



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-17-1101	Solicitation Issued:	November 7, 2016
Description:	Full-service food service/deli operation		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
Bid Submission Deadline Date and Time:	January 17, 2017 – 4:30 PM
<p>Proposals shall not be accepted after the designated bid submission deadline date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids".</p>	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>National Park College Fisher Bldg, Room 313C 101 College Dr. Hot Springs, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

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

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

National Park College ("NPC") is accepting bids for full-service, food service operation at the Fisher Campus Center location. Customer satisfaction, varied and affordable menu items must be among the main objectives of the successful vendor. National Park College services approximately 2,700 day and evening students per semester and operates a full selection of courses five days per week.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is June 1, 2017. Upon mutual agreement by the vendor and NPC, the contract may be renewed by NPC on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

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

National Park College
Fisher Building, Suite 313
101 College Dr.
Hot Springs, AR 71913

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The Agency Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "vendor" and "contractor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 RESPONSE DOCUMENTS**A. Original Technical Proposal**

1. The *Technical Proposal* **must** be submitted on or before the bid opening date and time as stated in this solicitation.
2. The Proposal should be clearly marked "Original" and **must** include the following:
 - Original signed Proposal Signature Page
 - Company Overview
 - Proposal Summary
 - Marketing Strategies
 - Menus and Pricing
 - Healthy Food Options
 - Food Grade Descriptive
 - Catering Information
 - Additional Information
 - Insurance Proof
 - EEO Policy
 - Contract & Grant Disclosure Form

Description of each submission section are found in Section 3 of this solicitation.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

It is strongly recommended that vendors adhere to the listed sections order and suggestions when preparing their Technical Proposal response.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Vendors may email questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by 4:00 p.m., Central Time on December 7, 2016. Submit questions by email to the NPC buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' emailed questions will be consolidated and responded to by NPC. NPC's consolidated response is anticipated to be posted to the Office of State Procurement (OSP) website by the close of business on December 12, 2016. The OSP website is <http://www.arkansas.gov/dfa/procurement/bids/index.php>.
- B. Vendors may contact the NPC buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 PROPOSAL SIGNATURE PAGE

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

1.11 SUBCONTRACTORS

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

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the NPC Buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by the State or NPC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Proposals **must** be submitted only the English language.
- E. Pricing must be in U.S. dollars.
- F. NPC **shall** have the right to award or not award a contract, if it is in the best interest of the State or NPC to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by NPC.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.14 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NPC.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the Office of State Procurement website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addenda up to bid opening.

1.15 **AWARD PROCESS**

A. Successful Vendor Selection

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

B. Negotiations

1. If NPC so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of NPC. NPC **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, NPC **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time NPC 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 OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.

2. The anticipated award will be posted for a period of fourteen (14) 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 fourteen day posting period.
3. NPC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State or NPC.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.16 **MINORITY BUSINESS POLICY**

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

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

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

1.17 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, NPC is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.18 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify that they do not employ or contract with illegal immigrants. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

1.19 **PAST PERFORMANCE**

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

1.20 **PUBLICITY**

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

1.21 **RESERVATION**

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

1.22 SUBMISSION OWNERSHIP

Proposals must be made in the official name of the firm or individual under which the business is conducted and must show official business address and phone number.

SECTION 2 – SCOPE

2.1 INTRODUCTION

National Park College ("NPC," "Agency") is accepting bids for full-service, food service operation at the Fisher Campus Center location on the first floor. Customer satisfaction, varied and affordable menu items must be among the main objectives of the successful vendor. National Park College services approximately 2,700 day and evening students per semester and operates a full selection of courses five days per week.

NPC will accept proposals for food service operation, excluding vending machines, in the Fisher Campus Center, first floor. Contractor will be selected on the basis of the proposal submitted which, in the opinion of the Food Service Selection Committee, is deemed in the best interest of NPC when all factors are considered. Factors considered will include, but are not necessarily limited to: pricing, exceptional customer service, high quality food options, experience, marketing capabilities, financial stability, character/background check and the ability to perform efficient, economical operations. In addition, any other value given to NPC will be used in awarding the bid. It must be recognized by the interested parties submitting proposals that some of these factors are judgement items and that the decision of NPC is final.

