



## REQUEST FOR PROPOSAL (RFP)

BID SOLICITATION DOCUMENT

### SOLICITATION INFORMATION

Bid Number:	RFP-23-002	Solicitation issued:	7/20/2022
Description:	Food Service on the NWACC Main Campus		
Agency:	Northwest Arkansas Community College (NWACC)		

### SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	August 15 <sup>th</sup> , 2022	Bid Opening Time:	10:00 A.M., Central Time
<p>Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the Vendor without further review.</p>			

### DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Northwest Arkansas Community College Purchasing Department, Attn: Karen Walls Burns Hall Room 1128.9 One College Drive Bentonville, AR 72712
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> <li>Bid Number</li> <li>Date &amp; Time of Bid Opening</li> <li>Vendor's Name &amp; Return Address</li> </ul>

### Proposed Timetable of Activities

<b>July 20<sup>th</sup>, 2022</b>	<b>Solicitation Issued</b>
<b>August 2<sup>nd</sup>, 2022</b>	<b>Mandatory Pre-bid Conference</b>
<b>August 4<sup>th</sup>, 2022</b>	<b>Last Day for written questions</b>
<b>August 8<sup>th</sup>, 2022</b>	<b>Answers Posted</b>
<b>August 15<sup>th</sup>, 2022</b>	<b>Bid Opening</b>

## SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

### 1.1 PURPOSE

NorthWest Arkansas Community College (NWACC) issues this Request for Proposal (RFP) to obtain bids for a Food Service provider on campus grounds.

### 1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single supplier.
- B. The term of the agreement shall be for two (2) years, beginning on or before Sept 2022 and ending August 2024 subject to annual renewals for an additional five (5) years, for a total contract period of seven (7) years, unless termination procedures are followed as described herein.

### 1.3 BID OPENING LOCATION

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

NorthWest Arkansas Community College  
One College Drive, Burns Hall, Room # 1128.9  
Bentonville, AR 72712  
10:00 AM Central Standard Time

### 1.4 CONTACT

Please submit all questions about this RFP to:

Karen Walls  
One College Drive, Burns Hall, Room 1128.9  
Bentonville, AR 72712  
Phone: 479-619-4171  
Email: purchasing@nwacc.edu

### 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 mandatory requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

### 1.6 DEFINITION OF TERMS

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

### 1.7 RESPONSE DOCUMENTS

- A. Original *Response Packet*
  1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.

2. The *Response Packet* should be clearly marked "Original" and **must** include the following:
  - a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
  - b. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
  - c. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)
  - d. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - e. Prohibition of Employment of Illegal Immigrants.

B. Additional Copies of the *Response Packet*

In addition to the original *Response Packet*, the following items should be submitted:

- a. One (1) flash drive with a copy of the *Response Packet*.
- b. 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.

### 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- *Response Signature Page*. (See Appendix)
  - Signed Addenda, if applicable.
  - E.O. 98-04 – *Contract Grant and Disclosure Form*. (See Appendix)
  - *Equal Opportunity Policy*.
  - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information to reference the *Bid Solicitation's* item number.

### 1.9 CLARIFICATION OF BID SOLICITATION

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 10:00 a.m., Central Time on or before **August 4<sup>th</sup>, 2022** to the individual listed in section 1.4 *Contact*, 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 NWACC's written response is anticipated to be posted to the NWACC website by the close of business on **August 8<sup>th</sup>, 2022**.
- B. Vendors may contact NWACC with non-substantive questions at any time prior to the bid opening.
- C. Oral statements by agents of NWACC **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by NWACC.
- D. Bidders **must** attend the Pre-bid Meeting on August 2<sup>nd</sup>, 2022 starting at 10am in the Student Center behind Burns Hall. Diane Boss will be in the Food Court area to walk prospective bidders through the kitchen and receive any questions.

### 1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Response Signature Page* included in this Bid Solicitation, located in appendix.

### 1.11 PRICING

Pricing will be a weighted part of the overall scores given to each submitted proposal.

