

**Request for Proposal**  
**SACC-RFP-20/01-002**



**Issued by:**

**South Arkansas Community College**

Ann Southall, Agency Procurement Officer  
Manager, Procurement/Payables/Budget  
334 West Hillsboro St. \* P.O. Box 7010  
El Dorado, AR 71730  
870-864-7162

**Proposal Name: Federal Grant Writing Services**

**ISSUE DATE: April 8, 2021**

# **Federal Grant Writing Services**

## **Acknowledgment of Receipt**

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, this sheet should be completed and returned, emailed, or faxed to South Arkansas Community College, Procurement Office, Attn: Ann Southall, [asouthall@southark.edu](mailto:asouthall@southark.edu), 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 to you of any addenda to the RFP.

**Name of Firm:** \_\_\_\_\_

\_\_\_\_\_

**Fax #:** \_\_\_\_\_ **Tel. #:** \_\_\_\_\_

\_\_\_\_\_ **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:** \_\_\_\_\_

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# **Federal Grant Writing Services**

## **Section 10 Administrative Overview**

### **10.1 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 (HLC).

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 College-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.

The College promotes accessibility through low tuition, scholarships, financial aid, concurrent enrollment, adult education, developmental courses, and a wide range of student services designed to promote success. The College is an integral part of community life in El Dorado through its educational programs, cultural events, programs for business and industry, partnerships with K-12 and higher education institutions, and promotion of area economic development.

SouthArk offers associate degrees and certificates in the areas of career and technical education, arts and sciences, and health science. 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 allow for seamless credit transfer.

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's 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 whereby 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, 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.

### **College Mission**

South Arkansas Community College promotes excellence in learning, teaching, and service; provides lifelong educational opportunities; and serves as a cultural, intellectual, and economic resource for the community.

### **10.2 Purpose**

South Arkansas Community College (the "College" or "SouthArk") is issuing this Request for Proposal ("RFP") for the purpose of: Technical Services for Federal Grant Writing.

In order to simplify the College's task of evaluating all of the proposals, officials have developed a format in which all proposals must be prepared. Failure to adhere to this format or omission of any required information will result in your firm's proposal being disqualified.

The contract will be awarded to the vendor, firm, contractor, offeror or proposer ("vendor") who best satisfies all of the College's needs at optimum cost and service performance. Cost will not be the sole criterion for determining the contract award. Vendors shall state the purchase price of each individual line item on the Official Bid Price sheet. The College shall issue a contract for the services resulting from this RFP.

If another Arkansas state college campus desires to use the services of the selected provider, and the provider agrees, they may enter into an agreement as provided in this RFP.

### **10.3 Issuing Officer**

Ann Southall, Agency Procurement Officer  
 Manager, Procurement/Payments/Budget  
 Phone: 870-864-7162 Fax: 870-875-7257  
 Email: [asouthall@southark.edu](mailto:asouthall@southark.edu)

### **10.4 Contract Administrator**

Contract Administrator: Dr. Derek Moore  
 South Arkansas Community College  
 300 South West Ave.  
 El Dorado, AR 71730  
 Email: [dmoore@southark.edu](mailto:dmoore@southark.edu)  
 Phone: 870-875-7262

### **10.5 Anticipated Procurement Timetable**

RFP Issued:	April 8, 2021
Deadline for Questions on Proposal:	April 19, 2021
Deadline for Responses to Questions:	April 20, 2021
Proposal deadline:	April 27, 2021, 2:00 pm CST
Completion of proposal review and contract selection:	May 10, 2021
Intent to award letters emailed:	May 12, 2021
Submission for State Legislative Review:	TBD
Proposed Contract Start Date:	July 1, 2021

Diligence will be given to comply with the schedule as listed.

### **10.6 Submission of Proposals**

**No later than 2:00 p.m., April 27, 2021**, one (1) original (marked "original"), five (5) copies of the proposal should be received by:

South Arkansas Community College  
 Agency Procurement Officer  
 Attn: Ann Southall  
 334 West Hillsboro St.  
 P.O. Box 7010  
 El Dorado, AR 71730

### **Cost Proposal Must be Included Upon Submission, but Sealed Separately**

All proposals must be executed by an authorized officer of the vendor and must be held firm for acceptance for a minimum period of 150 days after the opening date.

