PHILLIPS COMMUNITY COLLEGE

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REQUEST FOR PROPOSAL

RFP# 17-04

Grant Writing Services

ISSUED BY:

Phillips Community College of the University of Arkansas
P.O. Box 785
Helena, AR 72342

PROPOSAL SUBMISSION DEADLINE DATE & TIME:
DATE: Tuesday March 28, 2017
TIME: 11:00 AM, CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

Phillips Community College of the University of Arkansas
REQUEST FOR PROPROSAL
RFP#: 17-04

Submit response:

Phillips Community College of the University of Arkansas
ATTN: Gail Correro
Purchasing Department
P.O. Box 785
Helena, AR 72342
Phone (870) 338-6474

NOTE: This is a sealed request for proposal and may NOT be faxed or e-mailed. Follow instructions contained within this document for proper instructions and return response.

Due date for responses to be received:
Tuesday March 28, 2017 at 11:00 am CST

Company Name: _____

Name (Type or print): _____

Title: _____

Address: _____

_____

E-Mail Address: _____

Phone Number: _____

Business Designation (Check one): _____Individual _____ Sole Proprietor
_____Partnership _____ Public Service
_____Corporation _____Government/
Non-Profit

BID ENVELOPE MUST BE: 1) SEALED; 2) PROPERLY MARKED WITH BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS; AND 3) RECEIVED BY PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS BEFORE THE BID OPENING TIME AND DATE IN ORDER TO BE ACCEPTED.

GENERAL INFORMATION
SECTION I

1.1 INTRODUCTION

Phillips Community College of the University of Arkansas, hereafter referred to as "the College" or "PCCUA", is seeking proposals from qualified firms for Grant Writing Services in accordance with the Scope of Work specified in this Request for Proposal (RFP).

It is PCCUA's intent for this Request for Proposal (RFP) and any ensuing contract processes to provide interested parties with the information, requirements and specifications necessary for the preparation of a professional and comprehensive proposal. Specific terms and conditions are outlined within this RFP.

Selection of the successful proposal(s) will be based upon a variety of factors including, but not limited to, the Minimum Required Qualifications listed within this RFP.

As used within this RFP, "Participant "or "Vendor" shall refer to those companies receiving and responding to this RFP. "Contractor" shall refer to the successful participant of the process.

1.2 SCOPE OF WORK

Phillips Community College of the University of Arkansas seeks to develop a pool of grant writing consultants to provide grant writing and proposal/application support to the College. PCCUA invites grant writers with substantive experience writing, submitting and securing grants for higher education institutions to apply. Successful applicants will have demonstrated success in higher education grant writing and submission experience in one or more of the following areas:

1. Federal
2. State
3. Local
4. Private Foundations

1.3 MINIMUM REQUIRED QUALIFICATIONS:

- Must have experience writing and obtaining at least five (5) grant awards, including at least one (1) in AR. At least one grant must have been a multi-year federal grant in excess of $1,000,000 that requires collaboration between multiple parties including public school districts, community colleges/universities, and/or other entities.
- Must have experience evaluating grants obtained.
- Must have familiarity with guidelines and compliance requirements applicable to projects/programs being sought.
- Preferred previous experience evaluating programs addressing the economic, educational, and social challenges inherent to PCCUA and the Arkansas Delta.
- Demonstrated knowledge and experience with current PCCUA grants is preferred.

1.4 COSTS FOR PROPOSAL PREPARATION

The prospective Vendor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by Phillips Community College of the University of Arkansas. Neither the College nor the State of Arkansas will provide compensation to the Vendor for any expenses incurred. Recovery of said cost will not be allowable as direct or indirect charges under any resulting contract.

1.5 NON-DISCRIMINATION

Phillips Community College of the University of Arkansas does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project on the basis of age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information, or sexual orientation.

1.6 MINORITY BUSINESS POLICY

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in any state purchasing process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. Also, the state encourages all companies to sub-contract portions of any state contract to minority business enterprises.

1.7 PROPRIETARY INFORMATION

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore, shall be subject to public disclosure. PCCUA will disclose any portion of the proposal to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful Vendor(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation of this offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

1.8 TERM OF CONTRACT AND TERMINATION

The required services are to commence no later than a date to be agreed upon by the College and the Contractor. The initial term of this contract will be for a period of three (3) years. By mutual agreement, the College and the contractor may elect to extend the contract on an annual basis not to exceed a total of seven years. The total maximum contract period allowed by the State of Arkansas is seven (7) years. Either party may terminate this Agreement by giving the other party a sixty (60) day written notice of termination.

