



**REQUEST FOR PROPOSAL**  
**Bid Solicitation Document**

**SOLICITATION INFORMATION**

Bid Number:	<b>RFP-2025-01</b>	Solicitation Issued:	June 25, 2025
Description:	Independent Third-Party Program Developmental Evaluator for the Strengthening Community Colleges Training Grant		

**SUBMISSION DEADLINE FOR RESPONSE**

Bid Opening Date:	July 23, 2025	Bid Opening Time:	3:00 p.m., Central Standard Time
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Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, vendors are responsible for submitting proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids."

**DELIVERY OF RESPONSE DOCUMENTS**

Delivery Address:	Black River Technical College ATTN: Purchasing 1410 Hwy 304 E Pocahontas, AR 72455  Vendors are responsible for delivering their proposal documents to the Black River Technical College before the scheduled bid opening time. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address. Prospective vendors shall assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If the outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> <li>• Bid number</li> <li>• Date and time of bid opening</li> <li>• Vendor's name and return address</li> </ul>

## BLACK RIVER TECHNICAL COLLEGE CONTACT INFORMATION

Buyer:	Rhonda Stone	Buyer's Direct Phone Number:	870-248-4031
Email Address:	<a href="mailto:Rhonda.stone@blackrivertech.edu">Rhonda.stone@blackrivertech.edu</a>	Main Number:	870-248-4000
Website:	<a href="https://www.blackrivertech.edu">https://www.blackrivertech.edu</a>		

### SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

#### 1.1 **PURPOSE**

The purpose of this RFP is to enter into a contract as part of grant requirements, with an experienced, independent, objective third-party developmental evaluator to develop interim and final versions of 5-10 briefing slides that provide an overview or summary of grant accomplishments all while aligning with the mission of BRTC and building communication and collaboration efforts with College personnel.

#### 1.2 **ISSUING OFFICER**

**The issuing officer is the sole point of contact in the selection process.** Vendor questions regarding bid-related matters should be made through the buyer. For question submission procedures see section 1.9 Clarification of RFP and Questions.

#### 1.3 **TYPE OF CONTRACT**

- A. This contract is a term contract that will be awarded to a single vendor.
- B. The term of this contract **shall** be for three (3) years. Upon mutual agreement by the vendor and BRTC, the contract may be renewed for up to four (4) additional one-year terms. The total contract term shall not be more than seven (7) years. The vendor recognizes that extensions will maintain original terms and conditions as stated in this RFP, unless otherwise mutually agreed upon prior to execution.
- C. The anticipated starting date for the contract is **August 18, 2025.**

#### 1.4 **BID OPENING LOCATION**

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

Black River Technical College  
Purchasing | Administration Building  
1410 Hwy 304 E  
Pocahontas, AR 72455

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

#### 1.5 **DEFINITION OF REQUIREMENT**

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

#### 1.6 **DEFINITION OF TERMS**

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

- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- D. The terms “University”, “College” and “Institution” all refer to Black River Technical College, otherwise listed as “BRTC.”

## 1.7 RESPONSE DOCUMENTS

### A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
  - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
  - c. Original signed *Proposed Subcontractors Form*, if applicable. (See *Subcontractors*.)
  - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
  - a. EO 98-04 Disclosure Form.
  - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

### B. Financial Consideration Proposal

1. Vendor’s original pricing proposal **must** be submitted in hard copy format, one (1).
2. Vendor **must** also submit one (1) electronic copy of the pricing proposal, on a flash drive, preferably in PDF.
3. The pricing proposal, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as “Pricing”. **Vendor must not include any pricing in the hard copies or electronic copies of their Technical Proposal Packet.**

### C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Financial Proposal*, the following items should be submitted:

1. Additional Copies of the *Technical Proposal Packet*
  - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
  - b. One (1) electronic copies of the *Technical Proposal Packet*, on a flash drive, preferably in PDF.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. If the College requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted (marked “REDACTED”) copy the original *Technical Proposal Packet*, preferably on a flash drive. (See *Proprietary Information*.)

## 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. Vendor’s proposal should include the following information in the order specified. If the vendor fails to provide any of the information, the College may, at its sole option, ask the vendor to provide the necessary information, evaluate the proposal without the missing information, or consider the proposal to be non-responsive.

