

SOUTH ARKANSAS COMMUNITY COLLEGE
PROCUREMENT DEPARTMENT
334 West Hillsboro St. / P O Box 7010
El Dorado, AR 71730
870-864-7162



REQUEST FOR PROPOSAL

COLLEGE FOOD AND CATERING SERVICES

SACC-RFP-17/18-001

PROPOSALS MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on Tuesday, August 22, 2017

Proposal Delivery Address:

PROCUREMENT DEPARTMENT
Ann Southall
334 West Hillsboro St.
Facilities Management Building
El Dorado, AR 71730

COLLEGE FOOD & CATERING SERVICES

ACKNOWLEDGEMENT OF RECEIPT

Please fill in the requested information below as acknowledgement that you have received the Request for Proposal noted above. If your firm is interested in participating, this sheet must be completed and returned or faxed to the South Arkansas Community College Purchasing Office, Attn: Ann Southall, 334 West Hillsboro St or P O Box 7010, El Dorado, AR 71730 * Fax 870-875-7257. By doing this, we will be able to provide notification of any addenda to the RFP.

Name of Firm: _____

Fax #: _____ **Telephone #:** _____

_____ **Yes, our company does have an interest in responding**

_____ **No, our company does not have an interest in responding**

Name: (Print) _____ **Title:** _____

Signature _____ **Date:** _____

Email Address _____

Responses should be received by August 8, 2017.

**REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE**

Anticipated Procurement Timetable

RFP Release Date:	August 1, 2017
Mandatory Pre-Proposal Meeting:	August 8, 2017 at 1:00 pm at the El Dorado Conference Center
Proposal due date:	August 22, 2017 at 2:00 p.m. (CST)
Oral presentations:	TBD
Approx. Evaluation Completion Date:	On or before September 15, 2017
Contractor Commences Performance:	January 1, 2018

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO SOUTH ARKANSAS COMMUNITY COLLEGE PROCUREMENT DEPARTMENT.

Companies who do not attend the Mandatory Pre-Proposal meeting on August 8, 2017 will not be allowed to submit a proposal.

Company Name: _____

Name (Type or Print: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

PLEASE ATTACH A COMPLETED W-9 FORM.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of South Arkansas Community College prior to the official review of this bid.

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: _____

FOOD AND CATERING SERVICES

South Arkansas Community College El Dorado, AR 71730

I. General Information and Instructions for RFP

- A. **Request for Proposal:** South Arkansas Community College, also referred to as “SouthArk” or the “College”, an institution of higher education, is soliciting sealed proposals from qualified companies to establish a contract through competitive negotiations for College Food and Catering Services for various locations on the SouthArk campus. This proposal process shall be governed by the State of Arkansas Procurement Laws. The South Arkansas Community College Evaluation Committee will remain anonymous until the time of oral presentations. Offerors are prohibited from contacting evaluation committee members in regard to this proposal. Those found in violation are subject to proposal rejection. The sole point of contact for this proposal will be the Issuing Officer. The process of competitive negotiation being used in this solicitation provides the flexibility to negotiate with firms to arrive at a mutual agreeable and beneficial business relationship. All offers must be inclusive for the complete food service and catering programs.

Proposals will be accepted until **2:00 pm CST, August 22, 2017**

Sealed Proposals should be mailed or delivered to the following:

Ann Southall, APO, Manager, Procurement/Payables/Budget
South Arkansas Community College
334 West Hillsboro/P O Box 7010
Facilities Management Building
El Dorado, AR 71730

This solicitation does not commit the College to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure a contract for the articles of goods or services. The College reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of the College.

- B. **Term of the Contract:** The initial term of the contract(s) shall be for two (2) years, extending from January 1, 2018 through December 31, 2019 and may be renewed, in one (1) or two (2) year increments, not to exceed a total of seven (7) years. No other renewal period or extensions will be considered as part of this RFP process.
- C. **Type of Service:** Proposals will be received for the services specified herein or listed in documents hereto under the terms and conditions of this Request for Proposals and any general specifications attached.

- D. **Legally Binding:** Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- E. **Qualifications of Offerors:** Offerors shall be of known reputation and shall have sufficient experience and qualified personnel to perform adequately the prescribed service. Offerors shall submit evidence of qualifications as requested in the solicitation. Offerors shall complete and return. Attachment A - Offeror Data Sheet
- F. **Proposal Costs:** The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by the College.
- G. **Terms and Conditions:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the College, render such proposal unresponsive.
- H. **Compliance:** 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 Request for Proposal, the proposal may be rejected. Proposals must be signed to be considered.
- I. **Contract:** All provisions of this Request for Proposal and the successful Offeror's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
- SACC-RFP-17/18-001
 - All addenda issued pursuant to SACC-RFP-17/18-001
 - Contractor's proposal
 - All clarifications & negotiated modifications to Contractor's proposal
- J. **Addenda to RFP:** Any addenda to this RFP will be published Office of State Procurement website under Misc. Bid Opportunities at the following web address: <http://www.dfa.arkansas.gov/offices/procurement/Pages/miscBidOpportunities.aspx>
- K. **Proprietary information:** submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on

CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information. An **entire proposal marked "Confidential" will not be considered.**

- L. **RFP Content:** Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this "Request for Proposal." The failure or omission of the Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this "Request for Proposal" or to the "Negotiated Contract." Later claims for extra compensation for existing conditions that should have been foreseen had such an examination been made will not be honored.
- M. **Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference will be held **August 8, 2017** at 1:00 pm. The meeting will begin in the El Dorado Conference Center, El Dorado, AR 71730. The purpose of this conference is to fully acquaint potential Offerors with all conditions. During this conference, questions concerning the "Request for Proposal" will be answered, and a tour of the conference center will be conducted.

Attendance at the pre-proposal conference is a prerequisite requirement to be qualified to submit a proposal. Proposals will be accepted only from Offerors who are represented at the pre-proposal conference, as evidenced by the representative's signatures on the appropriate attendance roster. Failure to attend this meeting will disqualify the Offeror from submitting a proposal.

Attendance at the conference will be limited to five (5) employees per company. Attendees should bring a copy of this solicitation to the conference. Any changes resulting from this conference or subsequent written questions will be issued in a formal addendum.

Requests for additional site visits may be arranged by appointment only. Contact Barry Bagwell at 870-864-8448, email address: bbagwell@southark.edu.

The College reserves the right to restrict the number of visits and the number of participants per visit in order to allow for minimal interruption of the present dining operations.

Any information obtained from discussions or informal correspondence with College administrators or staff does not supersede the requirements of this RFP. Changes or clarifications to requirements shall be issued by official addenda.

- N. **Questions and Requests for Clarifications:** Offerors are requested to forward all questions, in writing, no later than **August 15, 2017, 2:00 p.m. CST**, to Ann Southall, email address: asouthall@southark.edu. No additional questions or clarifications will be allowed after this deadline.
- O. **Contract Termination:** Discussion Period: If at any time during the term of this agreement, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30)-day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30)-day discussion period, the party considering the termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party ninety (90) days written notice of its intention to terminate.