Addenda or amendments, if any, should be signed, dated, and included with the vendor's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Agency Procurement Officer indicated by submission of a proposal by vendor, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a vendor with any agency or Agency Procurement Officer or an employee of the campus is void and ineffective.

### **10.7 Presentation**

Vendors selected for final evaluation may be required to make an oral presentation. Such presentations provide an opportunity for vendors to clarify their proposal and ensure mutual understanding. The College will schedule time and location for any required presentations.

### **10.8 Rejection of Proposals**

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 or 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, or to cancel in part or in its entirety this proposal if it is in the best interest of the College. Failure to furnish all information may disqualify a vendor.

### **10.9 Contracting Condition**

The successful vendor and any entity or person directly or indirectly controlled by, under common control with, or controlling the vendor will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The vendor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

### **10.10 Public Opening of Proposals**

A public opening of all Federal Grant Writing Services Technical/Business proposals will be held on **Tuesday, April 27, 2021, at 2:00 p.m. CST** at:

South Arkansas Community College  
Procurement Department Conference Room  
Facilities Management Building  
334 West Hillsboro St.  
El Dorado, AR 71730

### **10.11 Proprietary Information/Open Records**

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 digital 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. (Freedom of Information Act 25-29-10-ET SEQ)

### **10.12 Contract Awarding and Signing**

Contract awarding and signing will be contingent upon the College receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions. Vendor must include a copy of their standard contract in the proposal. SouthArk does not assure the use of the successful vendor's contract without revisions.

### **10.13 Payment and Invoice Provisions**

All invoices shall be forwarded to South Arkansas Community College, Attn: Accounts Payable. The invoice must show an itemized list of charges by specified category. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by SouthArk officials. Payment is to be made to the vendor following performed services. Payment for any services for grant writing are contingent on grant being awarded.

### **10.14 Proposal Evaluation**

SouthArk staff will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

### **10.15 Vendor Performance Standards**

Any resulting contract **shall** contain Performance Standards which identify expected deliverables, performance measures or outcomes; and payment **shall** be contingent to the extent to which the performance standards were met.

## **Section 20 Scope**

### **20.1 Purpose**

SouthArk's primary objective in issuing this Request for Proposal is to solicit professional services for the full development of a comprehensive federal grant proposal for the Department of Education. This chapter describes the scope of work to be completed under this proposed contract. Proposers should include a detailed response to each point addressed in this section, and include any necessary explanation or qualification. Please respond to each point in order, and refer to the section number in each response.

### **20.2 Functional Specifications**

The current need is reapplication for the Upward Bound grant thru the United States Department of Education during their next round of funding. Services provided by the proposing parties must include all necessary assistance to the College in the development of a successful grant proposal, with guaranteed submissions by imposed deadlines as established by the appropriate federal agency.



- A. Proposing parties must provide a documented, proven track record of recent success in obtaining large federal grants, including Upward Bound for other colleges. Extra consideration will be given for those writers who have recently been successful in Upward Bound within the State of Arkansas.
- B. Proposing parties must submit a minimum of five (5) client references, with names and telephone numbers of institutional representatives involved in program administration.
- C. The proposer must provide grant management assistance in establishing appropriate program and fiscal controls, internal monitoring, federal reporting, and evaluation during the term of the awarded grant.

Preference will be given to proposing parties who agree to perform services on a contingent, grant award basis. If this is the proposed fee basis, and an official grant award notice is received, the fee will be paid on a quarterly basis over the fiscal-year term of the grant.

Because of the significant amount of time needed to ensure a successful application process and thorough implementation of the Upward Bound grant, preference will be given to respondents who are full-time independent consultants, specializing in federal grants, who are not regular employees of other colleges or universities.