B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.

1. **Introductory Cover Letter**. Include contact names and email addresses who will be the point of contact during the RFP process.
2. **Proposal Signature Page** (exhibit A)
  - **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP. This RFP shall be modified only by an addendum written and authorized by the College.
  - The College reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
  - All addenda so issued shall become part of the specification and bid documents.
3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the vendor will NOT conform to.
4. **Equal Opportunity Policy**.
5. **EO-98 Grant & Disclosure Form**. Required for contracts \$25,000 and greater.

6. **Executive Summary.** Summarize how the Vendor's organization and its proposed solution(s) can best meet the current and future service needs at the College. Include in this summary a discussion of the advantages and advances you would bring this project as response to the RFP.

7. **Complete Client List.** Provide a list of accounts including (3) current customers that have used your developmental evaluation services with similar requirements including Company Name, address, and phone number

#### 1.9 **CLARIFICATION OF RFP AND QUESTIONS**

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 3:00 p.m., Central Time on or before **July 9, 2025** to the buyer as shown on page one (1) of this Bid Solicitation.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
  2. Vendors' written questions will be consolidated and responded to by the College. The College's consolidated written response is anticipated to be e-mailed to vendors and posted to the Procurement Services website by the close of business on **July 16, 2025**
- B. Vendors may contact the buyer with non-substantive questions before the bid opening.
- C. No oral statement by the College is part of any contract resulting from this solicitation and may not be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the College.

#### 1.10 **PROPOSAL SIGNATURE PAGE**

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

#### 1.11 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

#### 1.12 **PRE-BID MEETING AND SITE EVALUATION REQUIREMENT A.**

No Pre-Bid Meeting or Site Evaluation Needed

#### 1.13 **FINANCIAL CONSIDERATION PROPOSAL PRICING**

- A. Vendor(s) **must** include all pricing in the Financial Consideration Proposal only. Any cost not identified by the successful vendor but subsequently incurred to achieve successful operation **shall** be borne by the vendor.
- B. To allow time to evaluate proposals, financial proposals **must** be valid for 120 days following the bid opening.
- C. The *Financial Proposal*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Financial Proposal".
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit a Financial Consideration Proposal **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.

#### 1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single prospective contractor **must** be identified as the prime contractor. Subcontractors will be allowed.
- B. The Vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of BRTC.
- C. The Contractor **shall** give BRTC immediate notice, in writing, by certified mail of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or BRTC.

#### 1.15 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices in the proposal have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.16 PROPRIETARY INFORMATION**

- A. BRTC will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until the notice of intent to award has been completed.
- B. BRTC will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- C. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and BRTC will assess the validity of said claim in advance of any release.
- D. Under no circumstances will pricing information be designated as confidential.
- E. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The prospective contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

#### **1.17 CAUTION TO VENDORS**

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

#### **1.18 REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the College.
- B. An addendum posted within three (3) calendar days prior to the bid opening **may** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. Only written addenda are part of the bid packet and should be considered.
- D. The bidder is responsible for ensuring proper receipt of all addenda by checking the posting location prior to the proposal opening.

#### **1.19 AWARD PROCESS**

- A. Contracts and purchases will be made or entered into with the more responsible bidder meeting specifications.
- B. When more than one item is specified in the proposals, the College reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- C. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the solicitation results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the College.

#### **1.20 MINORITY BUSINESS POLICY**

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

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

- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses, service-disabled veterans, and woman owned businesses. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.
- C. A woman-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

**1.21 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the College is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the buyer but should also be included as a hardcopy accompanying the solicitation response.
- C. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

**1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify on the Office of State Procurement's website, in the following link [DFA Illegal Immigrant Contractor Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

**1.23 PUBLICITY**

Vendor agrees that it shall not publicize this agreement or disclose, confirm, or deny any details thereof, to third parties, use any photographs, or video recordings of the College name in connection with any sales promotion or publicity event without the prior express written approval of the College.