Right of Termination: This Agreement may be terminated by either party by giving the other party not less than ninety (90) days written notice that it will terminate the Agreement on the date specified; provided, however, that termination of the Agreement shall not be effective unless the terminating party has followed the discussion period provisions set forth above.

II. College Background

South Arkansas Community College (SouthArk) is an open enrollment public two-year college located in downtown El Dorado, Arkansas and accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools (HLC-NCA).

SouthArk was established by a vote of the citizens of Union County on March 31, 1992. Voters approved forming a community college district for the county, merging Oil Belt Technical College and Southern Arkansas University-El Dorado Branch to form a comprehensive community college. The college's designated service area includes not only Union county but also Bradley, Ashley, and Chicot Counties.

SouthArk offers 19 associate degrees and more than 40 certificates in health sciences, career technical education, liberal arts, and business and technology. For students who are planning to transfer to a four-year college, SouthArk offers the associate of arts degree. SouthArk's workforce programs are designed with industry driven curriculum and specialized accreditation. Articulation agreements with area universities also allows for seamless credit transfer and the University Center provides the opportunity for those universities to advise students and deliver courses on SouthArk's campus.

SouthArk's west campus is home to programs for general education, business and technology, and health care. At the heart of the main campus is Heritage Plaza, a green space for students to meet and relax between classes. Across the street, the El Dorado Conference Center, managed by the college, is also the home of the SouthArk Student Center where students' enrollment, registration, and support needs are met. SouthArk's east campus offers career technical programs for high school and post-secondary students. Non-credit classes at this site meet the

workforce needs of local employers and the interests of the community. SouthArk also has approved educational sites in Warren and Little Rock. Beyond the traditional classroom, SouthArk has an extensive online course and program presence where a student can earn an associate of arts completely online. Many other degree and certificate programs can be completed primarily or entirely through online courses.

With the combination of quality faculty and staff, innovative teaching, and first-rate facilities, SouthArk continues to make excellent education and workforce training available and affordable for the people of south Arkansas.

III. Statement of Needs

South Arkansas Community College emphasizes that its food service program is a contributing force in the continuing well-being and academic progress of students, faculty, and staff who have made the decision to attend and work at the College. Additionally, the catering program establishes the reputation of the El Dorado Conference Center to host large and small events for the city, county, and region.

Listed below will be key points in the College's assessment of needs:

- The food service program is an essential service among the College's educational responsibilities and activities and the contractor manages the food service
- The College manages the city-owned El Dorado Conference Center for the City of El Dorado and the contractor manages the catering operations.
- The food service contractor must design and maintain a food service program that enhances the quality of life for the students, faculty, and staff and creates an economical, well-staffed catering operation with multiple options for conference center customers. This charge to the contractor requires the following:
 - A) An experienced professional management staff.
 - B) The offering of quality and nutritious foods, which are attractively and courteously served in a clean and sanitary environment.
 - C) Satisfying portions at reasonable prices.
 - D) A well-trained and sufficient work force.
 - E) Convenient service schedules.
 - F) A "client-first" service attitude.
 - G) Economically sound operation practices.
- The College is seeking a company that is vitally interested in food service and the catering needs of the community and is looking for a contractor that is innovative, vigorous, imaginative, and realistically mindful of resource limitations, and with whom the College can develop a long-term partnership.

IV. Contract Administrator

The Vice President for Finance and Administration will serve as the College's administrator of this contract. The Director of the El Dorado Conference Center will have daily oversight responsibilities of scheduling catering services under the contract. The contract administrator shall manage all aspects of the contractual relationship to insure that the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are being fulfilled.

The Contract Administrator and the Director of the El Dorado Conference Center will be participants in the preparation, taste, presentation, and evaluation of food service. The Contract Administrator shall work with the contractor throughout the term of the contract. All instructions, questions, approvals, and special requests in connection with the contract shall be transmitted through the contract administrator. Other College personnel may be designated by the Contract Administrator or the Director of the El Dorado Conference Center to assist with the administration of the contract.

V. Proposal Preparation and Submission Requirements

A. General Requirements

1. RFP Response:

In order to be considered, Offerors must submit a complete response to this RFP. One (1) original, One (1) electronic disk or thumb drive copy and five (5) copies of each proposal must be submitted to the South Arkansas Community College Procurement Department. The Offerors shall make no other distribution of the proposals or the proposal will be rejected. Proposal shall be in three (3) parts as indicated below.

Volume I: Retail and Catering Program Proposal

Volume II: Meal Plan Program (Deductive Alternate)

Volume III: Executive Summary and Complete Financial Proposal (sealed separately)

2. Submission of Proposals:

Proposals shall be packaged and mailed or hand delivered so as to arrive at the location designated herein no later than the time and date set for receipt of the proposals. The signed proposal should be sealed and identified as follows:

FROM:

_____	August 22, 2:00 P.M. CST
Name of Offerors	Due Date and Time
_____	SACC-RFP-17/18-001
Street Address or Box Number	
_____	RFP Title
City, State, Zip Code	College Food & Catering Service

Name of Issuing Officer: Ann Southall

The proposal should be addressed as set forth on page (1) of this document. Proposals may be hand delivered to the location provided on page 1.

Contractors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office.

Correction or withdrawal by the Offeror of inadvertently erroneous proposals or the cancellation of an award or contract based on such mistakes will be considered only upon the Offeror's written request to correct or withdraw the proposal. This request must document the basis upon which the correction or withdrawal is sought.

3. Proposal Preparation

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the proposal being considered nonresponsive and therefore, disqualified.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability and capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be bound in three volumes as indicated.
- d. Offerors are cautioned that the College is not obligated to ask for or accept, after the closing date for receipt of proposals, data which is essential for a complete and thorough evaluation of the proposal. The College may award a contract based on initial offers received without the discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms possible.
- e. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposals should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposals should contain a table of contents that cross references the RFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposals and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the

evaluators are unable to find where the RFP requirements are specifically addressed.

- f. Ownership of all data, material, and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the laws of the State of Arkansas. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under laws of the State of Arkansas; however, the Offeror must invoke the protection of the State of Arkansas in writing, either before or at the time of the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or propriety information. Labeling the entire contents of the proposal is not acceptable and may result in disqualification of the proposal. The State of Arkansas Attorney General's Office will make the final determination regarding the request to classify information as protected, proprietary, trade secret and confidential material.

4. Site Visits by the College

Prior to or at the pre-proposal conference, provide the names, addresses, and contacts at three (3) campuses at which the Offeror provides programs similar to those the Offeror plans to propose for South Arkansas Community College. The campuses must include specific examples of retail and catering programs similar in size and scope to South Arkansas Community College.

Email to Ann Southall at asouthall@southark.edu

Provide the names, addresses, and contacts at two (2) conference centers or similar venues at which the Offeror provides services similar to those the Offeror is proposing for South Arkansas Community College.

The College reserves the right to make site visits at its discretion during the RFP process.

