSP. Contractor **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 Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

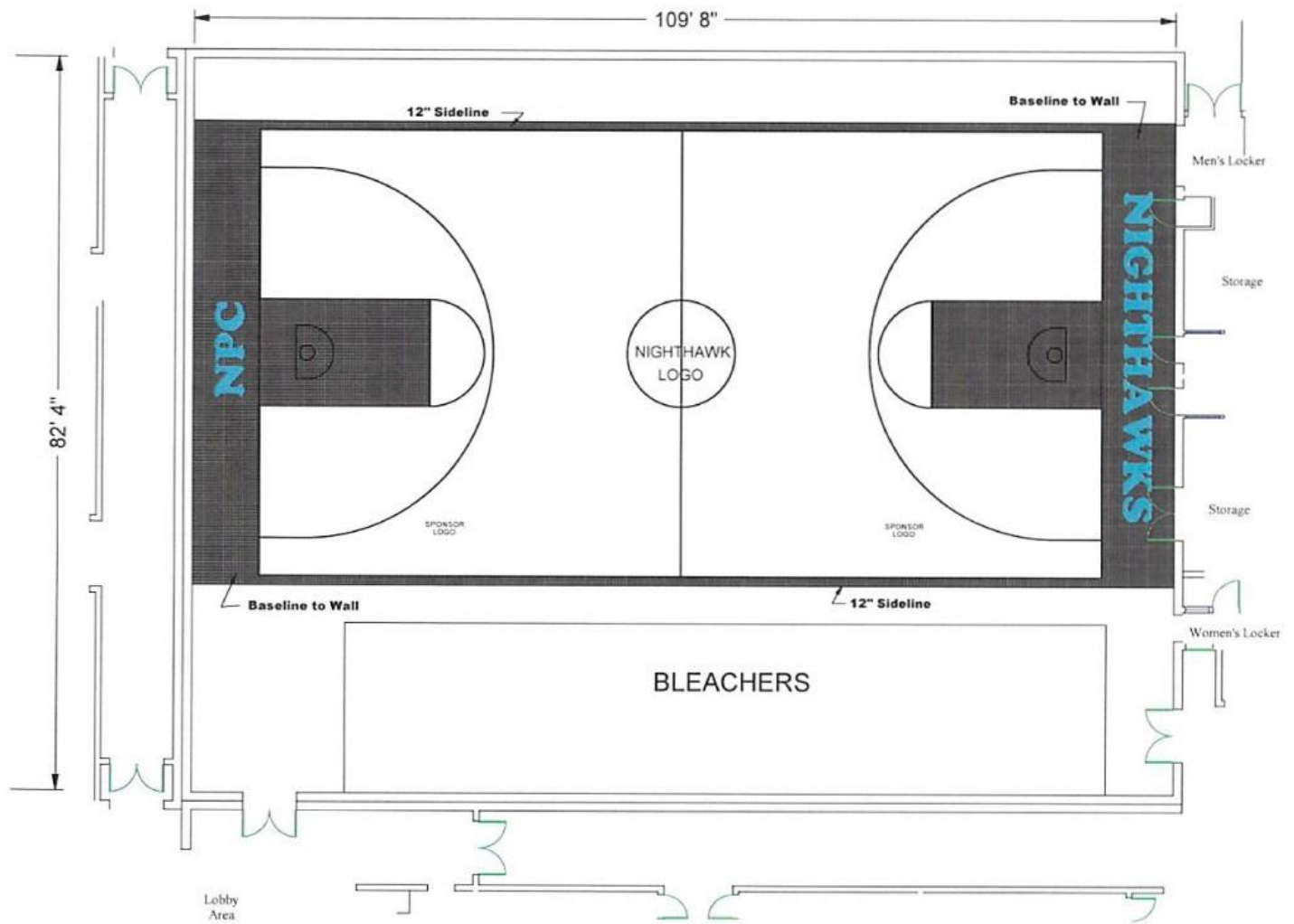
Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission 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 Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor 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.



ATTACHMENT A

NP-19-0025





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

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

Printed/Typed Name: _____ Date: _____