**1.24 RESERVATION**

This solicitation does not commit BRTC to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

**1.25 SCHEDULE OF EVENTS**

ID	Event Description	Date
1	Release of RFP	June 25, 2025
3	Questions from Bidders due	July 9, 2025: 3:00 pm CST
4	Answers to questions posted/e-mailed	July 16, 2025
5	RFP Submission deadline	July 23, 2025; 3:00 pm CST
	Presentations	July 29-31, 2025
7	Evaluation Complete	August 5, 2025
8	Award of Agreement	August 8, 2025
9	Award Commences	August 18, 2025

\*Actual Date – times will be determined upon receipt of qualified proposals.

## SECTION 2 – GENERAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS

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

### 2.1 INTRODUCTION AND BACKGROUND

Black River Technical College (BRTC) seeks bid proposals from qualified applicants for an independent third-party developmental evaluation of the proposed project. This procurement is part of a federally-supported initiative called the Strengthening Community Colleges Grants. The Employment and Training Administration (ETA) and U.S. Department of Labor (DOL), awarded \$65,000,000 in grant funds authorized by the Workforce Innovation and Opportunity Act, Section 169(c), for the fourth round of the Strengthening Community Colleges (SCC4) Training Grants program.

The purpose of this grant program - entitled Allied Health Equitable Recruitment and Retention Project – is to address higher education gaps for minority students, particularly for the healthcare industry sector, focusing on recruitment and retention for the high demand career and technical center programs of nursing assistant, phlebotomy, and EMT. With the grant, we will hire a Program Director as well as an CTC Liaison, provide transportation for those students in need, and provide wrap-around services and support in both Pocahontas and Paragould. We will enhance and expand our community outreach activities. The grant is for four years.

#### OVERVIEW

The evaluation of the project will include the systematic collection of information for the purpose of determining the extent to which program objectives have been met. The successful RFP will agree to and provide the following items:

- Provide support for BRTC’s communication with the national evaluator.
- Provide support to BRTC in documenting outcomes.
- Provide real-time feedback to inform the development of the intervention.
- Identify and communicate potential adaptations to the intervention to address systemic barriers and dynamic environments.
- Provide support to BRTC to track performance data to inform project implementation.
- Assist BRTC in identifying and evaluating data sources.
- Assist BRTC in the development of metrics or timeframes outside of the national evaluation
- Advise BRTC on the data infrastructure necessary to evaluate the metrics.
- Provide assistance to BRTC in improve data reporting capacity.
- Support BRTC in instituting a Good Jobs and Equitable Employment Outcomes data review and analysis process.
- Provide assistance to BRTC by developing interim and final versions of 5-10 briefing slides that provide an overview or summary of grant accomplishments, particularly as the relate to reducing or closing the equity gap(s). The slides will address lessons learned, sustainable systemic changes, and other grant highlights.
- Comply with regulations for the use of confidential information.
- Provide unlimited telephone, fax, email, and videoconferencing and/or onsite consultations concerning evaluation of the grant project.
- Provide consultation regarding the status of the project, including addressing barriers to progress toward objectives.

### 2.2 PROSPECTIVE CONTRACTOR RESPONSIBILITIES

- A. The prospective contractor must have a valid Arkansas business license. A copy of the license should be submitted as part of the response packet.
- B. The prospective contractor must maintain a valid Arkansas business license throughout the contract term. If a prospective contractor’s business license expires or becomes invalid, the contractor will have fifteen (15) business days to obtain a new or renewed license. Should more than fifteen (15) business days be required, a justification must be submitted to the College. The College shall not be held liable for any cost incurred pertaining to licensing.

## 2.3 GENERAL SPECIFICATIONS

### A. Scope and General Requirements

#### PART 1 - General

Black River Technical College is seeking an experienced third-party developmental evaluator that will be engaged throughout the four-year grant period to conduct a comprehensive Project Evaluation that:

- Supports the project by developing a conceptual model of the project and identifying key evaluation points to ensure all participants and stakeholders understand the project's structure and expected outcomes.
- Develops an evaluation plan that is consistent with project goals and complies with federal regulations and the DOL-SCC4 review criteria for program evaluation.
- Provide assistance with or preparation of optional interim and annual performance reports required by the funding agency.
- Works with project staff to design and execute evaluation activities in accordance with DOL/ETA expectations and requirements.
- Collaborates with project director to determine outcomes associated with the program effectiveness.
- Provide consultation regarding the status of the project, including addressing barriers to progress toward objectives.
- Conduct review of the colleges work plan to assure the evaluation plan is consistent and appropriate for the proposed project.