5. Oral Presentation

As part of the evaluation process, the College reserves the right to request the Offeror to make a formal, oral presentation. The Issuing Officer will schedule all necessary presentations. Each Offeror should be prepared to discuss and substantiate all areas of its proposal. This is a fact finding and explanation session only and does not include negotiation. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by

competing Offerors. The Offeror shall be responsible for all of its costs associated with the presentation. Oral presentations are an option of the College and may or may not be conducted.

B. Specific Requirements

Proposals should be as thorough as possible so the College may properly evaluate the Offeror's capabilities, philosophy, and approach toward providing the services outlined in the RFP. Offerors are required to submit the following items as a complete proposal.

1. Sign and return the Statement of Non-Collusion, Contract and Grants Disclosure forms, EEO Policy form, Illegal Immigrant Certifications and all addenda.
2. Offeror's Data Sheet (Attachment A) and other specific items or data requested by the RFP.

VOLUME 1: RETAIL AND CATERING PROGRAM PROPOSAL

Volume should include the following information – refer to Attachment B - Scope of Work.

A. Program Plan:

1. Establish a campus retail food program for South Arkansas Community College – including menu cycle development, hours of operation and service delivery philosophy and logistics development.
2. Establish a Catering/Service Program to include a tiered catering guide development, campus catering and service delivery philosophy and logistics development.

B. Marketing:

Marketing recommendations should be submitted with the proposal.

1. All marketing initiatives should be revised annually.
2. To include –
 - Market development strategies for all segments for South Arkansas Community College and the El Dorado Conference Center – they are: Retail Dining and Catering (please limit examples to two (2) each).
 - Include description of measurement tools to be used to gain insight into customer satisfaction, food preferences, and overall effectiveness.
3. Transition Plan:
 - If not incumbent vendor, develop a detailed transition plan submitted 30 calendar after award notification.
 - Must include, but is not limited, to the following:
 - Detailed outline of actual transition process, people and resources.
 - Identify who will be leading the transition team.
 - A forecast/budget of anticipated expenses for opening.

A written narrative of the general background, qualifications and experience of the Offeror in college and College services, to include, experience with similar size public College systems and management of retail food service and catering/service programs.

Complete details of programs, policies and other information associated with each section as outlined in Attachment C - Contractor Requirements, to include the following:

- A written narrative of the general background, qualifications and experience of the Offeror in college and College services, to include, experience with similar size public College systems and management of retail food service, meal plans for campus housed students and catering/service programs.
- References: Include a list of current and past clients, as well as a list of contracts lost or terminated within the last five (5) years, with the proposal. These references must be for food service programs with a similar scope to this proposal. Include the names, titles, addresses and telephone number of college administrators (particularly the campus liaison) who are in a position to evaluate the operation.
- The Incumbent: In the event of a transition, the incumbent contractor and the college shall provide the College with a complete inventory of food, supplies and equipment. The incumbent shall also isolate income and expenses through the last day of the current operation to provide a clean slate to the incoming Offeror and work collaboratively with the College and incoming Offeror to assist with an orderly transition.

VOLUME II: MEAL PLAN PROGRAM (DEDUCTIVE ALTERNATE):

Future needs: We are reviewing options for meal plans for students, with options available for one-meal and two-meal plans. As a deductive alternate to this RFP, please include a plan for:

- Breakfast and Lunch (Two-meal plan) Monday through Thursday for up to 100 Students while semesters are in session
- Breakfast or Lunch (One-meal plan) Monday through Thursday for up 100 Students while semesters are in session

VOLUME III: EXECUTIVE SUMMARY and FINANCIAL PROPOSAL:

Volume should include the following information (refer to all attachments for information specific to Volume III):

- A written narrative describing in vivid detail the Offeror's view and philosophy of food service operations at the South Arkansas Community College. Focus especially on how food service intends to integrate itself into the campus mission and culture.

- A narrative overview of the proposed retail dining operation.
- A narrative overview of proposed “**Catering Programs**”.
- A narrative overview of proposed deductive alternate “**Meal Plan Programs**”.
- Financial Statements: An overview of the organization’s current financial condition with copies of the last three (3) years audited financial statements.
- Provide complete pro forma, generated for purposes of this RFP, for each service type.
- Detailed view of a true "Financial Partnership" as it relates to expected profit returns for the College, including any caps on profit, and profit split recommendations.
- Provide any additional financial information the Offeror may think is valuable in realizing that the College is looking for a financial partner as part of this RFP.

VI. Evaluation and Award of Contract:

A. Evaluation Criteria:

- A contract shall be awarded to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the College. The College is not bound to accept any proposal based solely on price, but will make an award based on the evaluation factors set forth herein. The College further reserves the right to reject any and all proposals, and the College will be the sole judge as to whether the Offeror's proposal has or has not satisfied and met the requirements of this RFP.
- Proposals will be evaluated by the South Arkansas Community College Evaluation Committee using the following criteria:
 1. Qualifications and experience of Offeror in providing the services outlined in the RFP. The College will be especially sensitive to the qualification and experience of the proposed professional management staff. Also included is the Offeror's experience with similar size public College systems and a demonstrated verifiable track record of managing similar dining programs. Please include resumes and profiles of proposed management team, division, and corporate resource support services. Also, please include Offeror's experience, vision, skill, and interest in developing cutting edge retail dining programs for a campus environment.

Point Value for Section One – 30 Points
 2. References and past experience in providing comparable services to other similar clients. The College will also evaluate its belief in the Offeror's ability to translate the sales proposal narrative into operational reality.

The same type of evaluation will take place for all facets of the financial proposal to insure belief that the proposal is feasible.

Point Value for Section Two – 15 Points

3. Program plan and methodology to be used to perform the services outlined in the proposal. This includes quality, vision of success, and the understanding of SouthArk's requirement for exceptional service. Special emphasis will be placed on the development of new and fresh approaches to campus dining programs. This development should address, "the development of a focused strategic food service model".

Point Value for Section Three – 30 Points

4. Proposed Financial Offer: Offeror's plan should demonstrate the ability to plan for and build revenue and contribution streams to the College. This includes evaluation of proposed financial planning, reporting, and management systems that will be used at the College. The College will be sensitive to the model proposed by the Offeror for managing price, rate and cost issues, and the ability of the Offeror to bring professional resources to campus to enhance the South Arkansas Community College Campus Services.

Point Value for Section Four – 25 Points

B. Award of Contract

The College will select the top finalists that are deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal (RFP), including price, if so stated in the Request for Proposals. The top finalists may be required to give an oral presentation to representatives of the College at a mutually agreed upon time. Negotiations shall be conducted with the Offerors upon the completion of the oral presentations. Price shall be considered, but is not the sole determining factor. After negotiations have been conducted with each Offeror, the College shall select the Offeror, which in its opinion has made the best proposal, and shall award the contract. The College may cancel this Request for Proposal or reject proposals at any time prior to an award. Should the College determine, in writing and in its sole discretion, that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

South Arkansas Community College is interested in pursuing and establishing a partnership with an Offeror who demonstrates, through its proposal and oral presentation, that it is proposing a viable business relationship.