1.9 SELECTION PROCESS

Proposals shall be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College. It is the intent of the College to negotiate and enter into a contract with multiple firms following this process.

Selected proposer(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the proposer. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm(s).

The College is not bound to accept any proposal based on price alone, but will make an award based on the Minimum Required Qualifications factors set forth herein. The College further reserves the right to reject any and all proposals, or parts thereof, to waive informalities and technicalities in proposals received. The College will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.

The Vendor(s) will be selected on the basis of the proposal submitted when all factors are considered, which will include, but are not limited to, the Minimum Qualifications listed within this RFP, references, past performance, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items. Phillips Community College of the University of Arkansas will be the sole judge as to whether the Vendor's proposal has or has not satisfactorily met the requirements of this RFP.

If for any reason none of the received proposals are considered reasonable, the College may re-advertise for proposals, negotiate an alternate service agreement or complete any other action consistent with Arkansas Procurement Laws. PCCUA reserves the right to reject any or all proposals and, in particular, any proposals not containing the complete data requested. PCCUA reserves the right to waive any irregularity in any proposal received. Proposal should be submitted initially on the Participant's most favorable terms.

INSTRUCTIONS
SECTION 2

2.1 PROPOSAL OPENING DATE AND LOCATION

Written proposals will be accepted by the Phillips Community College of the University of Arkansas if received no later than **11:00 am Central Standard Time on Tuesday, March 28, 2017**. All proposals shall be mailed or delivered to:

MAILING ADDRESS:

Phillips Community College of the
University of Arkansas
Purchasing Department
Business Office
P.O. Box 785
Helena, AR 72342

PHYSICAL ADDRESS:

Phillips Community College of the
University of Arkansas
Business Office
1000 Campus Drive
Helena, AR 72342

The proposals will be opened in the Business Office located in the Easley Administration Building, 1000 Campus Drive, Helena, AR 72342.

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Each Vendor is solely responsible for the timely delivery of the proposal by the specified deadline. Late responses, responses en route, those left at locations other than the Purchasing Department by special carrier will not be considered if they are not in the Purchasing Department by or before the time indicated on the front of this RFP document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal opening date.

Telephone, fax, and/or electronic responses to this RFP will **not** be accepted.

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

2.2 NUMBER OF COPIES

Vendors should submit one original and three (3) copies of the written proposal. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in the original volume.

2.3 PROPOSAL IDENTIFICATION

The Vendor should note on the envelope or wrapping containing the proposal, the Proposal Notice Number specified in the RFP (**RFP# 17-04**) and the opening date and time. Response envelopes should indicate the name of the Vendor. Proposals in response to this RFP are formal proposals and must be received in sealed packaging. Proposals should not be hand delivered *unsealed* as they will not be considered.

Proposals must also include the signed Official Proposal Signature Document, located at the end of this RFP.

2.4 INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS

If the College determines additional information, clarification or requirements are needed; all bidders will be notified by written addendum (amendment) and mailed, e-mailed or faxed to all parties recorded by the College as having received a copy of the RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Vendor shall consider and acknowledge receipt of such on the Official Proposal Signature Document. Oral statements, explanations, or commitments will be without legal effect on the RFP except as confirmed in writing by PCCUA.

All questions concerning this RFP should be in written form, reference the proposal number RFP# 17-04 in the subject line, and directed to:

PCCUA Purchasing Office
Gail Correro
FAX: (870) 338-7542
Email: gcorrero@pccua.edu

Proposing parties are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response. All questions should be submitted at least three (3) business days **prior** to bid opening date and time.

2.5 PROPOSAL RESPONSE

All proposal responses must include:

1) The name, address, phone and fax number and email address for the duly authorized agent submitting the proposal.

2) Full description of company, including experience, qualifications, organizational chart, etc.

3) Documentation of any intent to use another company(s) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. PCCUA reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.

4) Discuss current Minority Business Enterprise (MBE) participation by your company.

5) Completed Non-Collusive Certificate (attached as Appendix A)

6) Copies of all documents that could become a part of a final agreement arising from this process. A legal review of the participant's proposed agreement terms will be part of the criteria in evaluating the participant's offer.

7) Copy of your Equal Employment Opportunity Policy or statement indicating no formal policy exists.

8) Completed copy of the "Contract and Grant Disclosure and Certification Form", as required by Arkansas Law (attached as Appendix C).

9) Completed copy of the Illegal Immigrant Disclosure (attached as Appendix D).