#### PART 2 – Tasks

The developmental evaluator will work closely with BRTC to assess the implementation of the grant strategies, activities, and programs. They will work in cooperation with the colleges project director, faculty and staff, as well as other key stakeholders, to implement the approved evaluation plan, including, but not limited to, data collection, analysis, and reporting. Stakeholders will participate in evaluation activities through advisory committees, existing institutional effectiveness faculty/staff and student satisfaction surveys, program and course specific surveys as well as assessment surveys of program services, and other evaluation activities developed in conjunction with the Project Director.

The tasks the evaluator will be required to complete to support the operation and implementation of the project are included below but may evolve after close collaboration and communication with the College's project personnel.

- Provide support for BRTC's communication with the national evaluator.
- Develop an evaluation plan that is consistent with project goals and complies with federal regulations and the DOL/ETA review criteria for program evaluation.
- Provide support to BRTC in documenting outcomes
- Assist BRTC in identifying and evaluating data sources.
- Conduct start-up meetings with key stakeholders to discuss timelines, current progress on the project methods and sources of data collection, etc.
- Assist BRTC in the development of metrics or timeframes outside of the national evaluation
- Analyzing progress against strategy implementation.
- Provide real-time feedback to inform the development of the intervention.
- Assessing project outcomes.
- Work with project personnel to finalize the research questions and further refine the logic model.
- Provide support to BRTC to track performance data to inform project implementation.
- Provide assistance to BRTC in improve data reporting capacity.
- Offer technical guidance and review in compiling information. This data collection will be used for an assessment of the impact of the project.
- Comply with regulations for the use of confidential information
- Support BRTC in instituting a Good Jobs and Equitable Employment Outcomes data review and analysis process.
- Provide unlimited communication through telephone, e-mail, or online meetings and/or onsite consultations concerning the evaluation of the grant project.
- Provide consultation regarding the status of the project, including addressing barriers to progress toward objectives.

- Participate in evaluator webinars hosted by DOL/ETA.
- Provide assistance to BRTC by developing interim and final versions of 5-10 briefing slides that provide an overview or summary of grant accomplishments, particularly as they relate to reducing or closing the equity gap(s). The slides will address lessons learned, sustainable systemic changes, and other grant highlights

### **PART 3 – Deliverables and Milestones**

The evaluator will provide Evaluation Designs and Evaluation Reports to the Black River Technical College along with additional reports as required. The evaluator should consult with the DOL/ETA's [Evaluation Rubric for SCC4 Third- Party Evaluations](#) in developing these reports. Due dates for the deliverables are listed as Exhibit B and are based on current guidelines from the DOL/ETA, but may be adjusted if revised by the federal sponsor.

#### **B. Experience/Qualifications**

1. Provide a narrative describing your company's local, regional, and national support and how this support may provide benefit to BRTC.
2. Provide references, a minimum of five (5), for which you are currently performing services or equivalent size and complexity as to what is required within this RFP. At least three (3) of the references shall be a college, university, or educational setting. For each reference, indicate contact name, phone number, and email address.

#### **C. Capacity to Perform Services Requested**

1. The prospective contractor shall provide a written narrative showing the way the vendor proposes to satisfy the requirements listed by the college. The language of this narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. Staffing, operations, and all factors leading to a successful operation should be included. This narrative should be a clear operational plan for how the vendor plans to meet the requirements of the College.

#### **D. Transition Plan**

1. A plan for transitioning must be included in the response packet.

#### **2.4 INSURANCE REQUIREMENTS**

- A. The vendor shall maintain liability insurance and file certificates of insurance with the College annually and prior to the agreement's commencement date.
- B. Insurance policies shall be written by a company or companies authorized to do business in Arkansas.
- C. Failure to file certificates or acceptance by the College, which does not indicate the specified coverage, shall not relieve the contractor of their responsibility for maintaining adequate insurance.