## **Section 30 Requirements**

### **30.1 Evaluation Criteria**

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Contact selected references
- III. Select finalist(s)
- IV. Schedule presentations of finalists, if needed
- V. Select the vendor

The proposals will be evaluated and awarded based on a comparative formula as detailed below:

This section should constitute the major portion of the proposal. Point values have been assigned to the various subsections/criteria for evaluation purposes to gain a total of 100 points. Points awarded in any category are the sole determination of South Arkansas Community College. Proposals must contain at least the following:

- A. Company history and expertise.....35 points maximum**
- B. Alignment with request..... 35 points maximum**  
How well does the proposal align with the needs and requested services described in the Scope of Work?
- C. References.....15 points maximum**
- D. Cost.....15 points maximum**
- 100 Points Total**

Describe your terms of compensation and your schedule of payments.

The lowest total cost for the services will receive the maximum points identified in the RFP; the remaining proposals will receive cost points as follows:  $\frac{(A)}{B} * C = D$

- A = the lowest cost bid;
- B = the second (third, fourth, etc.) cost bid;
- C = the maximum number of points allowed for cost;
- D = number of points allocated to respective proposal

### **30.2 Company History and Expertise**

- A. Describe your company, including a brief history, its mission, and values.
- B. Provide a list of grant awards, including type of grant, amount, and year of award, noting which ones you are currently servicing.
- C. Provide a description of your company's success and failure rates, including any issues/comments that are specific to higher education.
- D. Provide a list of all staff members, and a brief biography of their experience and qualifications, that will provide the proposed service.

### **Services**

- A. Describe the specific grant preparation and submission services that will be provided by your firm.
- B. Describe the specific services that will be provided to SouthArk, post-award, during the lifetime of the grant project.
- C. Describe the specific services and/or tasks that will be expected from SouthArk for the grant preparation and submission, as well as any ongoing expectations, post-award, during the lifetime of the grant project.

### **30.3 References**

Provide contact names and telephone numbers of at least five (5) institutions that have recently used your services and were awarded Upward Bound, Title III, or other federal grants.

### **30.4 Price, to be submitted in a separate sealed envelope**

Total Flat Rate Fee for Proposal Completion and Submission \$ \_\_\_\_\_

Percentage of Annual Grant Award Contingency Fee \_\_\_\_\_ %

Other – specify: \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

## **Section 40 Technical and Business Proposal**

### **40.1 Introduction**

Vendor is asked to include a detailed response to each point addressed in this section. Address each point, and make any necessary explanation or qualification. Vendor is to respond in order and refer to the subsection number key point. Vendors shall submit five (5) copies of their proposal. Failure to comply will result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:

- Transmittal letter
- Executive Summary
- Vendor's Background and Experience
- Vendor's Qualifications
- Project Organization and Staffing
- Equal Opportunity Policy (page 30)
- Illegal Immigrant Certification plus screenshot (page 31)
- Minority Business Policy (page 32)
- Contract Grant and Disclosure Certification Form (page 33)
- W-9 document (not enclosed)

The Price portion of the proposal must include the following:

- Official Pricing Sheet – Appendix A (page 27)
- Independent Price Determination Certification Statement – Appendix B (page 28)
- Bid Price Certifying Statement – Appendix C (page 29)

**NOTE: Original proposal and copies MUST be indexed and tabbed with the above sections indicated.**

#### **40.2 Transmittal Letter**

An individual authorized to legally bind the vendor will sign the Transmittal Letter. This letter will state that the vendor is a legal entity that will meet the specifications set forth in the request for proposals. In addition, this letter will identify with whom the College is to work and any conditions regarding the proposal. Note: There is not a specific form for this, but the letter should address all the items requested along with contact numbers and email addresses as applicable.

#### **40.3 Appendix**

The Appendix can include any information not noted in the above sections which expands on your company or the systems offering. The following would be helpful in the evaluation process:

- Sample vendor newsletters
- Published articles concerning your company or system
- Sample reports
- Press releases

#### **40.4 Executive Summary**

The Executive Summary will condense and highlight the contents of the vendor's proposal. Vendor must include its standard contract for services for review.

#### **40.5 Vendor's Background and Experience**

This section will include details of the respondent's background, its size, resources, and details of experience relevant to the proposed project. Be sure to include how long the company or system have been in business, and include any mergers or acquisitions.

