



HENDERSON

STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	20-05A	Solicitation Issued:	November 22, 2019
Description:	Financial Aid Consultant		
SUBMISSION DEADLINE FOR RESPONSE			
Proposal Opening Date:	January 7, 2020	Proposal Opening Time:	10:00 a.m., Central Time
<p>Deliver proposal submissions for this Request for Proposal to Henderson State University – Purchasing (HSU-Purchasing) on or before the designated proposal opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and will not advance for evaluation. It is not necessary to return "no bids" to HSU-Purchasing.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Henderson State University - Purchasing 1100 Henderson Street, HSU 7894 Womack Hall, Room 314 Arkadelphia, AR 71999-0001</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to HSU's street address on a schedule determined by each individual provider. These providers will deliver to HSU-Purchasing 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 proposal identification purposes.</p> <ul style="list-style-type: none">• Solicitation number• Date and time of proposal opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
HSU - Purchasing	Tim Jones	Phone Number:	870-230-5117
Email Address:	jonest@hsu.edu	HSU Website:	http://www.hsu.edu

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

Henderson State University – Purchasing issues this Request for Proposal (RFP) to obtain proposals and a contract for Financial Aid Consultant Services for student and possibly non-student accounts receivables in compliance with the due diligence requirements.

It is Henderson State University's intent to solicit and evaluate proposals that are to provide assistance in all aspects of student financial aid administration for the University. HSU reserves the right to make a single or multiple awards to multiple vendors whose proposals, conforming to the RFP, will be the most advantageous to the university, all factors considered.

Henderson State University, an agency of the State of Arkansas, is located in Arkadelphia, Arkansas, which is in the South Western region of the state. HSU is a state/public university established in 1890 with baccalaureate and graduate level curriculums. The enrollment is approximately 3,500 students. www.hsu.edu.

1.2 TYPE OF CONTRACT

- As a result of this RFP, HSU will most likely award a contract to single Contractors.
- The anticipated starting date for any resulting contract will be early 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by HSU-Purchasing for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING DEPARTMENT

HSU-Purchasing, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 PROPOSAL OPENING LOCATION

Note: this opening is merely for the Purchasing Department to open the packages and to start reviewing for completeness.

There will be no information read out loud or information recorded. However, attendance is always welcomed.

Proposals will be opened at the following location:

Henderson State University
1098 President's Drive, Room 314
Arkadelphia, AR

1.5 ACCEPTANCE OF REQUIREMENTS

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

1.6 DEFINITION OF TERMS

- The HSU 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*.
- Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective 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 Henderson State University using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original *Technical Proposal Packet*.
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the Information for Evaluation section included in the *Technical Proposal Packet*. Proposal response **must** be in the English language.
 - ii. *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents
 - The *Official Bid Price Sheet* must be created and printed on company letterhead, including the hard copy and electronic copies, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". A Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See attachment)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See attachment)
 - c. *Voluntary Product Accessibility Template* (VPAT). (If providing *Technology*)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic copies of the *Technical Proposal Packet*, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If HSU - Purchasing requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the Official Bid Price Sheet
 - a. Prospective Contractor should also submit three (3) electronic copies of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. *The Official Bid Price Sheet*, including the hard copy and electronic copies, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

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*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template (VPAT)*.
 - Technical Proposal responses to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 10:00 a.m., Central Time on or before December 4, 2020 to HSU-Purchasing 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 a response sent to all. The consolidated written response is anticipated to be posted to the website <https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/>. If Prospective Contractor questions are unclear or non-substantive in nature, HSU may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify HSU-Purchasing 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 HSU-Purchasing with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by HSU 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 HSU.
- E. Prospective Contractors entering into a contract with HSU / the State **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* included in the *Technical Proposal Packet*.
- 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* will cause the Prospective Contractor's proposal to be rejected.

1.11 **SUBCONTRACTORS**

Unless the contractor can prove that a subcontractor is extremely beneficial to HSU, a subcontractor arrangement is not at all encouraged.

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by HSU - Purchasing. The decision by HSU-Purchasing will be final.