#### **2.5 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table 1: Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a vendor must meet to avoid damage assessment.*
- B. The College may be open to negotiations for Performance Standards prior to the contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The College shall have the right to modify, add, or delete Performance Standards throughout the contract term, should it be in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor to establish standards that are achievable.
- D. All changes to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards shall continue throughout the contract term.
- F. Failure to meet the minimum Performance Standards shall result in damage assessment.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The College **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the College **shall** have the final determination of the performance acceptability.
- H. Should any compensation be owed to the College due to the assessment of damages, the vendor **shall** follow the direction of the College regarding the required compensation process.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
<b>Adherence to College Requirements</b>	Reference standard terms, conditions, and all articles of RFP	This may be cause for termination of the contract.
<b>Scope of Services</b>	Reference Scope of Work and Objectives of RFP; Description; Overview; and Proposal Requirements	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.

### SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

#### 3.1 **TECHNICAL PROPOSAL SCORE**

- A. The buyer will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.
- B. The BRTC Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on the vendor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
  2. After initial individual evaluations, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be given a chance to discuss their rating for each evaluation criterion.
  3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores if they feel that is appropriate.
  4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
  5. Other agencies, consultants, and experts may also examine documents at the discretion of the College.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
  2. The College has assigned Weighted Percentages to each sub-section according to its significance.

<b>Information for Evaluation Sub-Sections</b>	<b>Maximum Raw Points Possible</b>	<b>Sub-Section’s Weighted Percentage</b>	<b>* Maximum Weighted Score Possible</b>
E.1 Experience/Qualifications	150	15	150
E.2 Operations/Capacity to Perform Service Requested	500	50	500
E.3 Transition Plan	25	2.5	25
E.4 Presentations	25	2.5	25
<b>Total Technical Score</b>	<b>700</b>	<b>70%</b>	<b>700</b>



## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- Do not provide responses to items in this section.

### 4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:  
Black River Technical College  
ATTN: Vice President for Finance & Administration  
P O Box 468  
Pocahontas, AR 72455
- B. Payment will be made according to applicable BRTC accounting procedures upon acceptance by BRTC.
- C. BRTC may not be invoiced in advance of delivery and acceptance of any service. Payment will only be made after the Contractor has successfully satisfied BRTC regarding the services rendered.
- D. Vendors should invoice BRTC with an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice, if applicable.

### 4.2 CONTRACT INFORMATION

- A. The Black River Technical College may not contract with another party:
  - i. For a period, which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract.
  - ii. To pay any penalties or charges for delinquent payment or any penalties or charges which in fact are penalties for any reason.
  - iii. To indemnify, defend, or hold harmless any party for any liability and damages.
  - iv. Upon default, to pay all sums to become due under a contract.
  - v. To pay damages, legal expenses or other costs and expenses of any party.
  - vi. To continue a contract once the equipment has been repossessed.
  - vii. To conduct litigation in a place other than Randolph County, Arkansas.
  - viii. To agree to any contract provision which violates the laws or constitution of Arkansas.
- B. A party wishing to contract with the Black River Technical College should:
  - i. Remove any language from its contract which 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 excluded
  - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law.
  - iii. Included in its contract are that the laws of the State of Arkansas govern the contract.
  - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official.
- C. The Black River Technical College may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost 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.

### 4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** always observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and hold harmless the College and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

### 4.4 STATEMENT OF LIABILITY

- A. BRTC will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Contractor-owned items to be delivered or to be used in the installation of deliverables.

- B. The Vendor **shall** be required to retain total liability until the deliverables have been accepted by the “authorized BRTC official.”
- C. At no time will BRTC be responsible for or accept liability for any Vendor-owned items.

#### 4.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with accepted principles of accounting and as specified by BRTC policies. Upon request, access **will** be granted to BRTC, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to BRTC designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

#### 4.6 **PRICING**

Price increases shall not automatically be implemented annually. Price increase must be requested and approved by the College. The College reserves the right to require justification for the increase.

#### 4.7 **CONFIDENTIALITY**

- A. The vendor, vendor’s subsidiaries, and vendor’s employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the College **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

#### 4.8 **TIME OF PERFORMANCE**

Time is of the essence in the rendering of services hereunder. Vendor agrees to perform all obligations and rendering of services set forth in this RFP.

#### 4.9 **DEFAULT**

- A. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the College, the College may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Vendor fails to remedy such failure or default within the ten (10) working day period, the College shall have the right to cancel the contract upon thirty (30) days written notice.
- B. The cancellation of the contract, under any circumstances whatsoever, shall not affect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the College shall not limit any other right or remedy available to the College by law or in equity.