IX. Financial Offer:

Offerors should propose a comprehensive financial offer that includes a guaranteed return to the College and the Contractor's return, to include both fixed and variable fees. The College is interested in recommendations, for any profit above and beyond the guarantee to the College and the Contractor's fixed and variable fees, of a split arrangement between the College and the Contractor. The College expects the Offeror to earn the variable portion of its fee by achieving a set of mutually agreed upon performance criteria. The Offeror may earn all, a portion of, or none of the variable fee depending on its success in achieving these goals.

FORMS TO BE ATTACHED WITH SUBMITTAL

** Financial Documents submitted in Separate Sealed Envelope

1. Response to RFP
2. Official Pricing Sheet
3. Appendix A – EEO Policy
4. Appendix B – Illegal Immigrant Certification (with screenshot of certification)
5. Appendix C – Independent Price Determination Certification Statement
6. Appendix D – Bid Price Certifying Statement
7. Appendix E - Certification Form
8. Insurance Documents outlined on page 27 of RFP document
9. Contract Grant and Disclosure Certification
10. W-9 form

VENDOR PERFORMANCE STANDARDS

The following Performance Standards will apply to this RFP.

Service Criteria	Acceptable Performance	Compensation/Damages
Adherence to College Requirements	Reference all articles of RFP	Termination of Contract: Reference section I- General Information and Instructions of RFP, This termination clause will apply for the insufficient performance of services by vendor at the sole discretion of the South Arkansas Community College
Adherence to Commitments in Scope of Work	Reference all articles of RFP specifically Attachment B - Scope of Work	Termination of Contract: Reference all articles of RFP – specifically Attachment B – Scope of Work in RFP. This termination clause will apply for the insufficient performance of services by vendor at the sole discretion of the South Arkansas Community College

ATTACHMENT A

**OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATION OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. OFFERORS SHALL HAVE A MINIMUM OF FIVE (5) YEARS EXPERIENCE IN PROVIDING THE SERVICES DESCRIBED HEREIN.

2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business (specify) providing this type of work:

Type of Business: _____; _____ years _____ months.

3. **BUSINESS STATUS:**

A. Type of Organization (circle one):

Individual

Partnership

Corporation

Sole Proprietor

Other (explain) _____

B. Please check all that apply below to describe the Offeror's business:

_____ (MB) MINORITY OWNED. Defined as actively managed and at least fifty-one percent (51%) owned by an American citizen of one of the following ethnic backgrounds: Native American, Black, Hispanic, Asian or Asian Pacific.

_____ VETERAN OWNED. Defined as a person honorably discharged from a tour of active duty, other than active duty for training only, with the armed forces of the United States; or any person who has served honorably in the National Guard or reserve forces of the United States for a period of at least six (6) years, whether the person has retired or been discharged or not.

ATTACHMENT B

SCOPE OF WORK

I. General

This contract will be for food service operations for the retail and catering food service program in the El Dorado Conference Center for South Arkansas Community College.

The successful Offeror shall purchase, prepare, and serve food and food products on the South Arkansas Community College campus, provide balanced meals for the College students, faculty, staff, and guests on hourly schedules which may be determined by negotiation between the College and the Offeror for all food service facilities and operations for all meals, refreshments, breaks, receptions, banquets and conferences.

This **does not** include food used for educational purposes, non-state funded departmental parties, potlucks, and private food donations for state employees, departments and organizations of the College. All non-South Arkansas Community College organizations, companies and individuals must use the exclusive catering contract.

Competing catering companies will not be allowed on campus to provide food unless both the Contract Administrator and the vendor have agreed in writing. The College does not desire to receive proposals for any of the operations on an individual basis.

Vended food, candy, and beverages are not included in this contract. The College reserves the right to negotiate an exclusive contract with a major soft drink and snack vendor during the entire term of this contract. This exclusive contract, in addition to vending, may encompass all food service facilities on campus. The College will insure pricing to the successful Offeror will be better or the same as its national contracted pricing with the approved soft drink vendor.

II. Objectives

The College seeks to accomplish the following objectives as a result of this RFP process. This list is not considered all-encompassing and is listed in no particular order of importance.

- A. To offer the latest food concepts in the retail cafe, in addition to exceptional service and convenient operating hours, which are a direct reflection to the needs of the students, faculty, staff, and guests.
- B. To provide a maximum quality catering service for the El Dorado Conference Center for ALL catering events.
- C. To implement professional, across-the-board marketing strategies for both retail and catering operations.
- D. To develop financial controls and reporting systems which meet the needs and expectations of the College.
- E. To provide the College with an expertly trained professional food service staff for both catering and retail operations.
- F. To employ the latest in Point-of-Sale technology in the retail café that includes the use of debit and credit cards.

III. Service Requirements - Bistro Cafe

The retail café (currently known as the Bistro Cafe) is the retail food establishment for South Arkansas Community College. It is located on the bottom floor of the El Dorado Conference Center. It currently serves a variety of both hot and cold options for breakfast and lunch. The current operating hours are 8AM-2PM on Monday – Thursday and 8AM -12PM on Friday. The Bistro Cafe is closed on all South Arkansas Community College holidays and any emergency weather days as determined by the College. Service requirements for the Bistro Café are as follows:

- A. The Offeror shall prepare breakfast and lunch via Bistro Cafe for students, college staff and outside patrons on Monday-Thursday. Breakfast only shall be provided on Friday. The hours of operation are generally 8AM-2:00 PM but can vary based on campus activities or special events.
- B. The Offeror shall implement modern Point-of-Sale strategies for the Bistro Cafe to assist South Arkansas Community College in delivering meal options to students, faculty, staff and guests. This should include the ability to accept student meal cards, debit cards, credit cards and cash.
- C. Weekly Bistro Café Menus should be posted electronically on Friday of the week prior to the start of the menu period.
- D. The Offeror shall perform all hiring and staffing activities related to the delivery of dining services for the “Bistro Cafe” with coordination and consultation of the management of the El Dorado Conference Center.
- E. The Offeror shall perform marketing and branding related activities for “Bistro Cafe” with coordination and consultation of the management of the El Dorado Conference Center.
- F. The Offeror will provide background clearances for all contract personnel to the South Arkansas Community College Chief of Public Safety prior to working on campus.

IV. Service Requirements - El Dorado Conference Center

The El Dorado Conference Center is the premier venue in South Arkansas for corporate, social, organizational and educational events. It has over 13,000 square feet of event space and offers full service catering for over 300 events per year. It is owned by the City of El Dorado and is currently under a management agreement with South Arkansas Community College. It is closed only during certain major holidays or for emergency weather days.

- A. The Offeror shall provide all catering services for events scheduled at the El Dorado Conference Center. The El Dorado Conference Center office is responsible for scheduling all events and providing Banquet Event Orders (work orders) to the catering department.
- B. The Offeror shall perform all hiring and staffing activities related to the delivery of dining services for the El Dorado Conference Center with the coordination and consultation of the management of the El Dorado Conference Center.