1.12 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on company letterhead, and labeled, "Bid Price Sheet". 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. Prices **must** be valid for 90 days following the proposal opening.
- C. The *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 on the Bid Price sheet or in the sealed pricing package.

1.13 **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 HSU for the performance thereof.

1.14 **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.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of HSU / the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, HSU / the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If HSU / the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. HSU / the State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* shall be through HSU-Purchasing.
- B. Do not alter any language in any solicitation document provided by HSU.
- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. HSU has the right to award or not award a contract, if it is in the best interest of HSU to do so.
- E. As requested, provide clarification regarding Prospective Contractor's proposal response to HSU.

- 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 (under separate cover).

1.17 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by HSU will modify this *Bid Solicitation*.
- B. An addendum posted within one (1) calendar days prior to the proposal opening may extend the opening date and time and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the HSU website, <https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/bidding-information/> . for any and all addenda up to proposal opening.

1.18 **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. HSU 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 HSU so chooses, negotiations may be conducted with the highest ranking Prospective Contractors. Negotiations are conducted at the sole discretion of HSU.
- 2. If negotiations fail to result in a contract, HSU 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 HSU decides not to move forward with an award.

C. Anticipation to Award

- 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the web HSU site at; <https://www.hsu.edu/pages/about/administration/finance-and-administration/purchasing/bidding-information/>
- 2. The anticipated award will be posted for a period of 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 fourteen day posting period.
- 3. HSU may waive the policy of Anticipation to Award when it is in the best interest of HSU.
- 4. It is the Prospective Contractor's responsibility to check the HSU website for the posting of an anticipated award.

D. Issuance of Contract

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

1.19 **INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.20 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*.

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, HSU must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. 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.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with the Office of State Procurement (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.

1.23 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.

1.24 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, or it's agencies may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory

Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.27 VISA ACCEPTANCE

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

1.28 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 rejected.

1.29 RESERVATION

HSU / the State will not pay costs incurred in the preparation of a proposal.
HSU reserves the right to choose not to make an award of this solicitation.

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

Proposals will be accepted from established companies that meet the following minimum qualifications. The purpose of contracting for Financial Aid Consulting is to increase the processing efficiency of student financial aid through the use of professional methods and training of the staff at the University, while maintaining a positive relationship between the University and the student. The University will have the option to work with one or more of the approved vendors.

A. MINIMUM REQUIREMENTS

Offers' will provide a narrative proposal providing sufficient descriptions and technical information that will allow evaluation of the criterion and ability to meet minimum requirements.

Financial aid consultants, an Independent Contractor, who can provide direction and management oversight for financial aid office staff. This person should be able to guide the financial assistance programs, including managing staff, and monitoring administration of aid programs to ensure compliance with state and federal laws. This person should also review all policies and procedures and assist in distribution of duties among staff to ensure all essential functions are completed.

Provide staffing that can process and award financial aid for Henderson State students using the current systems and processes of the university.

Provide remote work processing teams that can complete verifications, return to title IV, satisfactory academic progress appeals, professional judgments, aid packaging and awarding, and loan certifications.

Contractor will be required to notify the University, in advance, of any management, contractual, name, system, procedural or other significant changes that take place within Contractor's company.

Contractor's activities shall be fully coordinated with the activities of the University. As the work of the consultant progresses, advice on matters of immediate concern to the University and related to the specific Statement of Work covered by the contract shall be made available to the University during the full term of this contract.

The awarded contracts must contain a termination clause, whereby the University may terminate the contract upon thirty (30) days written notice to Contractor that services are no longer required, whereby the University will not compensate Contractor past the thirty (30) day notification period.

Contractor shall maintain liability insurance: Professional Liability, Commercial General Liability, and Cyber Liability each for \$5,000,000.

B. ADDITIONAL CONTRACTOR REQUIREMENTS

Contractor must provide in its proposal response, documentation for the following items:

Contractor shall demonstrate satisfactory higher education experience within the past three (3) years. Additional consideration will be given to Contractors depending upon the number of Higher Education Institutes worked with and number of years working in higher education. Provide a detailed description of your work with other institutions of higher education.