#### 4.10 **INDEMNIFICATION**

Under Arkansas law, the Black River Technical College may not enter into a covenant or agreement to hold a party harmless or indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the College and its employees or agents in the performance of this Agreement, the College agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against College to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the College reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

#### 4.11 **PERMITS AND LICENSES**

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

#### **4.12 TERMINATION**

- A. The agreement may be terminated, without penalty, by the College without cause by giving thirty (30) days written notice of such termination to the vendor.
- B. In no event shall such termination by the College as provided for under this Section give rise to any liability on the part of the College including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The College's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

#### **4.13 INDEPENDENT VENDOR STATUS**

- A. Vendor agrees that its employees and agents have no employer-employee relationship with the College (refer to Contract/Disclosure Form).
- B. The College shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the College furnish any medical or retirement benefits or any paid vacation or sick leave.

#### **4.14 RIGHT TO AUDIT**

- A. At any time during the term of the agreement and for a period of four (4) years thereafter the College's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement.
- B. In the event such an audit by the College reveals any errors/overpayments, the Vendor shall refund the College the full amount of such overpayments within thirty (30) days of such audit findings, or the College at its option, reserves the right to deduct such amounts plus interest owed the College from any payments due Seller.

#### **4.15 ACCEPTANCE OF PRODUCTS AND SERVICES**

- A. All services performed under this agreement shall be to the satisfaction of the College and in accordance with the specifications, terms, and conditions of the agreement.
- B. The College reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

#### **4.16 NON-DISCLOSURE**

- A. Vendor and the College acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.
- B. Neither party shall use any such information for its own benefit or make such information available to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Vendor or the College, unless required by law.

#### **4.17 NON-WAIVER OF DEFAULTS**

Any failure of the College at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the College at any time to avail itself of same.

#### **4.18 CANCELLATION**

- A. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel.
- B. Cause for the College to cancel shall include, but is not limited to, costs 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.
- C. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of 30 days (about 4 and a half weeks) following the date of expiration or cancellation.
- D. Cancellation by the College does not relieve the Contractor of any liability arising out of a default or nonperformance.
- E. Cause for the vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

#### **4.19 SEVERABILITY**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **4.20 CONDITIONS OF CONTRACT**

The successful Vendor **shall** always observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

#### **4.21 AWARD RESPONSIBILITY**

The Black River Technical College will award any resulting contract. BRTC shall be responsible for the administration of any resulting contract.

#### **4.22 NEGOTIATIONS**

As provided in this solicitation and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

#### **4.23 GOVERNING LAW**

This agreement shall be construed and governed by the laws of the State of Arkansas.

## SECTION 5 – STANDARD TERMS AND CONDITIONS

- Do not provide responses to items in this section.

### 5.1 PREPARATION OF PROPOSALS

- A. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid.
- C. Samples: Samples or demonstrations, when requested, must be furnished free of expense to the College. Samples not destroyed during reasonable examination will become property of the College unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- D. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

### 5.2 SUBMISSION OF PROPOSALS

Bids, modifications, or corrections thereof received after the closing time specified will not be considered.

### 5.3 ACCEPTANCE OF PROPOSALS

- A. The College reserves the right to accept or reject all or any part of a proposal or all proposals, to waive any informality, and to award the proposals to best serve the interest of the College.
- B. If a bidder fails to state the time within which a proposal must be accepted, it is understood and agreed that the College shall have 120 days (about 4 months) to accept.

### 5.4 ERROR IN BID

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

### 5.5 AWARD

- A. Award shall be made all or none.
- B. When more than one item is specified in the proposals, the College reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- C. A written purchase order or contract award e-mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Proposals results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the College.

### 5.6 ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be always subject to inspection and test and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the College thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

### 5.7 TAXES AND TRADE DISCOUNTS

- A. Do not include state or local sales taxes in bid price.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

## **5.8 DEFAULT**

- A. Back orders, default in promised delivery, or failure to meet specifications authorize the College to cancel this contract to the defaulting contractor. The contractor must give written notice to the College of the reason and the expected delivery date.
- B. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

## **5.9 WAIVER**

The College reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the College, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

## **5.10 CANCELLATION**

Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the College to cancel shall include, but is not limited to, costs 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 contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of thirty (30) days following the date of expiration or cancellation. Cancellation by the College does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

## **5.11 ADDENDA**

- A. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
- B. Only written addenda are part of the bid packet and should be considered.