- C. The Offeror shall perform marketing and branding related activities for the El Dorado Conference Center with coordination and consultation of the management of the El Dorado Conference Center.
- D. The Offeror will provide background clearances for all contract personnel to the South Arkansas Community College Chief of Public Safety prior to working on campus.

V. Service Requirements – General

- A. Through its suppliers, the Offeror shall perform all food service procurement activities including ordering, stocking and inventory management. In addition to food, this shall also include all disposables, wares, utensils, china, linen, uniforms and delivery carts and catering display items.
- B. The Offeror shall perform all safety aspects of food service delivery by using established policies and procedures. These policies and procedures should be based on current scientific data and established “best practices” and be in compliance with all state and local food service guidelines.
- C. The Offeror shall mandate appropriate food service attire for all of its staff including temporary staff. Additionally, staff personnel should have visible identification.
- D. The Offeror shall provide South Arkansas Community College with all requisite invoicing documentation in an approved format and based on deadlines set forth by the business office of South Arkansas Community College.
- E. The Offeror shall provide an on-site Food Service Manager. This individual should have a minimum of three (3) years’ experience managing at public institutions or restaurants; a history of graduated supervisory experience in all areas of the food service operations; personal and people skills; have recognizable leadership skills; be dependable and self-motivated with an optimistic attitude.

Catering Commissions - The College will require a minimum of five percent (5%) return on net sales from on campus catering and Interdepartmental Catering and fifteen percent (15%) for off campus catering. “Net Sales” is defined as “Gross Sales - Sales Tax.”

- **SouthArk and the El Dorado Conference Center** – The College and the El Dorado Conference Center are adjacent to downtown El Dorado, Arkansas. The downtown area, a Main Street USA 2014 winner, is also the new home of the Murphy Arts District (MAD) with entertainment venues under construction and planned in further phases. SouthArk, as the manager of the conference center, fully expects the Offeror to assist in the business development of programs that augment and enhance the entertainment offered via MAD venues.
- **Financial Partnerships** – Propose and detail a program that will provide a reasonable financial return to both the College and the Contractor.

ATTACHMENT C

CONTRACTOR REQUIREMENTS

In order for South Arkansas Community College to be a knowledgeable partner with our food service provider, the College must be an informed consumer. This section details requirements regarding the on-going operation of the South Arkansas Community College/El Dorado Conference Center food services. These requirements are separate from the “*Program Proposal*” submission. Contractors are required to address each of the following criteria in the order presented below. These materials should provide details, policies, and other pertinent information, which cumulatively present a clear foot print of the data and interpretative avenues the College will have to judge program development and growth. For areas such as financial reporting, the contractor should offer sample reports, proposed benchmarks, statistical information, etc. as examples. The information presented from this section of the proposal will become part of the contract between the successful Contractor and the College.

- A. **Financial and Program Information Requirements:** Upon award of the contract, the Contractor is required to submit the following:
1. **Monthly Reports:** Within fifteen (15) days of the closing of the current period, contractor should submit detailed monthly client statement to include the following:
 - **Client Statement** - Provide monthly detail of all revenues, expenses, and profit distribution for each business unit.
 - **Meal Plan Participation Review (Deductive Alternate)** - Provide monthly summary of plan usage/missed meal, including meal equivalency as a review of how it compares to the benchmark.
 - **Performance to Plan Target Report** - Include all revenues, expenses, and profit distribution. Additionally, provide examples of marketing activities and how the results of these activities measured against the anticipated benchmark results.
 - **Statistical Information Recap** - Provide monthly statistical recaps for items such as resident meal plan participation, meals per labor hour, sales per labor hour, and average check for all business units.
 - **Employee Training Programs** - Detail continuing training that has taken place during this period. Also include how employee training enhances the employee’s ability to perform the job as well as enhance customer service.
 2. **Quarterly Reports:** Within fifteen (15) days of the closing of each quarter, the following is required of the contractor:
 - **Financial Summary** - Provide a detailed client statement(s) including revenue streams, costs in the three (3) major expense categories, and profit distribution. The College will review all financial information; however, special attention will be given to negative variances to benchmarks.
 - **College and Corporate Review** – The contractor will be required to meet with the contract administrator within thirty (30) days of the closing of the quarter to review the financial and performance data with the following used as an outline for the discussions:

- Review financial variances, agreed upon statistical information, and recovery plans as warranted by quarterly financial results.
- Review key issues from the development plans with focus on the Contractor's ability to meet the benchmarks established.
- Review and discuss “hot” topics, such as service hours, marketing efforts, portion size adjustments, and client satisfaction issues.
- Complete safety review and discuss any safety concerns in all dining service areas.
- Review Health and NSF inspections.
- Report on injury, loss, and illness.

3. Annual Planning and Timelines:

- On October 1 of each contract year, SouthArk requires the submission of a pro-forma budget from the Contractor. This budget will be developed concurrently with recommended program development and price proposals for College consideration and approval. The projected budget should be updated by May 1 for final review and discussion between the Contractor's and College's representatives.
- No later than April 1 of each contract year, the College requires its Contractor to develop and submit for discussions and approval a comprehensive Annual Plan, which shall include, but not be limited to, the following:
 - Strategic Operational Plan
 - Strategic Marketing Plan
 - Strategic Budget Benchmark Analysis
 - Evaluation and Assessment of Prior Year
 - Comprehensive Dining Report
 - Management Development Schedule

4. Information Formats: Specific reporting formats and level of detail required will be mutually agreed upon by the Contractor and the Contract Administrator to allow for accurate oversight and audit by the College.

B. Organizational Structure:

The contractor shall perform the following:

- 1. Corporate Organizational Directory and Chart: Provide a copy of the Offeror's organizational directory and organizational chart with a listing of services or resources that are available through the district office or corporate headquarters to supplement the on-site program.**
- 2. Program Organizational Chart: Provide a proposed organizational chart for the on-site staff to include reporting relationships.**

C. **Employment Policy and Training Schedule:**

The contractor shall perform the following:

1. **Personnel:** Provide sufficient, trained, qualified, and licensed (as necessary) personnel to perform the duties required in accordance with the specifications and have sole responsibility in terms of salary, benefits and taxes.
2. **Appearance:** Ensure that all employees are dressed in clean, neat-appearing uniforms to include proper footwear and identification while working on College premises. Personnel should maintain a well-groomed appearance. All body art including tattoos must be covered and body piercing items should not be worn.
3. **Staffing Plan:** Provide a staffing plan for each venue and maintain an adequate staff of employees on duty at each shift and at each operation of the College to ensure efficient operation to include cleanliness of facility.
4. **Management Personnel:** Provide professionally trained and salaried management personnel in each venue as designated by the College. All management personnel hiring and assignment requires College approval. The contractor's management staff shall cover all meals, preparation, special dinners, catering events and operation hours as determined by the College.
5. **Training Programs:** Provide copies of employee training programs to include areas such as customer service, OSHA safety, food safety, employee development, etc.
6. **Training Schedule:** Within sixty (60) days of award, provide a schedule of employee training programs. On an on-going basis, provide monthly reports of training programs for employees who have participated in initial and refresher training courses, as necessary, in order to maintain a well-run, customer friendly, and safe operation.
7. **Student Labor:** To the extent possible, use student labor. As a result of the College's learning-centered focus, the College has a special interest in student management training programs.
8. **Student Labor Costs:** Employ students where possible to effectively execute the contract. Contractor will incur all costs associated with hiring, employment and training of these student employees. All FICA, Workmen's Compensation, and other employment-related expenses shall be borne by the contractor(s).
9. **Time and Attendance Records:** Provide an auditable time and attendance system for contract employees.