It is NPC's desire to select a vendor that can show the stability and financial ability necessary to provide ongoing service.

Selected vendor shall have a start-up, set-up and preparation time period of up to 90 days depending on the needs of the vendor.

2.2 HOURS OF OPERATION

- A. The vendor is responsible for food service operation in the Fisher Campus Center.
- B. During the Fall and Spring Semesters, the food service operation shall be open when classes are in session from 7:30 AM to 2:00 PM. Summer class hours are Monday through Thursday 7:30 AM to 1:30 PM for the duration of the ten (10) weeks of summer school.
- C. Selected vendor has the option of reopening for evening classes starting 5:00 PM Monday through Thursday. Vendor also has the option of being open between 2:00 PM and 5:00 PM.
- D. No food service shall be provided during campus closures. The campus shall be closed during standard breaks (Christmas, Thanksgiving, Spring Break, etc.). Periodic unforeseen campus closures may occur due to events such as weather.

2.3 MENU ITEMS AND PRICING

- A. Vendor shall provide sample menu(s), proposed pricing and document quality (grade) of food products.
- B. Proposed menus shall include breakfast menu items. Breakfast selections are not required to be served all day, however a vendor may choose to do so.
- C. Vendors may submit more than one sample menu.
- D. Selected vendor's proposed menu items and prices shall not be final without NPC's agreement.
- E. Vendor is highly encouraged to provide a minimum of four (4) healthy meal options.

2.4 CATERING EVENT OPPORTUNITIES

Periodically, vendor may be hired to cater campus events as they arise for staff and/or students. Catering of campus events are not guaranteed and are done by invitation only. Vendors shall describe their ability to cater events of varying size.

2.5 **MANDATORY SITE VISIT**

There will be a mandatory site visit for any vendor who wishes to submit a bid. Vendors **MUST** RSVP and attend one of the two site visit dates. Failure to attend a site visit will deem a vendor unresponsive.

RSVP Deadline:	November 28, 2016 - C.O.B.
RSVP to:	kmarkish@np.edu
Date/Time #1:	November 29, 2016 - 3:00 PM CST*
Date/Time #2:	November 30, 2016 - 3:00 PM CST*

*NPC reserves the right to change or add additional dates/times at NPC's discretion.

This site visit is conducted to: show size and location of food service facilities; show equipment available in service facilities; allow for vendors Q&A time if needed.

A maximum of two (2) representatives per vendor shall attend the site visit.

SECTION 3 – MINIMUM SUBMISSION REQUIREMENTS

Vendor proposals must include the minimum:

3.1 **REQUIRED SUBMISSIONS**

Below is a list of the documents to submit for this solicitation. Failure to submit any of the required documents

- A. **PROPOSAL SIGNATURE PAGE (required):** Vendor shall complete and sign (in ink) the Proposal Signature Page.
- B. **COMPANY OVERVIEW (required):** A brief description of your company, its vision and goals, etc., including percentage of service you have provided to Garland County entities.
- C. **PROPOSAL SUMMARY (required):** A summary of the company's proposed products, services, methods, etc. Vendors are highly encouraged to propose practical, innovative programs provided they exceed the minimum requirements within this solicitation.
- D. **MARKETING STRATEGIES (required):** Vendors shall address the marketing strategies and/or promotions they may utilize to increase the number of participants for catering events and general food service operations.
- E. **MENUS AND PRICING (required):** Proposed menu(s) and pricing.
- F. **HEALTHY FOOD OPTIONS (required):** List a minimum of four (4) healthy meal options along with their caloric values.
- G. **FOOD GRADE DESCRIPTIVE (required):** Documentation of food quality (grade).
- H. **CATERING INFORMATION (required):** Description of event catering capabilities.
- I. **ADDITIONAL INFORMATION (optional):** Additional information vendor wishes to communicate. Vendors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.
- J. **INSURANCE PROOF (required):** Copy of company's Arkansas State Insurance Certificate for Workman's Compensation.
- K. **EEO Policy (required):** A copy of your company's current EEO policy. If your company does not have an EEO policy, a letter stating such shall be sent in lieu of an official EEO policy.
- L. **Contract and Grant Disclosure Form (required):** Vendor shall complete the Contract and Grant Disclosure Form and submit with bid.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

