REQUEST FOR QUALIFICATIONS (RFQ)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	RFQ-27-003	Solicitation issued	October 28, 2026
Description:	General Contractor – Surgical Technology Remodel		
Agency:	Northwest Arkansas Community College (NWACC)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	November 18, 2026	Bid Opening Time:	10:00AM., Central Time

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.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Karen Walls Burns Hall Room 1128.7 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. • Bid Number • Date & Time of Bid Opening • Vendor's Name & Return Address

Proposed Timeline of Events

October 28, 2026	Solicitation Issued
November 4, 2026	Optional Pre-Bid Tour
November 10, 2026	Last day for written questions
November 11, 2026	Question answers posted
November 18, 2026	Bid Opening
November 19, 2026	Proposals Evaluated
N/A	Demonstration Meetings
November 19, 2026	Tentative Winner Selected
December 15, 2026	ALC Submission

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

Northwest Arkansas Community College (NWACC) issues this Request for Qualifications (RFQ) to obtain proposals and a contract for General Contractor Services in accordance with Arkansas Purchasing Law.

The awarded professional service will provide the creation of a Surgical Technician Simulation Lab in Room 2026 of the CHP (Center for Health Professionals) building. Also, implement general changes to Classroom 2030. Generally, the equipment for the lab space, including scrub sinks, O.R. ceiling mounted light, and other periphery equipment are to be provided by NWACC. Refer to the attached notated plan of the 2nd floor describing the general scope of this project.

1.2 TYPE OF CONTRACT

A. A Term contract will be awarded to one (1) or more vendors whichever is more advantageous for NWACC.

B. The initial term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is in December 2026. Upon mutual agreement by the vendor and agency, the contract may be renewed by NWACC on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.

C. The total contract term **shall not** be more than seven (7) years.

1.3 OPTIONAL PRE-BID TOUR

A pre-bid tour will be held on November 4, 2026. Bidders are encouraged to attend to view the location being renovated. Attendees planning to attend, please email purchasing@nwacc.edu. Attendees will meet at:

NorthWest Arkansas Community College
Construction Office, Parking Garage
1202 Water Tower Road

10:00 AM Central Standard Time

First Floor



1.4 BID OPENING LOCATION

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

NorthWest Arkansas Community College
One College Drive, Burns Hall, Room 1128.7
Bentonville, AR 72712
10:00 AM Central Standard Time

1.5 CONTACT

Please submit all questions about this RFQ to:

Karen Walls
One College Drive, Burns Hall, Room 1128.7
Bentonville, AR 72712
Email: purchasing@nwacc.edu

1.6 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

C. Vendor may request exceptions to **NON-mandatory** items. Any such request **must** be declared on, or as an attachment to, the vendor's response to this *Bid Solicitation.* Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.7 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

B. The words "bidder" and "vendor" are used synonymously in this document.

C. The words "The State", "Agency", and "NWACC" are used synonymously in this document.

D. The terms "Request for Qualifications", "RFQ" and "Bid Solicitation" are used synonymously in this document.

E. The term "OSP" refers to the "Office of State Procurement" with the State of Arkansas.

1.8 RESPONSE DOCUMENTS

A. Original *Response Packet*

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.

2. The *Response Packet* should be clearly marked "Original" and **must** include the following:

   a. Original signed *Response Signature Page*. (See *Response Signature Page.)*

   b. Response to the *Information for Evaluation* section included in the *Response Packet*.

   c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

   d. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions.*)

   e. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

   f. Combined Certifications Form

Instructions - https://transform.ar.gov/wp-content/uploads/Instructions-for-Combined-Certifications-Form-102423.pdf

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

B. Additional Copies

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

a. A flash drive with a copy of the *Response Packet.*

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.

- *Response Signature Page*. (See Appendix)
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
- *Equal Opportunity Policy.*
- *Combined Certifications – Israel Boycott Restriction,, Illegal Immigrant Restriction, Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction, Scrutinized Company Restriction*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation's* item number.
- Response to the *Information for Evaluation* section of the *Response Packet.*

1.10 CLARIFICATION OF BID SOLICITATION

A. Any questions requesting clarification of information contained in this Bid Solicitation **must** be submitted in writing via email by 2:00 p.m., Central time on or before November 10, 2026 to the individual listed in Section 1.5.

Contact, of this *Bid Solicitation*.

1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.

2. Vendors' written questions will be consolidated, and NWACC's written response is anticipated to be posted to the NWACC website by the close of business on November 11, 2026.

B. Vendors may contact NWACC with non-substantive questions at any time prior to the bid opening.

C. Oral statements by agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.

1.11 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response SignaturePage* included in this Bid Solicitation, located in appendix.

B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.12 PRICING

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

1.13 PRIME CONTRACTOR RESPONSIBILITY

A. A single vendor **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.

1.14 PROPRIETARY INFORMATION

A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. 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 *Response Packet*.

C. 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.

D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.

F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.15 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.

B. Vendor **must not** alter any language in any solicitation document provided by NWACC.

C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

D. Responses **must** be submitted only in the English language.

E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.