Each vendor must submit a minimum of five (5) letters of recommendation. These letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Recommendations and references must be parties who can attest to the vendor's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations

and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

For subcontractors(s) and consultant(s), proposers shall include letters of agreement, contracts, or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations, and a statement of the vendor's involvement in litigation that could affect this work shall be included.

1. Provide a written agreement to accept all contract provisions - which are mandatory under the laws of the State of Arkansas, its Department, Agencies, and Boards.
2. Provide a written agreement to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

#### **40.6 Price Proposal**

The fees will include the services and requirements described in this request for proposals.

**PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL MAY RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.** (see Appendix A)

#### **40.7 Independent Price Determination Certification Statement**

A bid will not be considered for award if the price in the bid did not arrive independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other vendor submitting. In addition, the vendor is prohibited from making multiple bids in a different form; i.e., as a vendor and again as a subcontractor to another vendor.

The Offeror must include a statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected any time during the contract, the contract shall be deemed null and void, and the contractor shall assume all costs of this project until such time that a new contract is selected. (see Appendix B)

#### **40.8 Bid Price Certifying Statements and Bid Price**

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Vendor must include a statement certifying that all services properly requested shall be performed as required. (see Appendix C)

### **Section 50 General Terms and Conditions**

#### **50.1 Legal Considerations**

Any contract resulting from the award of this RFP shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the College regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Union County, Arkansas.

#### **50.2 Public 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 vendor, 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.

### **50.3 Ethical Standards Law**

As an agency of the State of Arkansas, the College is bound by and will comply and require compliance with the “Ethics in Public Contracting Laws” found in Arkansas Code Annotated (ACA), Section § 19-11-701 et seq. Definitions of terms used in this law can be found in Section §19-11-701 of the ACA. Any violation of these ethic laws can result in the cancellation of any contract with the College.

### **50.4 Term of the Contract**

The contract period begins approximately July 1, 2021, and terminates on June 30, 2022. By mutual agreement, the College and the vendor may elect to extend the contract for a maximum of seven (7) years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation rate for those renewal periods. In no case will the Contract be extended to a period greater than seven (7) years from the day the contract is signed by the College.

The College shall notify the vendor at least ninety (90) days prior to the end of the contract period or extension thereof if the College intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof. In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the College without cause at the end of the biennial period. However, the College may agree to continue the contract but in no case will any renewal, automatic or otherwise, 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 does not obligate the College to continue the contract beyond the end of a biennial period.

### **50.5 Termination of Contract**

The contract resulting from this request for proposal shall be subject to the following termination provisions. The College may terminate the contract for the following reasons:

- A. Default
- B. Convenience
- C. Unavailability of funds

#### **50.5.1 Termination for Default**

The College may terminate this contract in whole, or in part, when the College determines that the vendor or any subcontractor has failed to perform satisfactorily its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the College, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default”.

In the event of Termination for Default, in full or in part as provided by this clause, the College may procure, upon such terms and in such manner as the College may deem appropriate, supplies or services similar to those terminated, and the vendor shall be liable to the College for any excess costs for such similar supplies or services. In addition, the vendor shall be liable to the College for administrative costs incurred by the College in procuring such similar supplies or services.

In the event of Termination for Default, the Vendor shall be paid for those deliverables, which have been delivered to the College. Payments for completed deliverables delivered to and approved by the College

shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the College shall be an amount determined by the College.

The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **50.5.2 Termination for Convenience**

The College may terminate performance of work under the contract in whole or in part whenever the College shall reasonably determine that such termination is in the best interest of the College.

Upon receipt of notice of termination for convenience, the vendor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the College;
- At a price mutually agreed by the vendor and the College for partially completed deliverables.

### **50.5.3 Termination for Unavailability of Funds**

In the event that funds for the contract become unavailable, the College shall have the right to terminate the contract without penalty and upon the same terms and conditions as a Termination for Convenience. Availability of funds will be determined at the sole discretion of the College.

## **50.6 Procedure on Termination**

Upon delivery by certified mail to the vendor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the vendor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the College in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the vendor under the orders or subcontracts so terminated, in which case the College shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the College (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the vendor and in which the College has or may acquire an interest.