Contractor, and Parent Company (if applicable), must demonstrate a history of financial stability, by including an audit report by a certified public accountant for fiscal years 2016, 2017, and 2018, a banking and lending institution reference which Henderson may contact for financial references, and a concise narrative which clearly establishes that a Contractor has the adequate capital reserves that will allow the company to continue normal.

Contractor owned equipment shall have security precautions and controls in place to secure data. These controls will ensure that the security within the operations will keep unwarranted parties from abusing our systems and obtaining critical data such as student information. Additionally, please provide the number and severity of data security breaches that your company might have fallen victim to within the past three years, including a description of the data that was breached and the number of customers affected.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. Contractor further covenants that in the performance of the contract no person having any such known interest shall be employed.

- I. No official or employee of the University, and no official or employee of a Contractor or its governing body who exercises any colligations or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in connection with this RFP.
- II. Contractor represents itself to be an independent contractor offering such services to the general public and therefore assumes all legal and financial responsibilities for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, etc. and agrees to indemnify, save, and hold the State of Arkansas, the University, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

C. EXPERIENCE AND PAST PERFORMANCE

Describe experience relevant to the purposes of this RFP. Include information on:

- a) How many years has your organization been in business?
- b) Number of years of contracting for consulting with colleges and universities?
- c) What percentage of the company's gross revenue is from higher education?
- d) How many colleges or universities financial aid departments are currently managed by your company?
- e) Please provide the name and phone number of individuals at three colleges or universities that we may call as references. If you do not have three college or university references please provide three other related types of references. Companies providing three college or university references will be given preference over those with other references for this section. The University reserves the right to search for other references not listed by the respondent, which will be used in the evaluation process.

D. ORGANIZATION

Proposals will be evaluated against the questions set out below:

- a) State the physical locations from which administrative, accounting and data processing activities will take place.
- b) If a subcontractor will be used, the identity of and location from which the subcontractor will perform its activities must be clearly stated. Any subcontractor will be held to the same level of criteria as the Contractor. The University reserves the right to approve or deny the use of any subcontractor as a decision separate and apart from approval of a proposal. Contractors shall explain how the location of its offices will not restrict its ability to perform the requirements of this contract. Contractor will be responsible for the acts or omissions of its subcontractors.
- c) Present an organizational chart depicting Contractor's ability to work its different customer independently. The chart should include pertinent managers, managers' years of experience involved in Financial Aid both within and outside higher education, and number of staff who will be contributing to the job.

- d) Personnel identified and included within Contractor's proposal are expected to be available for work should Contractor be awarded the contract.
- e) Listing of the type(s) and amount(s) of insurance coverage maintained by Contractor that will ensure the financial protection of the University. A COI will be required of the contractor receiving the award.
- f) Include a summary of Contractor's disaster recovery plan concerning electronic records, if applicable.
- g) Include a listing of all organizations with whom Contractor has performed consulting work for in Arkansas.
- h) Is your agency a member of any state or national trade associations? If so, which ones?

E. METHODOLOGY

Contractor will furnish a detailed explanation of how the consultant proposes to accomplish the work described in the RFP.

- a) Proposed minimum "best efforts" that will be used to provide this service.
- b) Discuss methods of interaction between staff, administration and consultant.
- c) Does the Contractor provide training to clients? If so, please detail the training Contractor can/will provide to the University.

F. CAPABILITIES

- a) Detail your company's capabilities that may not be asked for in other sections of the RFP.
- b) Provide an explanation of the technical assistance that will be provided, if any.
- c) Provide the number and severity of data security breaches that your company might have fallen victim to within the past three years, including a description of the data that was breached and the number of customers affected.

2.2 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. HSU / the State 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. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards. Collection results are of utmost importance for this RFP.
- C. HSU / the State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should HSU 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.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. HSU 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, HSU-Purchasing has final determination of the performance acceptability.
- H. Should any compensation be owed to HSU due to the assessment of damages, Contractor **shall** follow the direction of HSU regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. HSU 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 HSU-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 State Agencies, consultants, and experts may also examine documents at the discretion of HSU.

C. Information for Evaluation

1. Each items/questions have each been assigned a maximum point value of five (5) points. The total point value for each is reflected in the table as the Maximum Raw Score Possible.