4.1 **VENDOR REQUIREMENTS**

- A. Successful vendor shall, at its own expense, bear any and all cost for the operation of the Fisher Campus Center dining service and shall pay costs and expenses connected with the vendor's operation including: raw food and food products, labor, benefits and compensation, supplies (paper, plastic, flatware, pots, pans), equipment (cash register), and licenses and permits as required by law.
- B. Vendor shall be expected to maintain each piece of equipment in excellent condition.

- C. Vendor shall be providing daily cleaning, maintenance, and sanitation services to the food equipment and deli area.
- D. Vendor shall comply with all sanitation rules according to the laws in the State of Arkansas.
- E. Vendor will provide qualified food service employees who have been trained in kitchen area safety, sanitation, operations, and customer service. Food service employees shall be introduced to and approved by the Vice President for Student Affairs. Only persons acceptable to NPC shall be employed by the vendor to perform work required by this RFP.
- F. Vendor will initiate food committee meetings with representation from both parties on a quarterly basis.
- G. Vendor will indemnify, save harmless and defend NPC, its Board of Trustees and NPC employees against all liability, claims and costs of whatever kind and nature for injury or death of any person or persons and from loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the vendor, its employees, agents, or representatives.
- H. Vendor must install all equipment prior to the beginning the initial service. Installed equipment must be approved and placed in locations approved by NPC.
- I. Vendor shall pay rental costs by the 10th of each month. At present the rental costs are:
 - a. August - \$100
 - b. September, October, November - \$300 / mo.
 - c. December - \$125
 - d. January, February, March, April - \$300 / mo.
 - e. May - \$150
 - f. June and July - \$100 / mo.

NPC reserves the right to increase rental costs. NPC may also negotiate with vendor concerning rental costs.
- J. Utilities and trash removal are included in rent and paid by NPC.
- K. At such time as the vendor pays the NPC its monthly charges, the vendor shall present a monthly statement of financial transactions including monthly sales, number of days of operation, and daily average.
- L. Vendor shall further agree to any bookkeeping procedures required by fiscal affairs and student services.
- M. NPC shall not be responsible for any loss to vendor due to temporary suspension of operation, regardless of cause. Such suspension(s) may be due to, but are not limited to, mechanical failure of equipment, power failure, weather conditions, or closing of facilities.
- N. Neither the contract nor any interest therein, not claim thereof, shall be assigned or transferred by the contractor unless expressly authorized in writing by the Vice President of Student Affairs. No such assignment or transfer shall relieve the vendor from its obligations and liabilities under the contract. No alterations or variation of terms of the contract shall be valid unless made in writing and signed by both parties.
- O. Contractor will not discriminate against any employee or applicant because of race, creed, color, religion, or national origin. In addition, the vendor agrees to make a diligent effort to insure that all persons are afforded equal employment opportunities without discrimination. Equal opportunity shall apply to recruitment, employment, job assignment, promotion, lay off, termination, and rate of pay.
- P. The successful vendor will maintain Workman's Compensation conforming to the Arkansas Workmen's Compensation Act.

- Q. Without additional expense to NPC, the vendor shall be liable for all applicable Federal, State and local taxes and shall comply with all local laws, and shall obtain and pay for all permits and licenses, unless otherwise specified.
- R. The awarded vendor will submit to a background and credit check in accordance to the procedures adopted by NPC's Vice President of Student Affairs office.

4.2 **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 NPC 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.

4.3 **STATEMENT OF LIABILITY**

- A. NPC 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. NPC **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to NPC **shall** be limited to the value of the Contract 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 NPC **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 or NPC'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.

4.4 **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.

4.5 **PRICE ESCALATION**

- A. Price increases will be considered at a maximum frequency of 6 month intervals.
- B. The vendor **must** provide to the Vice President of Student Affairs 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. NPC **shall** have the right to require additional information pertaining to the requested increase.