The vendor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

### **50.6.1 Termination Claims**

After receipt of a Notice of Termination, the vendor shall submit to the Contract Administrator any

termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The vendor and the College may agree upon the amounts to be paid to the vendor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the vendor and the College to agree in whole or in part as to the amounts with respect to costs to be paid to the vendor in connection with the total or partial termination of work pursuant to this article, the College shall determine on the basis of information available, the amount, if any, due to the vendor by reason of termination and shall pay to the vendor the amount so determined. The vendor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

### **50.7 Vendor as Independent Contractor**

It is expressly agreed that the vendor and any subcontractors and agents, officers, and employees of the vendor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the College. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the vendor or any subcontractor and the College.

### **50.8 Force Majeure**

The vendor will not be liable for any excess cost to the College if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the vendor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, epidemics, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the vendor.

### **50.9 Disputes**

Any dispute concerning performance of the contract shall be decided by South Arkansas Community College or the Director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy to the vendor. The Director or College's decision will be final subject to the vendor's right to administrative review pursuant to ACA § 19-11-246. Pending final determination of any dispute hereunder, the vendor shall proceed diligently with the performance of the contract and in accordance with the Director's or the College's direction.

### **50.10 Confidentiality of Information**

The vendor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

### **50.11 Public Disclosure**

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA § 25-19-101 et seq.

### **50.12 Inspection of Work Performed**

The State of Arkansas, South Arkansas Community College, or their authorized representatives shall, at all reasonable times, have the right to enter into vendor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.



The vendor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary, by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

### **50.13 Subcontracts**

The vendor is fully responsible for all work performed under the contract. The vendor may, with the consent of the College, enter into written subcontract(s) for performance of certain of its functions under the contract. The vendor shall not enter into any written subcontract without the prior written consent of the Contract Administrator.

No subcontract, which the vendor entered into with respect to performance under the contract, shall in any way relieve the vendor of any responsibility for performance of its duties or insurance coverage requirement.

The vendor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the vendor, may result in litigation related in any way to the contractor or the State of Arkansas.

### **50.14 Indemnification**

The vendor agrees to indemnify, defend, and hold harmless the College, its officers, agents and employees from:

- Any claims, losses or injuries to the person or property, resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims, losses or injuries to the person or property to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the vendor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims, losses or injuries to the person or property resulting to any person or firm injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the vendor, its officers, employees, or subcontractors to observe Arkansas and applicable Federal laws, including but not limited to labor laws and minimum wage laws.

### **50.15 Assignment**

The vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

### **50.16 Employment Practices**

The vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The vendor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.



Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.

The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The vendor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor. The vendor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The vendor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The vendor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended. The vendor is also responsible for any additional Federal or State law or statutes enacted during the terms of an awarded contract.

#### **50.17 Waiver**

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

#### **50.18 State Property**

The vendor shall be responsible for proper custody and care of any State-owned property furnished for vendor's use in connection with the performance of this contract and the vendor will reimburse the State for its loss or damage, except normal wear and tear.

#### **50.19 Contract Severability**

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the College and the vendor shall be relieved of all obligations arising under such provision; however, if the remainder of the contract is capable of performance, it shall

not be affected by such declarations or findings and shall be fully performed.

#### **50.20 Attorney's Fees**

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event the State prevails, the vendor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

#### **50.21 Environmental Protection Act Compliance**

The vendor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the Clear Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The vendor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

#### **50.22 Liability**

In the event of non-performance of contractual obligation by the vendor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the vendor will be liable to the College in full for all penalties, sanctions, and disallowance assessed against the College.

#### **50.23 Records Retention**

In accordance with Federal regulation, the vendor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the vendor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

#### **50.24 Access to Vendor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the vendor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers, or records of the vendor, which are directly pertinent to any services performed under the contract. The vendor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

### **Section 60 Standard Terms and Conditions**

**1. General:** Any Special Terms and Conditions included in the Request for Proposals (RFP) override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions shall become part of the 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 interests 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 Procurement Department 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. Late proposals will not be considered under any circumstances and will be returned to submitter, unopened. *The College will not accept faxed or emailed submissions.*

**4. Signature:** Failure to sign the proposal will disqualify the proposal. The person signing the proposal should show title or authority to bind his or 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; and (d) linked to data in a manner that, if the data were changed, the electronic 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 explaining the reason. The individual firm may be removed from the College's Vendor List by failure to respond three times in succession.