Responses to this proposal should include answers to the following series of questions. Your responses will allow the RFP team to easily follow the questions and responses. Please make sure that the statement/question is stated immediately before your response.

A. Describe in detail your firm's background and experience in providing the grant writing services as defined in the Scope of Work. Include information regarding the credentials of employees who potentially would be working on projects for PCCUA.

B. Discuss company history and success rate in obtaining grants including specific experience related to similar institutions or within Arkansas.

C. Describe in detail your firm's capability of providing the services required in Section 1.2 Scope of Work and Section 1.3 Required Minimum Qualifications. Include how you organize your team and the PCCUA team, and how you ensure your delivery of a quality service that meets expectations.

D. List the terms of compensation including your proposed fees and any reimbursable costs. Travel expenses must comply with PCCUA and State of Arkansas travel policies.

2.7 CAUTION TO BIDDERS

Proposals must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Corporations must indicate place and date of incorporation.

Proposals are to be prepared simply and in a manner designed to provide Phillips Community College of the University of Arkansas with a straightforward and concise presentation of the Vendor's ability to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP requirements. Elaborate brochures and other promotional materials are not required, but will be accepted.

Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.

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.

STATE MANDATORY REQUIREMENTS
SECTION 3

3.1 CERTIFICATION OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants. The form attached to this RFP must be completed and return in packet for bid to be complete

3.2 DISCLOSURE OF CONTRACTS OVER $25,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

No contract for commodities or services greater than $25,000, and no discretionary grant greater than $25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor's Executive Order 98-04, as required in this proposal (see Attachments, Section 21). The form attached to this RFP must be completed and return in packet for bid to be complete

Failure to make any disclosure required by Governor's Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material

breach of the terms of this RFP. Any bidder 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.

3.3 EQUAL OPPORTUNITY POLICY

Act 215 of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY. The form attached to this RFP must be completed and return in packet for bid to be complete.

OTHER CONTRACTUAL MATTERS
SECTION 4

4.1 CONDITIONS AND TERMS OF PROPOSAL

By virtue of submittal, the vendor is attesting that all requirements, terms and conditions have been read and understood. Unless the responding vendor expressly and specifically provides otherwise in its written proposal, the proposal received in response to this Request for Proposal shall automatically be deemed to include the responding vendor's agreement to all terms and conditions of the RFP. The Vendor agrees to be governed by the terms and conditions set forth in this document. Any proposal containing variations from terms and conditions set forth herein which are determined to be unacceptable to the College may result in the disqualification of the proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. A contract agreement to be executed by all duly authorized representatives, this RFP, and the successful Vendor's proposal will constitute the awarded contract.

If the proposing party submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this request, the bidder's responses, and Arkansas State Law.

The Standard Terms and Conditions (see Attachment Standard T&C) and the particular conditions and requirements of this RFP shall govern any contract issued as a result of this RFP.

4.2 INDEMNIFICATION

Vendor shall indemnify, defend and hold harmless Phillips Community College of the University of Arkansas, its officers, agents and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees or liabilities arising out of or in any way connected with this contract including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Vendor, its officers, agents, or employees.

4.3 VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

4.4 ETHICAL STANDARDS

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.

4.4 PERFORMANCE STANDARDS

Act 557 of 2015 enacted by the Arkansas General Assembly requires that services contract include performance standards. This contract will require that services are provided in a timely and professional manner. Should services not be performed in a timely and professional manner the vendor must provide an acceptable remediation plan. Secondly, work products should be professional, comprehensive and consistent with the contracted skill level. Should the work products not be up to the standard as required by this contract payment may be withheld in part or in whole until acceptable work products are produced.

EQUAL EMPLOYMENT OPPORTUNITY
SECTION 5

In performance of this Agreement, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment because of age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation. Contractor agrees to post in conspicuous places available to employees and applicants for employment such notices concerning Equal Employment Opportunity as may be required by Federal, State or local law, rule or regulation.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation.

EVALUATION METHODOLOGY
SECTION 6

A Review Committee will evaluate the proposals received as a result of this RFP. All submittals should be complete. A complete submittal is defined as one which is responsive to all the components in each section specified in the RFP. The College is under no obligation to contact applicants for clarification but reserves the right to do so.

The College will negotiate with the responsible party whose proposal is determined to be the most advantageous to the College, taking into consideration the Minimum Requirements set forth and the discussions conducted with responsible proposing parties.

Interested parties who submit a proposal in response to this RFP may be required to give an oral presentation to the Phillips Community College of the University of Arkansas Review Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way change the submitting party's original proposal. The PCCUA Agency Purchasing Official will schedule the time and location of these presentations, if required. All vendor expenses associated with any presentation will be borne entirely by the vendor. A vendor's inability or decision not to provide a presentation may be cause for rejection of the proposal.