10. **Identification:** All personnel employed by the contractor will carry company or corporate identification while on College property. ID badges must be worn by all personnel.

D. Quality Control Program

The Contractor shall perform the following:

1. **Food Quality:** Provide the levels of food quality that must be maintained as part of the proposal. Records of procurement procedures assuring these standards will be maintained and will be made available at any time to the Contract Administrator.
2. **Emergency Operations:** The contractor(s) shall be required to operate food service under emergency and/or unpredictable circumstances, e.g. breakdown of equipment, power failure, inclement weather closings, and terrorism alerts, etc. A detailed plan of operation during emergency operation must be provided.
3. **Food Preparation:** Food should be prepared and cooked the day it is served, as close to the meal period as time will permit.
4. **Leftover Foods:** Leftover foods should be kept to a minimum of 45 degrees refrigerated and properly stored, if retained. Leftover foods must be disposed of after a twenty-four (24) hour period.
5. **Food Distribution:** Special attention should be given to developing relationships with local shelters for food distribution.
6. **Location:** All cooking and preparation of food shall be performed on campus, unless mutually agreed upon by the contractor(s) and the Contract Administrator.

E. Maintenance Schedule

The contractor(s) shall perform the following:

1. **Schedule and Staffing:** Provide a maintenance schedule to include staffing and scheduling to provide the following services: cleaning of all preparation and serving areas.
2. **Safety:** Adhere to all state, federal and OSHA regulations.
3. **Standards:** The contractor developed standards must meet College requirements and be subject to inspection by the Contract Administrator.
4. **Certification:** All certification and verification requirements are the responsibility of the contractor and should be available upon request by the Contractor Administrator.

5. **Neglect and Misuse:** Any repair of equipment and facilities due to misuse or negligence will be charged to the contractor. At the inception of this contract, all equipment and facilities will be inspected to assess the “AS IS, WHERE-IS” condition at the mutual satisfaction of the College and the contractor.

F. **Sanitation Schedule and Environmental Maintenance**

The contractor(s) shall perform the following:

1. **Standards:** Maintain National Sanitation Foundation standards for food service establishments, keeping all work and service areas clean and orderly.
2. **Rating:** Maintain a Health Department Grade of ninety-five percent (95%) at all times. Copies of all Health Department inspection reports shall be provided to the College upon request.
3. **Deficiencies:** Immediately remedy any shortcomings within its control and responsibility. If the contractor fails to rectify and remedy any such deficiencies in its operations with due dispatch, the College may terminate the contract.
4. **Timeliness:** Be responsible for the timely removal of any dishes or trays left on the tables. Promptly remove equipment, debris, and food residue from areas following the completion of the meal or meeting when the Contractor caters or provides food service in a meeting, class, conference room, or at outdoor events.
5. **Daily Custodial:** Provide all custodial services that are required for daily routine housekeeping duties including all surfaces and all equipment in each facility. Keep all floor coverings swept/vacuumed daily and as needed.
6. **Trash Removal:** Be responsible for all trash removal and disposal from all food service areas.
7. **Laundry Service:** Be responsible for all laundry service associated with its operations.
8. **Recycling:** Comply with all current and future College recycling programs. Be responsible for breaking down all cardboard for recycling.
9. **Energy Consumption:** Manage energy consumption and comply with energy conservation practices and policies as mutually agreed upon between the contractor(s) and the College. **The College shall not be liable for any loss that may result from the interruption or failure of any utility.**
10. **Grease Removal:** The contractor(s) shall be responsible for all grease trap removal/recovery for all grease trap locations on campus.
12. **Waste Prevention:** Employ all reasonable measures to reduce and prevent waste.

13. **Equitable Application**: Apply all programs addressing quality control, maintenance, and sanitation equally to all food service areas.
14. **Inspection**: The College reserves the right to inspect all dining areas, kitchen and preparation areas, storage areas, offices and any other space under the contractor's control at any time, with or without notice.
15. **Certification**: All certification and verification are the responsibility of the contractor and shall be available upon request by the Contract Administrator.

G. Administrative

The Contractor will perform the following:

1. **Equipment**: The College shall furnish necessary equipment that is affixed to the building under this contract. Contractor will be responsible for all catering supplies, cleaning supplies, cleaning equipment, office furniture and office equipment. No equipment should be purchased without consent of College representative's approval.

Existing furniture and equipment presently being used belonging to the College shall remain in proper condition.

The College will promptly make repairs to facilities which are required as a result of normal wear and tear and not caused by negligence of the contractor or its employees.

The contractor shall also assume liability for damages caused by negligence of food service employees.

2. **Stolen Goods**: The College will not be accountable for any cost of stolen materials, tools, and equipment not owned by the College.
3. **Outside Contracts**: Manage outside service contracts as required or assigned.
4. **Time and Attendance Records**: Provide an auditable time and attendance system for contractor employees.
5. **Transportation**: Furnish all transportation necessary to adequately provide the contracted and catering services. Include make, model and year of all transportation vehicles that will be provided for the SouthArk Campus.
6. **Work Area Custodial Standards**: Maintain sufficient personnel to adequately keep all work areas clean and orderly to the satisfaction of the College, local, state, and federal requirements.

7. **Insurance:** The Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverage for the period of the contract:
- a. **Commercial General Liability**, including Products Liability, with not less than \$1,000,000/ \$2,000,000 each occurrence for bodily injury, products liability, contractual liability and property damage liability.
 - b. **Comprehensive Automobile Liability**, with not less than \$1,000,000 combined single limit coverage for bodily injury and property damage. This policy shall cover any vehicle being used in the management, operation or delivery for the operation.
 - c. **Property Insurance**, on all property owned by the contractor. Policy should provide "all risk" coverage in the amount of the contractor's property, including inventory, as is located on the College's premises.
 - d. **Umbrella Policy:** \$5,000,000 Limit of Liability per occurrence. This limit may be reduced by the amount that the comprehensive general liability exceeds \$1,000,000, to a minimum limit of \$2,000,000.
 - e. **Workers' Compensation Insurance** as prescribed by Arkansas statutory law.
 - f. **Unemployment Compensation Insurance** as prescribed by Arkansas statutory law.

Prior to the beginning of each contract period, the Contractor shall furnish certificates showing that such insurance is in effect. The protection afforded under the policies must not be canceled or reduced until at least thirty (30) days after written notice is received by the College from the insurance company or agent.

The liability policy(ies) must name the South Arkansas Community College as additional insured for the Food Service Operations.