**6. Prices:** Bid pricing on the unit price should include FOB destination to the College. In case of error in price extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified on the RFP invitation 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 price 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. The vendor must bid the 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.

**8. Brand Name References:** Unless specified "No Substitutes," any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal 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 College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the College may require the vendor to supply additional descriptive material. The vendor guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference date in this bid, the bidder will be required to furnish the product according to brand names, numbers, and other terms as specified in this RFP.

**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 with 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. If samples are not destroyed during reasonable examination, they will be returned at vendor's expense, if requested, within ten (10) days following the opening of proposals. All demonstrators will be returned after reasonable examination. Samples should show vendor's name, address, proposal, and item number.

**11. Testing Procedures for Specifications Compliance:** Tests may be performed on samples or demonstrators submitted with the bid or samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the vendor.

**12. Amendments:** The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

**13. Taxes and Trade Discounts:** Vendors must not state or local sales taxes in the bid price unless specifically requested in the RFP. Trade discounts should be deducted from the unit price and 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 College Procurement Official. In the event all proposals 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 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 state delivery, alternate delivery schedules may become a factor in an award. The College Procurement 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 4:45 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 Procurement Department to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, in 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 purchase order/contract.

**21. Invoicing:** The vendor 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; and (3) the proper and legal processing of the invoice by the College. Invoices must be sent to the College: Attn: Accounts Payable, as shown on the original contract or purchase order.

**22. 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, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the vendor's expense to the FOB point, properly identifying what is being returned.

**23. Patents or Copyrights:** The vendor agrees to indemnify and hold the College and the State of Arkansas 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 said 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 54 of 1977, relating to unfair employment practices, vendor agrees as follows: (a) vendor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability or national origin; (c) 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 canceled, terminated, or suspended in whole or in part; and (e) the vendor will include the provision 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 it 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 its 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 any resulting contract with the College.

**30. Contract Grant and Disclosure Certification:** Any contract, or amendment to any contract, executed by the College, 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, regulations, or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the College under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the vendor completes and returns the disclosure form.

**31. Cancellation:** Either party may cancel any contract or item award, for cause, by giving a thirty (30)--day written 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 prices during the period of the contract, or failure to perform to contract conditions. The vendor will be required to honor all purchase orders that were prepared and dated prior to the date of expirations, or cancellation. Cancellation by the College does not relieve the vendor of any liability arising out of fault or nonperformance. If a contract is canceled because of a request for increase in pricing, or failure to perform, that vendor will be removed from the bidder/vendor list for a period up to twenty-four (24) months. 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.

**32. Alteration of Original IFB/RFP/Document:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the College Procurement Department. This prohibition 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, the vendor must submit them 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/contractor'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 South Arkansas Community College.



**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 use the services of the selected proposer, and the proposer agrees, it 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 sixty (60) days.

**36. 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 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. The bidder guarantees that he or she 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 bidder for the purpose of securing business.

**37. Employment of Illegal Immigrants:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in their contract with the state. Bidders shall certify online at the Vendor Illegal Immigrant Contracting Disclosure Reporting Screen: <https://www.ark.org/dfa/immigrant/index.php/user/login>. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

**38. Arkansas Technology Clause:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

**Accordingly, the Vendors Expressly Represents and Warrants** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product.

For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

## **Section 70 Procurement**

### **70.1 Rules of Procurement**

To facilitate the procurement of requests for proposal, various rules have been established. These rules are described in the following paragraphs.

### **70.2 Point of Contact**

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful vendor. Vendors wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 10.5).

### **70.3 Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer. The closing date for receipt of questions will be April 19, 2021. All questions must be marked “Questions” and the proposal number must be indicated on the envelope, email, or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and mailed, emailed, or faxed to all organizations that received a copy of the Request for Proposal.



#### **70.4 Requests for Proposals Amendments**

The College reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda, and clarifications will be sent to all organizations requesting copies of the request for proposals.