An outline of the presentation should be submitted in advance of the presentation. All presentations must adhere closely to any time limit specified by Phillips Community College of the University of Arkansas.

NEGOTIATION OF CONTRACT
SECTION 7

Any contract(s) that may result from this RFP process will be the result of negotiation between the vendor submitting the successful proposal and the College.

PROPOSAL FORMAT AND CONTENTS
SECTION 8

The statements contained herein are made for the purpose of information and assisting prospective Vendors in preparing responses. None of the statements contained herein shall be construed to be a warranty or representation; the College, its officials, employees, agents and consultants shall not be liable to any persons for any statements herein.

There is not a required format for the proposal. It is suggested that the same format used in this RFP be followed, by each section. Tabbing each section is required. A copy of this RFP can be supplied in Microsoft Word format, either on cd or via e-mail. To ensure that all items are addressed and full consideration of the response is evaluated, it is recommended that responses be addressed directly below each line item throughout this RFP. In some cases where a defined response is not requested, a simple "acknowledged," "we concur," or "understood," etc., could be adequate.

Addendum or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal. Oral communication with any person(s) will not be construed as providing amending data to the specification unless converted to the form of written addenda and conveyed to all prospective Vendors.

ANTICIPATED TIMETABLE
SECTION 9

1. Release of RFP to Providers ……..……..…….February 17, 2017
2. Submission of Proposals……..…..March 28, 2017
3. Review and final selection of provider……..April 28, 2017

There will be no penalty to Phillips Community College of the University of Arkansas should the time periods listed after the Proposal Opening date vary. However, diligence will be given to comply with the schedule as listed.

LIST OF ATTACHMENTS

SECTION 10

- Official Proposal Signature Document
- PCCUA Standard Terms and Conditions
- APPENDIX A – Non-Collusive Certificate
- APPENDIX B – Equal Employment Opportunity Policy
- APPENDIX C - Contract and Grant Disclosure and Certification Form
- APPENDIX D – Illegal Immigrant Disclosure

OFFICIAL PROPOSAL SIGNATURE

DOCUMENT
RFP# 1723

THIS PAGE MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned, duly authorized representative of the proposing parties, understand that the proposal must be signed by the proposing party or an authorized representative of the proposing party. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposing party, to be bound by them. Furthermore, I acknowledge receiving, reading and understanding the listed addendums below.

_____
Signature

_____
Name & Title (Typed or Printed)

_____
Company Name

_____
Address & Telephone

_____
Employer Identification Number

List all addendums that were received, read and understood (if none, so indicate).

1._____

2._____

3._____

4._____

5._____

PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS
STANDARD TERMS AND CONDITIONS (RFP, RFP, OR BID)

1. GENERAL: Any Special Terms and Conditions included in an Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into, if any, or all parts of the bid are accepted by Phillips Community College of the University of Arkansas, hereafter called the College or PCCUA.

2. ACCEPTANCE AND REJECTIONS: Phillips Community College of the University of Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the College and the State of Arkansas. The Invitation for Bid does not in any way commit PCCUA to contract for the commodities/services listed herein.

3. BID SUBMISSION: Bids must be submitted to the Purchasing Department on the Bid form with attachments, when appropriate, on or before the date and time specified for the bid opening. If the bid form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances. All bids must be in a sealed envelope. We will not accept faxed or emailed bid submissions.

4. SIGNATURE: Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.

5. PRICES: Bid pricing on the unit price to include FOB destination to PCCUA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Initiation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discounts from List" bids are not acceptable unless requested in the Initiation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.

6. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the College. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The College may order more or less than the estimated quantity on any "term" contract.

7. BRAND NAME REFERNECES: Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation 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 the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

8. GUARANTY: All items 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 invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was furnished. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.

9. SAMPLES: Samples, or demonstrators, when requested, must be furnished free of expense to the College. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder expense. Each sample should be marked with the bidder's name, address, bid number and item number.

10. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:
Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

11. AMENDMENTS: The bid documents cannot be altered or amended after the bid opening except as permitted by regulations.

12. TAXES AND TRADE DISCOUNTS: Do not include state sales tax. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

13. AWARD: Any contract, as the result of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The College reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the College. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE: Firm Contract**: A written College Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order. **Term Contacts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) is only authorized by the receipt of a PCCUA Purchase Order by the Contractor.