G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.16 REQUIREMENT OF ADDENDUM

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.

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 vendor **shall** be responsible for checking the NWACC website, https://www.nwacc.edu/administrativeservices/purchasing/bids.html for any and all addenda up to bid opening.

1.17 QUALIFICATION AND AWARD PROCESS

A. Successful Vendor(s) Selection

The ranking of vendors **shall** be determined by the total score each receives in evaluation. NWACC will enter pricing negotiations with those responsible offers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendors to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.

2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website at https://www.nwacc.edu/administrativeservices/purchasing/bids.html.

2. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.

3. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

2. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.18 MINORITY BUSINESS POLICY

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

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

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

1.19 EQUAL OPPORTUNITY POLICY

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

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.

1.21 PAST PERFORMANCE

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

1.22 PUBLICITY

A. Vendor **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without NWACC's prior written approval.

B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be disqualified.

1.23 RESERVATION

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 SCOPE OF SERVICES REQUESTED

A. NWACC is seeking a qualified firm to provide General Contractor services for renovation of Surg Tech Lab in CHP.

B. Code analysis to ensure the facility complies with all applicable Federal and State codes as well as State rules and standards
C. Review of the proposed site for compliance with Federal and State regulations and rules regarding floodplain development management
D. Development of an estimate of the maximum probable cost of construction
E. Development of a design development submittal (approximately 50% complete documents) and a revised estimate of construction for review and approval by the Architect and Agency.
F. Development of a construction document submittal (100% complete documents), a revised estimate of construction cost, and a revised estimate of the annual utility consumption and operating cost for review and approval by the Agency
G. Submittal of the construction documents to all applicable regulatory review agencies on behalf of the Agency
H. Submittal of the final documents to NWACC for approval
I. Assistance with the preparation of bid advertisements and submittal to NWACC Construction Section for approval, attendance at bid openings, evaluation of bids, and review of contract documents in conjunction with award of the bid
J. Construction contract administration and project observation to include review of contractor submittal, progress of work proposal request, progress payments, contract change order, substantial completion and project closeout.
K. Review of the project site at the end of the contractor's warranty period and development of a list of deficiencies for correction under the terms of the warranty.

2.2 PERFORMANCE STANDARDS

- State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards should identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor must meet in order to avoid assessment of damages.
- NWACC will outline the Performance Standards with those vendors that NWACC wishes to negotiate a contract with during contract negotiations.
- NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

SECTION 3 – CRITERIA FOR SELECTION

3.1 RESPONSE SCORE

A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.

B. An agency-appointed Evaluation Committee will evaluate and score qualifying r*esponses*. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Response Packet*.

1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.

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 group, 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.

3.2 INFORMATION FOR EVALUATION

Submittals which exceed the maximum page limits shown below shall be disqualified.

A. Transmittal Letter (1 page maximum)

1. The letter should provide the name, title, address, and telephone number of the official contact and an alternate. This individual(s) should be available to be contacted by phone or attend meetings to provide clarification on the statement of qualifications as may be appropriate. A brief summary of the firm's qualifications may be provided with the body of the letter. The letter should be signed by a principal or corporate officer of the firm who can legally bind the party to a contract.

B. Proof of Registration (No page limit)

1. Submit evidence of proof of registration by the appropriate board having jurisdiction for each of the key personnel and the firms on the team. All individuals and firms must have a valid and current license and must be in good standing with the applicable board. Acceptable forms of proof should be one of the following:

a. A copy of the Board issued wallet card showing the name of the individual or firm the license number(s), and current expiration date. (Place multiple cards on a single page.)

b. A copy of the individual's or firm's license downloaded from the appropriate Board's Official website.

c. A copy of the online verification of the individual or firm's license or certificate from the appropriate Board's Official website. The copy should show the individual or firm's name, license or certificate number, and current expiration date.

C. Proof of Insurance (No page limit)

1. The primary contractor firm should submit proof of professional liability and general liability insurance in accordance with the requirements and limitations set forth in the ABAMSC under § 2-312 and § 2-313 and as adopted by NWACC Construction Policy. The consultant selected for award under this RFQ must maintain the insurance current and effective at least one (1) year after substantial completion of the construction. The consultant may change insurance carriers subject to notification to Agency. Any new carrier must be acceptable to the Agency.

D. Office Size and Location (2 pages maximum)

1. Provide a description of the size, structure, and location of your firm. If housed in multiple locations, provide a description of the staffing at each location. Include a detailed description of the staffing and resources for the office from which you intend to service this contract.

2. If the contractor intends to utilize outside subcontractors (such as engineering sub-consultants), provide a description of their primary office size and location, name, and services provided.

E. Key Personnel of the Design Team (10 pages maximum)

1. Provide a description of the key personnel to be used on the design team, including consultants. Provide a brief description of the qualifications including education and licenses. You may include an organizational chart. The descriptions should detail the role each individual will play along with brief examples of similar projects where this individual served in the same or a similar capacity. Descriptions should also indicate how long the person has been with the current firm and where the individual has worked (if other than the current firm) in the past 5 years and in what capacity.