Information for Evaluation	Maximum Raw Points (Possible)
Experience	5
Organization	5
Financial Stability	5
Methodology	5
Capabilities	5
Cost	5
Total Technical Score	30

Pricing	
Lowest Bid Amount	5
See	*
formula	*
below	*

3.2 **DEMONSTRATION SCORE (if applicable)**

- A. The Prospective Contractors with the top few Technical proposal scores after the completion of the technical proposal evaluation may be contacted to schedule a demonstration.
- B. A second set of score sheets will be created including titling of each of the score sheets as the "Post-Demonstration" score sheets.
- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be included to determine the final Technical score for each proposal.

3.3 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest on the Official Bid Price Sheet.
- 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

3.4 **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.

3.5 **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

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices (if applicable) to:

Henderson State University
Business Office-Student Accounts
1100 Henderson Street – HSU-7531
Arkadelphia, AR 71999-0001

- 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 HSU in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied HSU as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor shall send a regular report by an itemized list of accounts and charges.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

- A. The State of Arkansas (HSU) 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 HSU 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 de-installation.
 - 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 HSU **must** take place in Clark 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 HSU Procurement Official.

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. HSU / 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. HSU will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to HSU will be limited to the value of the Contract or \$1,000,000, whichever is higher. 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 HSU 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 HSU / the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against HSU / 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 University or the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE ESCALATION

- A. Price increases may be considered at the time of contract renewal. Request must be received 60 days before renewal date.
- B. The Contractor **must** provide to HSU a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. HSU has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. HSU has the right to approve or deny the request. HSU will re-bid if increase is denied, if services are still needed.

4.7 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 HSU has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

Should HSU and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of HSU is final and controlling.

4.9 CANCELLATION

- A. For Cause. HSU 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, HSU will advise the Contractor in writing of the reasons why HSU 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. HSU 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.

4.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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

- **Do not provide responses to items in this section.**
- 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 resulting contract if any or all parts of the bid are accepted by the HSU/State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** HSU/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 HSU.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to HSU-Purchasing 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 rejected. The person signing the bid shall have 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 HSU.
- 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 is 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 HSU 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 HSU. 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. HSU-Purchasing **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, HSU 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 HSU-Purchasing. 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:** HSU is responsible for storage if the Contractor delivers within the time required and HSU 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 HSU 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 HSU-Purchasing 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:** HSU / 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 HSU. 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 HSU, **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 HSU. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold HSU 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. **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.
23. **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.
24. **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.
25. **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.

Contracts and Grant Disclosure and Certification.

Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form (form available online).

<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf>

ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or with the state for professional or consultant services, submit their most current equal opportunity policy (EO qualifications, or negotiating a contract Policy).

Although bidders are encouraged to have a viable equal opportunity policy, **a written response stating the bidder does not have such an EO Policy** will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

Tim L. Jones

Tim L. Jones, APO
HSU Director of Purchasing

To be completed by business or person submitting response: (check appropriate box)

_____ **EO Policy Attached [this is mandatory, if available]**

_____ **If an EO Policy cannot be provided – a written signed and dated statement must accompany this page indicating, 'No EO Policy is available.'**

Company Name

Or Individual: _____

Title: _____ **Date:** _____

Signature: _____

MINORITY BUSINESS POLICY: Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: ☐ African American ☐ Hispanic American ☐ American Indian
☐ Native American ☐ Asian ☐ Pacific Islander ☐ Disabled Veteran

Arkansas Economic Development Commission certification (if available) #: _____

HENDERSON STATE UNIVERSITY
Purchasing Department
 1100 HENDERSON STREET
 ARKADELPHIA, ARKANSAS 71923
 870-230-5117 PHONE
 870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones
 Director of Purchasing
jonest@hsu.edu

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants
 Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
 Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____
 (printed or typed)

Date: _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater 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.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	
AASIS Vendor Number	
Contractor/Vendor Name	

Contractor Signature: _____ Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

To Access the IMPACT/VPAT form, please click on the link below:

<https://www.hsu.edu/uploads/pages/impactvpaf.pdf>