14. TERM OF CONTRACT: The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

15. DELIVERY ON CONTRACTS: The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The PCCUA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the College reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

16. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval of PCCUA Procurement Services. Delivery shall be made during the normal College work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained from PCCUA. Packing memoranda shall be enclosed with each shipment.

17. DEFAULT: All commodities furnished will be subject to inspections and acceptance of the College after delivery. Backorders, default in promised delivery, or failure to meet original specifications of the order will authorize PCCUA Procurement Services to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

18. VARIATION IN QUANITY: The College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on College contracts.

19. COLLEGE/STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the College/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

20. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the College harmless from claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

21. INVOICING: The contractor shall be paid upon the completion of all the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the College. Invoices must be sent to PCCUA, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

22. ASSIGNMENT: Any contract entered into pursuant to any contract issued by the College is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

23. LACK OF FUNDS: The College may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The college will return any delivered but unpaid for commodities in normal conditions to the contractor. If the College is unable to return the commodities in normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

24. DISCRIMINATION: In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employment practices, the bidder/contactor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to age, race, gender, national origin, disability, religion, marital or parental status, veteran status, genetic information or sexual orientation; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

25. ETHICS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a College/State of Arkansas 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. Any violation of this ethics statement can result in the cancellation of any contract with the College.

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

27. ANTITRUST: As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the College/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 the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this College.

28. ARKANSAS TECHNOLOGY ACCESS CLAUSE: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to PCCUA that the technology provided to PCCUA for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, an disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

29. CANCELLATION: Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the College to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in price during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the College does not relieve the contractor of any liability arising out of a

default or nonperformance. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the College.

30. ALTERATION OF ORIGINAL RFP/RFP DOCUMENT: The original written or electronic language of the RFP/RFP shall not be changed or altered, except by approved written addendum issued by PCCUA. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

31. SOVERIGN IMMUNITY: Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Phillips Community College of the University of Arkansas.

APPENDIX A

NON-COLLUSIVE CERTIFICATE

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this request has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service, or cost with any other Vendor(s) or with any competitor;

2. No attempt has been made or will be made by Vendor to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and:

3. No employee, agent or consultant of Phillips Community College of the University of Arkansas has received or will receive any payment of any other form of compensation from Vendor as a result of award or an agreement or promise of award to Vendor.

NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY: _____

DATE: _____

APPENDIX B

PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS
Purchasing Office

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

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

Submitting your EEO Policy is a one-time requirement. The PCCUA Purchasing Office will maintain a file of the EEO Policies or written responses received.

This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.

If you have any questions, please call the Purchasing Office at 870-338-6474, ext. 1232.

Thank you.
Purchasing

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TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

_____ EEO Policy attached

_____ EEO Policy previously submitted to PCCUA Purchasing Department

_____ EEO Policy is not available

_____
Name of Company or Person

_____
Signature

_____
Name (printed or typed)

_____
Title

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER **FEDERAL ID NUMBER** **SUBCONTRACTOR:** **SUBCONTRACTOR NAME:**

TAXPAYER ID #: ---- ---- **OR** ---- ☐ **Yes** ☐ **No**

IS THIS FOR:

TAXPAYER ID NAME: ☐ **Goods?** ☐ **Services?** ☐ **Both?**

YOUR LAST NAME: **FIRST NAME:** **M.I.:**

ADDRESS:

CITY: **STATE:** **ZIP CODE:** --- **COUNTRY:**

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT,

OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

For Individuals *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [Senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ **None of the above applies**

For an Entity (Business) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [Senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ **None of the above applies**

Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a *state agency* I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_____**Title**_____**Date**_____

Vendor Contact Person_____**Title**_____**Phone No.**_____

Agency use only

Agency Number_____ Agency Name_____ Agency Contact Person_____ Contact Phone No._____ Contract or Grant No._____

APPENDIX D

Phillips Community College of the University of Arkansas
Purchasing Office

Illegal Immigrant Certification Form

Act 157 of 2007 of the Arkansas Regular Legislative Session **require**s that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is $25,000 or greater **certify**, *prior to the award of the contract*, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

Https://www.ark.org/dfa/immigrant/index.php/user/login
Click: Submit Disclosure Form
(No password is needed)

Print screen-shot of certification and attach to this form.

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

If you have any questions, please contact the Purchasing Office at 870-338-6474, ext. 1232.

Thank you.

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TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

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

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

Reason for non-certification: _____

Name of Company: _____

Mailing Address: _____

City, State & Zip: _____

Signature: _____

Name & Title: _____
(Printed or typed)

Date: _____