#### **70.5 Cost of Preparing Proposals**

Costs for preparing the proposals are solely the responsibility of the vendor. The College will provide no reimbursements for such costs. Any costs associated with any oral presentations to the College will be the responsibility of the vendor and may not be billed to the College.

#### **70.6 Disposition of Proposals**

All proposals become the public property of the College and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Procurement Law. If the proposal includes material, which is considered by the vendor to be proprietary or confidential under Arkansas law, the vendor shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA § 25-19-101 et seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

#### **70.7 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the College, signed by the vendor. Unless requested by the College, the College will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

#### **70.8 Acceptance of Proposals**

The College reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the College. Where the College may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the vendor from full compliance with the request for proposal specifications and other contract requirements if the vendor is awarded the contract.

#### **70.9 Evaluation of Proposals**

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The College may reject any proposal that is incomplete. However, the College may waive minor irregularities. The Agency Procurement Official completes this phase.

The College will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening of the cost proposal by the Agency Procurement official, and reviewed by the evaluation committee appointed by the College.

#### **70.10 Award Notice**

The notice of intended contract award will be sent to all respondents, by certified mail, return receipt requested.

### **70.11 Protest of Award**

Within fourteen (14) days after the date that the vendor knew or should have known of the cause giving rise to protest, the prospective vendor must file a formal written notice of that protest with the Vice President of Finance and Administration of South Arkansas Community College. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA § 19-11-244. Further details on protesting bid awards may be obtained by contacting the issuing Officer.

### **70.12 Vendor Performance Standards**

The following Performance Standards will apply to this RFP.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Compensation/Damages</b>
Adherence to College Requirements	Reference all articles of RFP	<b>Termination of Contract:</b> Reference section 50 of RFP, this termination clause will apply for the insufficient performance of services by vendor at the sole discretion of South Arkansas Community College.
Adherence to Commitments in Service Level Agreement	Reference Sections 20 and 30 of RFP	<b>Termination of Contract:</b> Reference section 50 of RFP, this termination clause will apply for the insufficient performance of services by vendor at the sole discretion of South Arkansas Community College.

**SACC-RFP-20/21-002**  
**Federal Grant Writing Services**

**Appendix A**  
**Official Pricing Sheet**

Total Flat Rate Fee for Proposal Completion and Submission \$ \_\_\_\_\_

Percentage of Annual Grant Award Contingency Fee \_\_\_\_\_ %

Other: (specify) \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Printed Name of Authorized Official: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE:**

1. South Arkansas Community College will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.

**SACC-RFP-20/21-002  
Federal Grant Writing Services**

**Appendix B  
Independent Price Determination Certification Statement**

I, \_\_\_\_\_, certify the price in the bid was arrived at 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**SACC-RFP-20/21-002**  
**Federal Grant Writing Services**

**Appendix C**  
**Bid Price Certifying Statement**

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***

**Equal Opportunity Policy**

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

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

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

Should you have any questions regarding this requirement, please contact my office by calling 870-864-7162.

Thanks,

Ann Southall  
Manager, Procurement/Payments/Budget

**To be completed by business or person submitting response:**

\_\_\_\_\_ **EO Policy Attached**

\_\_\_\_\_ **EO Policy is not available from business or person**

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

South Arkansas Community College  
 334 West Hillsboro St. ~ 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 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 by 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](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 Procurement Office at 870-864-7162.  
 Thank you.

***Ann Southall***

Ann Southall  
 Agency Procurement Official  
 Manager, Procurement/Payments/Budget

\*\*\*\*\*

***To Be Completed by Business or Person Submitted 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: \_\_\_\_\_

**MINORITY BUSINESS POLICY:**

It is the policy of the State of Arkansas and this College that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the College 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 thru 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 procurement 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 \_\_\_\_\_



## 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 TAXPAYER ID #: ----	FEDERAL ID NUMBER OR ----	SUBCONTRACTOR: <input type="checkbox"/> Yes <input type="checkbox"/> No	SUBCONTRACTOR NAME:
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> 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:**

### F o r I n d i v i d u a l s \*

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

### F o r a n E n t i t y ( B u s i n e s s ) \*

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 procurement 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. _____
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