- C. Increases **shall not** be considered to increase profit or margins.
- D. NPC **shall** have the right to approve or deny the request.

4.6 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and NPC **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 NPC 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 **CONTRACT CANCELLATION**

- A. In the event NPC no longer needs the service specified in the contract due to, but not limited to, program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. NPC **shall** give the vendor written notice of contract cancellation, specifying the terms and the effective date of contract termination. The effective date of termination shall be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon three (3) or more defaults of a vendor to pay rental fees in a timely manner, NPC may give the vendor written notice of contract cancellation, specifying the terms and the effective date of contract termination. The effective date of termination shall be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- C. Poor performance by the vendor may allow NPC to give the vendor written notice of contract cancellation. Poor performance may include, but is not limited to, food quality, sanitation, customer service/customer complaints.

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 NPC 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 – SOLICITATION SCHEDULE

The following schedule shall be used for this RFP.

Event	Date
Release of RFP	November 7, 2016
Mandatory Site Visit RSVP Deadline	November 28, 2016
Mandatory Site Visit - Date #1	November 29, 2016
Mandatory Site Visit - Date #2	November 30, 2016
Clarification Submission Deadline	December 7, 2016
Clarification Response	December 12, 2016
Proposal Submission Deadline	January 17, 2017, 4:30 PM CST
Bid Opening Date	January 18, 2017, 2:00 PM CST
Review of Submitted Bids*	January 23, 2017
Anticipation to Award Posted*	February 7, 2017
Contract Award*	February 21, 2017

*Dates are approximate and are subject to change.

SECTION 6 – CRITERIA FOR SELECTION

6.1 TECHNICAL PROPOSAL SCORE

- A. NPC will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.
- B. An NPC-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response. Other agencies, consultants, and experts may also examine documents at the discretion of NPC.
- C. The *Information for Evaluation* section has been divided into sections. In each section, items/questions have each been assigned a maximum point value. The total point value for each item is reflected in the table below as the Maximum Score Possible.

CATEGORY		SCORE
A	Company Overview	25
B	Proposal Summary	100
C	Marketing Strategies	50
D	Menus and Pricing	100
E	Healthy Food Options	50
F	Food Grade Descriptive	50
G	Catering Information	50
H	Additional Information	50
TOTAL:		475

- D. Vendor proposals are evaluated and scored on the Food Service Selection Committee opinion. The decision of the committee and NPC is final. Scores given to vendor proposals give the Food Service

Selection Committee a basis of overall value. Selected vendor shall be in the best interest of NPC. It must be recognized by the interested parties submitting proposals that some of these factors are judgement and/or opinion items and that the decision of NPC is final.

6.2 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

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

SECTION 7 – DOCUMENT SUBMISSION CHECKLIST

For your convenience, we have provided the following checklist to help ensure all documents have been included with your bid submission.

CATEGORY		Required	Optional
<input type="checkbox"/>	Proposal Signature Page	X	
<input type="checkbox"/>	Company Overview	X	
<input type="checkbox"/>	Proposal Summary	X	
<input type="checkbox"/>	Marketing Strategies	X	
<input type="checkbox"/>	Menus and Pricing	X	
<input type="checkbox"/>	Healthy Food Options	X	
<input type="checkbox"/>	Food Grade Descriptive	X	
<input type="checkbox"/>	Catering Information	X	
<input type="checkbox"/>	Additional Information		X
<input type="checkbox"/>	Insurance Proof	X	
<input type="checkbox"/>	EEO Policy	X	
<input type="checkbox"/>	Contract and Grant Disclosure Form	X	

SECTION 8 – STANDARD TERMS AND CONDITIONS

- 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.
- ACCEPTANCE AND REJECTION:** NPC **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.
- BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.

5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Agency and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

PROPOSAL SIGNATURE PAGE **NP-17-1101 Food Service RFP**

Type or Print the following information.

RESPONDENT'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit			
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran			
	AR Minority Certification #:		Service Disabled Veteran Certification #:	

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

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 proposal to be disqualified:

- Additional terms or conditions submitted in their proposal, 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: _____