2. If other than the primary design team provides any of the following functions, include descriptions of the personnel that will provide peer review of the design documents, review of contractor submittals for compliance with the contract documents, and field observation of work in progress.

F. Experience-General (8 pages maximum)

Provide detailed descriptions of projects (or contracts) of similar nature and scope that demonstrate your understanding of the requirements of this contract. Examples should be as closely matched to this type of contract as possible. Examples of other projects that demonstrate your ability to address key elements of this type of contract may be included provided the link between the key element and the anticipated application to this contract are clearly delineated.

G. Previously Awarded State of Arkansas Contracts (3 pages maximum)

Provide a complete listing of all state contracts that the primary firm has or had within the previous 24 months, including all current contracts. This listing should be limited to Arkansas State Agencies. You can include public schools (K-12), county and municipal government units, or federal government contracts.

3.3 Listing should show the Agency with whom you had or have a contract, the type of contract term of the contract, amount of the contract, and the name, phone, and email address of the point of contact.

3.4 SUMMARY OF SCORING

A. This is a summary of how the items in section 3.2 *Information for Evaluation* will be scored.

	Category	Maximum Points Possible
1.	Transmittal Letter	5
2.	Proof of Registration	5
3.	Proof of Insurance	5
4.	Office Size/Location	15
5.	Key Personnel	20
6.	Experience	15
7.	Previous Arkansas Contracts	10
	Total Points Possible	75

3.5 DEMONSTRATION SCORE

A. The three to five (3-5) vendors with the top Response Score after the completion of the proposal evaluation will be contacted to schedule a demonstration.

B. NWACC will create a second set of score sheets utilizing an Excel workbook (including the scores entered from first round) and titling each of the score sheets in that workbook as the “Post-Demonstration” scoresheet.

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 averaged to determine final Response Score for each proposal.

3.6 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

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

3.7 Ethical Standards

A. In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:
NWACC
Attention, Accounts Payable
One College Drive
Bentonville, AR 72712 -
accounts_payable@nwacc.edu

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the vendor/lessor in the event funds are not appropriated.

B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.

C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.

D. The State **shall not** continue a contract once any equipment has been repossessed.

E. Any litigation involving the State **must** take place in Benton County, Arkansas.

F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

G. The State **shall not** enter a contract which grants to another party any remedies other than the following:

- The right to possession.
- The right to accrued payments.
- The right to expenses of reinstallation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

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

4.3 CONDITIONS OF CONTRACT

A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 CONFIDENTIALITY

A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

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

4.8 CANCELLATION

A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contact termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.

B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- ***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 contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION**: The State **shall** have the right to accept or reject all or any part of a bid or any and all bids,to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION**: Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES**: Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES**: Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor’s expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS**: Vendor’s responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS**: Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD**: Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.

13. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval by NWACC. 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 NWACC 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 NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

17. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

18. **INVOICING**: The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

19. **STATE PROPERTY**: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.

20. **PATENTS OR COPYRIGHTS**: The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

21. **ASSIGNMENT**: Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **CLAIMS**: Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. **CANCELLATION**: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
    Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. **DISCRIMINATION**: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE**: The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have

under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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.

Appendix

NorthWest Arkansas Community College

NWACC
One College Drive
Bentonville, AR 72712

RESPONSE SIGNATURE PAGE

Type or Print the following information.

RESPONDENT'S INFORMATION					
Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	☐ Individual ☐ Partnership	☐ Sole Proprietorship ☐ Corporation		☐ Public Service Corp ☐ Nonprofit	
Minority Designation: *See Minority Business Policy*	☐ Not Applicable AR Minority Certification #: _____	☐ African American ☐ American Indian	☐ Hispanic American ☐ Asian American Service Disabled Veteran Certification #: _____	☐ Pacific Islander American ☐ Service Disabled Veteran	

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

CONFIRMATION OF REDACTED COPY

YES, a redacted copy of submission documents is enclosed.
NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.*

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

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

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

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

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

Equal Opportunity Policy Disclaimer

ATTENTION BIDDERS

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

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

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 (479) 619-4171.

Sincerely,

Karen Walls
Karen Walls
Director of Purchasing
Northwest Arkansas Community College

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

____ EO Policy Attached

____ EO Policy previously submitted to NWACC Purchasing Department

____ EO Policy is not available from business or person

Company Name
Or Individual:_____

Title: _____ **Date:** _____

Signature:_____

EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following location as a fillable PDF:

http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf

If you are unable to download this form from these two sources, please contact Karen Walls, Purchasing and Contracts Manager for NWACC at:

Email: purchasing@nwacc.edu

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at $1,000 or greater.

A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. *See* Arkansas Code Annotated § 25-1-503.

2. **Illegal Immigrant Restriction:** For contracts valued at $25,000 or greater.

No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. *See* Arkansas Code Annotated § 19-11-105.

3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at $75,000 or greater.

A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. *See* Arkansas Code Annotated § 25-1-1102.

4. **Scrutinized Company Restriction:** Required with bid or proposal submission.

A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. *See* Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number:_____ Description:_____

Agency Name:

Vendor Number:_____ Vendor Name: _____

Vendor Signature_____ Date _____