## **5.12 ALTERNATE BIDS**

Unless specifically requested, alternate bids will not be considered. An alternative is considered to be a bid that does not comply with the minimum provisions of the specifications.

## **5.13 BID OPENINGS**

Bid opening will be conducted open to the public. However, they will serve only to open and read only the names of respondents. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

## **5.14 DEBRIS REMOVAL**

All debris must be removed from the College after installation of said equipment.

## **5.15 LACK OF FUNDS**

BRTC may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the College. If the College is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file a claim.

## **5.16 DISCRIMINATION**

In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be

cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

#### **5.17 INVOICING**

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the BRTC Accounts Payable [finance@blackrivertech.edu](mailto:finance@blackrivertech.edu).

#### **5.18 PRICING**

Bidders must quote F.O.B. inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are Bidder and, thus, are not subject to escalation unless otherwise stated in the solicitation. Unless otherwise specified, the bid must be Bidder for acceptance for 120 days (about 4 months) from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

#### **5.19 GUARANTY**

All items bid shall be newly manufactured, in first class condition of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

#### **5.20 VARIATION IN QUANTITY**

BRTC assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified.

#### **5.21 STATE PROPERTY**

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of BRTC and the State and shall be kept confidential, used only as expressly authorized and returned to BRTC at the contractor's expense. Commodities must be properly identified by description when returned.

#### **5.22 PATENTS OR COPYRIGHTS**

The contractor agrees to indemnify and hold BRTC harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

#### **5.23 ASSIGNMENTS**

Any contract entered into pursuant to the RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

#### **5.24 OTHER REMEDIES**

In addition to the remedies outlined herein, the contractor and BRTC have the right to pursue any other remedy permitted by law or in equity.

#### **5.25 CONTINGENT FEE**

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

#### **5.26 ANTI-TRUST ASSIGNMENT**

As part of the consideration for entering into any contract pursuant to the RFP, the bidder named on the front of the RFP acting herein by the authorized agent, hereby assigns, sells and transfers to BRTC all rights title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued.

### **5.27 CLARIFICATIONS**

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. BRTC will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this RFP must be addressed to BRTC Purchasing, P O Box 468, 1410 Hwy 304E, Pocahontas, AR 72455, (870) 248-4031, or rhonda.stone@blackrivertech.edu.

### **5.28 PROPRIETARY INFORMATION**

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of BRTC when submitted in response to this RFP. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

### **5.29 PRODUCT INFORMATION**

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

### **5.30 TERMS AND CONDITIONS**

To be considered, bidders must include as part of their bid all of the provisions of this RFP. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this RFP and the bidder's response.

### **5.31 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL**

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to College that Vendor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Vendor breaches this certification, College may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

### **5.32 MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander and women-owned." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

### **5.33 CONTRACT INFORMATION**

Bidders should note the terms and conditions stated regarding the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of proposal.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Service Disabled Veteran	
	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned	
	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American		
	*			
	AR Certification #: _____		See <i>Minority and Women-Owned Business Policy</i> in <i>Solicitation Terms and Conditions</i>	

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

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of nonredacted submission documents will be released if requested.  <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Solicitation Terms and Conditions for additional information.</i>

**An official authorized to legally bind the Prospective Contractor must sign below.**

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* may cause the Prospective Contractor's proposal to be rejected.

Authorized Signature: Title: \_\_\_\_\_

\_\_\_\_\_

*Use Ink Only.*

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# **SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE**

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

**Authorized Signature:**

\_\_\_\_\_

*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE**

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

**Authorized Signature:**

\_\_\_\_\_

*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# SECTIONs 3, 4, 5 – VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

**Authorized Signature:**

\_\_\_\_\_

*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## 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.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

Yes  No

IS THIS FOR:

Goods?       Services?       Bot ?

TAXPAYER ID NAME:

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 <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	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 purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	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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