The insurance company must have an A.M. Best rating of A+ VIII or better.

ATTACHMENT D

DESCRIPTION OF CURRENT PROGRAM

Position Overview of Current Program:

The College offers a Bistro Cafe for breakfast and lunch five days a week for students and employees. Our catering operations range from a "no frills" catering service to "black tie" gourmet presentations. During the past, the College has enjoyed a productive partnership with the College's food service vendor. The College's intention is to establish a true partnership with its food service vendor of choice in order to allow the program to grow and respond to the needs of the College's students and the community.

Future Direction of the South Arkansas Community College Dining Service Programs:

SouthArk has maintained an average enrollment of approximately 1,500 students over the past several years. However, a new Arkansas Law was passed in 2017 to allow Community Colleges across the state to have dormitories and SouthArk wants to partner with a food service company that can potentially help the college grow through an on-campus residence facility. The College's current food service provider has conducted various surveys, which provided the College with some insight as the College begins to address the needs of our students. The College is seeking a food service provider that will take the initiative in researching, developing, and instituting a dining service program that is consistent with today's trends in College dining. Additionally, the College seeks a food service provider with timely, innovative ideas, who aggressively surveys the population, and engages in self-examination to bring about new and innovative programs to campus and conference center Dining Services and potentially including our East Campus location for dining services.

Current Points of Service:

Dining Service on the SouthArk campus consists of a retail and catering services for the conference center. The retail and catering services are located in the conference center.

2. Bistro Bucks

Bistro Bucks are a Declining Cash Balance (DCB) fund automatically deposited onto the student ID card. The amount of DCB is to be used in the form of declining cash balance at the retail cafe. DCB amounts are a great value and are convenient to use. The Fiscal Year 16-17 amount used via DCB was \$9,600.

Current Serving Hours for the Bistro Cafe:

Monday – Thursday	8:00 am – 2:30 pm
Friday	8:00 am – Noon
Saturdays and Sundays events	As necessary to support major conference center

ATTACHMENT E

HISTORICAL FINANCIAL INFORMATION

<u>Year</u> <u>Ending</u>	<u>Bistro</u>	<u>Catering</u>
6/30/2017	63,284.45	258,178.71
6/30/2016	59,679.43	208,879.45
6/30/2015	85,038.24	204,323.07
6/30/2014	95,290.70	194,228.00
6/30/2013	98,993.64	252,561.40
6/30/2012	71,591.18	227,360.54
6/30/2011	9,472.10	63,653.93

ATTACHMENT F

TERMS AND CONDITIONS

- A. South Arkansas Community College may NOT contract with another party:
1. To lease any equipment for a period of time which continues past the end of a fiscal year, unless a term of the contract allows cancellation by the College upon 30 days written notice whenever there are no funded appropriations for the equipment. A suggested term is set forth at C.2 below.
 2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
 3. To indemnify and defend that party for any liability and damages. However, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to College use or possession of equipment and reimburse that party for the loss caused solely by the College's use or possession (this is the only form of indemnification to which the State can agree).
 4. Upon default to pay all sums to become due under a contract.
 5. To pay damages, legal expenses or other costs and expenses of any party.
 6. To continue a contract once the equipment has been repossessed.
 7. To conduct litigation in a place other than Union County, Arkansas.
 8. To agree to any provision of a contract that violates the laws or Constitution of the State of Arkansas.
- B. A party wishing to contract with the College should:
1. Remove any language from its contract that grants to it any remedies other than:

The right to possession

The right to accrued payments

The right to expenses of de-installation

The right to expenses of repair to return the equipment to normal working order, normal wear and tear expected

The right to recover only amount due up to the point of repossession and any unamortized nonrecurring costs as allowed by Arkansas Law.
 2. Include in its contract that the laws of the State of Arkansas govern the contract.

3. Acknowledge in its contract that contracts become effective when awarded by the College.
- C. South Arkansas Community College MAY contract with another party:
1. To accept the risk of loss of the equipment and pay destruction, loss or damage of the equipment while the College has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the College to carry insurance for such risk.
 2. To agree to the following provisions:

In the event funds are not appropriated for the equipment described in this agreement, the College may, upon 30 days written notice to vendor/ lessor, cancel this agreement as to that equipment for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment described in this agreement, customer may, upon 30 days written notice to vendor/ leaser, cancel this agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.

- D. Attorney General's Opinion 94-101:

“In the event that the anticipated term of any contract (which includes a continuing financial obligation of the State) extends beyond the current biennial period, the contract will be terminable on the part of the State at the end of the current biennial period. *The Director of the Office of State Procurement must approve any and all terminations. The State may agree to continue the contract, but in no case will any renewal cause the contract to continue beyond a biennial period for which the contract is renewed.* Any services or products on contract accepted by the State must be paid for but this does not obligate the State to continue the contract beyond the end of the biennial period.”

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the Request for Proposal (RFP) override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal(s) are accepted by the College.
2. **ACCEPTANCE AND REJECTION:** The College reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the College and the State of Arkansas. This RFP does not in any way commit the College to contract for the commodities/services listed herein.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the College's Purchasing Office on this form, with attachments when appropriate, on or before the date and time specified for the proposal opening. If this form is not used, the proposal may be rejected. Each proposal submitted must be properly identified with a minimum of Proposal Number, Time and Date of Opening. The proposal should be typed or printed in ink and must be signed. The signature must be in ink. The person signing the bid should show title or authority to bind his firm in a contract. Late proposals will not be considered under any circumstances and will be returned to submitter. Faxed or emailed submissions will not be accepted.
4. **SIGNATURE:** Failure to sign the proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in a contract. Signature means a manual, 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 a 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 were changed, the electric signature is invalidated.
5. **NO PROPOSAL.** If not submitting a proposal, the interested party should respond by returning the front page of this form, making it a "No Response" and explain the reason.
6. **PRICES:** Bid pricing or the unit price to include F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the RFP. Unless otherwise specified, the bid must be firm for acceptance for ninety (90) days from the bid opening date. "Discount from list" proposals are not acceptable unless requested in the RFP. Time or cash discounts will not be considered. Quantity discounts should be included in the pricing offered.
7. **QUANTITIES:** The quantities stated on "firm" contracts are actual requirements on the College. The quantities stated in "term" contracts are estimates only, and are not guaranteed. Bid unit price is on the estimated Quantity and unit of measure specified. The College may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** 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 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 reserves 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 bidder to supply additional descriptive material. The bidder

guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

9. **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 invitation. The vendor hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees 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.
10. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the College. Each sample should be marked with the vendor's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at vendor's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
11. **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 bidder.
12. **AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
13. **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.
14. **AWARD:** Any contract, as the result of the RFP, shall be awarded with reasonable promptness by written notice to the successful vendor whose proposal meets the requirements and criteria set forth in the RFP. The College reserves the right to award item(s) listed in this RFP "all or none", "individually" by "groups" or by any other method as deemed in the best interest of the College as deemed by the APO. In the event all proposals exceed available funds, as certified by the appropriate fiscal officer, the agency purchasing official is authorized in situations where time and economic considerations preclude re-solicitation of work of a reduced scope to negotiate any adjustment of the submitted pricing, including changes in the RFP requirements, with a vendor, in order to bring the proposal within the amount of available funds.
15. **TERM OF CONTRACT:** The RFP will show the period of time the term contract will be in effect.
16. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend

delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

17. **DELIVERY ON CONTRACTS:** The RFP will show the number of days to place a commodity, equipment and/or service in the College'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 College Purchasing Department has the right to extend delivery if reasons appear valid. If the vendor cannot meet the delivery date, the College reserves the right to procure the item(s) elsewhere and any additional cost will be borne by the vendor.
18. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the College. Delivery shall be made during work hours only 8:00 a.m. to 4:30 p.m., Monday – Friday excluding legal holidays, unless prior approval for other delivery has been obtained from the College. Packing memoranda shall be enclosed with each shipment.
19. **DEFAULT:** All commodities, equipment or services furnished will be subject to inspection and acceptance of the College after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the College 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 vendor. The vendor must give written notice to the College of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
20. **VARIATION IN QUANTITY:** The College assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
21. **INVOICING:** The vendor shall be paid upon the completion of all of 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 numbers(s) and (3) proper and legal processing of the invoice by the College. Invoices must be sent to the "Invoice To" point shown on the purchase order.
22. **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 and be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
23. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the College harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
24. **ASSIGNMENT:** Any contract entered into pursuant to this RFP is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
25. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the State's waiver of its right of sovereign immunity.

26. **LACK OF FUNDS:** The College may cancel this contract to the extent funds are no longer legally available for expenditure. The College will return any delivered but unpaid for commodities in normal condition 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 goods, or, if the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas State Claims Commission.
27. **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 will not discriminate against any employee or applicant for employment because of race, age, gender, sex (including pregnancy), religion, national origin, marital or parental status, disability, veteran status, sexual orientation, gender identity, or any other characteristic protected under applicable federal or state law; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, age, gender, sex (including pregnancy), religion, national origin, marital or parental status, disability, veteran status, sexual orientation, general identity, or any other characteristic protected under applicable federal or state law; 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 will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
28. **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.
29. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this RFP, the vendor, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the College 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 this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
30. **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.
31. **CANCELLATION:** See Section 50.5 Termination of Contract through 50.6.1 Termination Claims.
32. **ALTERATION OF ORIGINAL RFP:** The original written or electronic language of the RFP shall not be changed or altered, except by approved written addendum issued by the College Purchasing Office. This does not eliminate a vendor 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 wishes to make exception(s), to any of the original language, they must be submitted by the vendor in a separate written or electronic document, in language that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contactor's response may be declared as "non-responsive" and the response will not be considered.

33. **SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including SouthArk.
34. **INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:** In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or College in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.
35. **CONTRACT AWARD:** Once the RFP process has been completed and a vendor selected, the Arkansas Legislature will review this contract before it can be executed. This process could take a minimum of 60 days.

APPENDIX A

South Arkansas Community College
Procurement Department
P O Box 7010/334 West Hillsboro St
El Dorado, AR 71730-7010

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

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

Submitting your EEO Policy is a one-time requirement. The South Arkansas Community College Purchasing Department will maintain a file of the EEO Policies or written responses received.

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

If you have any questions, please call the Purchasing Department at 870-864-7162.

Thank you,
Ann Southall, APO
Manager, Procurement/Payables/Budget

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING PROPOSAL:

- EEO Policy attached
EEO Policy previously submitted to SouthArk Purchasing Department
EEO Policy is not available

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

APPENDIX B

South Arkansas Community College
300 South West Ave * P O Box 7010
El Dorado, AR 71730
Tel: 870-864-7162
Fax: 870-864-7122

Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any contractor, business or individual, having a public contract with a state agency for professional services, technical and general services, or any category of construction, in which the with the total dollar value of the contract is \$25,000 or greater must certify, prior to the award of the contract, that they do not employ or contract with any illegal immigrants.

For purposes of this requirement, "Illegal immigrants" means any person not a citizen of the United States who has:

- (A) Entered the United States in violation of the Federal Immigration and Naturalization Act or regulations issued the act;
(B) Legally entered but without the right to be employed in the United States; or
(C) Legally entered subject to a time limit but has remained illegally after expiration of the time limit.

This is a mandatory requirement. Failure to certify will result in our inability to issue a Purchase Order or Contract to you or your company. This is for initial contracting as well as any subsequent amendments.

Bidders shall certify online at http://www.arkansas.gov/dfa/procurement/pro_immigrant.html

Click on: "Procurement" on left-side information bar

Click on: Illegal Immigrant Reporting

Click on: "Vendor" Illegal Immigrant Contracting Disclosure Reporting Screen

Click on: "Vendor Submit Disclosure Form" to complete all fields required for the certification - then indicate below and sign this form to submit with your bid. ***NOTE*** Bid Number field is applicable if known.

REQUIRED: Print Screenshot and include with your proposal and/or contract.

If you have any questions, please call the SouthArk Purchasing Office at 870-864-7162.

Thank you.

Ann Southall

Ann Southall
Agency Procurement Official
Manager, Purchasing and Payment Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE OR CONTRACT:

Please check the appropriate statement below:

_____ We certified that we are not an illegal immigrant or do not employ or contract with any illegal immigrants.

Date of certification: _____

_____ We cannot so certify at this time, and we understand that a contract cannot be awarded until we have done so.

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

APPENDIX C

INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

I, _____, certify the price in the bid was arrived independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other offeror or competitor. In addition, I submit this price proposal without knowledge of a conflict of interest.

Signature

Title

Company

APPENDIX D

BID PRICE CERTIFYING STATEMENT

I, _____, certify that the total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. In addition, I certify, fees for services not included in this request for proposal will not be the responsibility of the College.

Signature

Title

Company

APPENDIX E

CERTIFICATION

Upon signing this proposal, the Contractor certifies that the Standard Terms and Conditions and specifications have been read as set forth in the RFP, understands such and agrees to be bound by these Standard Terms and Conditions and specifications if a contract is entered into pursuant to this RFP. The Contractor also agrees that the proposal incorporates the Standard Terms and Conditions and specifications of this RFP and is the complete and exclusive statement of the terms of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the RFP.

Name of Firm: _____ Fed. ID# _____

Address: _____

Phone No: _____ Fax No: _____

Printed Name of Authorized Individual _____

Title of Authorized Individual _____

Signature of Authorized Individual _____

Date _____

UNSIGNED PROPOSALS WILL BE REJECTED

MINORITY BUSINESS POLICY: It is the policy of the State of Arkansas and this University that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority exclusion.

MINORITY PURCHASING REPORTING: The Minority Business Economic Development Act (A.C.A. 15-4-311 through 15-4-319) at 15-4-315(5) defines a "Minority" as "a black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, or Asian and Pacific Islander." For purchasing records and informational purposes only, pursuant to 15-4-318 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

Yes _____

No _____