#### 1.12 PRIME SUPPLIER RESPONSIBILITY

- A. A single vendor **must** be identified as the prime Supplier.
- B. The prime Supplier **shall** be responsible for the contract and jointly and severally liable with any of its subSuppliers, affiliates, or agents to the State for the performance thereof.

#### 2 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

#### 3 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through NWACC.
- B. Vendor **must not** alter any language in any solicitation document provided by NWACC.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by NWACC.

#### 4 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by NWACC.
- 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. Vendor **shall** be responsible for checking the NWACC website, <http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx>

#### 5 NEGOTIATION AND AWARD PROCESS

- A. Negotiations
  - 1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking vendor to further define contractual details. All negotiations **shall** be conducted at the sole discretion of NWACC. NWACC **shall** solely determine the items to be negotiated.
  - 2. If negotiations fail to result in a contract, NWACC may begin the negotiation process with the next highest-ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time NWACC decides not to move forward with an award.

- B. Anticipation to Award

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the NWACC website at <http://www.nwacc.edu/administrativeservices/purchasing/bids.aspx>

- 1. The anticipated award will be posted for at least a period of three (3) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the three-day posting period.

2. NWACC **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
3. It is the vendor's responsibility to check the NWACC website for the posting of an anticipated award.

## 6 MINORITY & CERTIFIED WOMEN-OWNED BUSINESS POLICY

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- B. Women-owned business is defined by Arkansas Code Annotated § 15-4-303 (9) as a business that is at least fifty-one percent (51%) owned by one or more women who are lawful permanent residents of the state of Arkansas.
- C. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Response Signature Page*.

## 7 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, NWACC 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 following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.
- C. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

## 8 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. It is the vendor's responsibility to make sure their certification has not expired and is on file. The vendor **must** provide a copy of their certification to NWACC before a contract will be awarded.

## 9 PAST PERFORMANCE

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

## 10 PUBLICITY

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

## 11 RESERVATION

NWACC **shall not** pay costs incurred in the preparation of a response.

## SECTION 2 – REQUIREMENTS

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

### 2.1 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards should* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. NWACC will outline the Performance Standards with those vendors that NWACC wishes to negotiate a contract with during contract negotiations pursuant to state law.
- C. NWACC may be open to negotiations of Performance Standards prior to the commencement of services, or at times throughout the contract duration.

### GENERAL INFORMATION AND INSTRUCTIONS

- 1.1 The successful Supplier, as an agent of NorthWest Arkansas Community College, will purchase, prepare and serve food products on the campus and provide nutritionally balanced meals for the students, faculty, staff and guests on such hourly schedules as may be agreed upon. The successful Supplier will provide such food and food products as may be requested for receptions, banquets, conferences and symposiums.
- 1.2 The primary objective of this Request for Proposal (RFP) is to ensure the excellence of the NorthWest Arkansas Community College food service program. The successful Supplier will, in conjunction with NorthWest Arkansas Community College, design a food service program that enhances the students' quality of life and contributes significantly to the total educational experience at NorthWest Arkansas Community College. These specifications are intended to preserve the integrity of the food service operation on campus.
- 1.3 NorthWest Arkansas Community College desires to hire a Supplier to provide the College with high quality food service operations. To achieve this goal in the RFP the Supplier must take into account the following objectives:
  - 1.3.1 Create a competitive advantage for the College.
  - 1.3.2 Enhance the academic environment with dining services for students, faculty, and guests of the College.
  - 1.3.3 Provide food and beverages for internal and external catered events.
  - 1.3.4 Maintain a reasonable operating cost to NorthWest Arkansas Community College.
- 1.5 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person authorized to legally bind the person, partnership, Supplier or corporation submitting the proposal.
- 1.6 By submitting a proposal, the Supplier agrees to be governed by the terms and conditions set forth in this document. Any proposal containing variations from terms and conditions set forth herein may be deemed unresponsive by NorthWest Arkansas Community College. All provisions of this Request for Proposal and the successful Supplier's proposal provide the specifications for and obligations of both parties for the dining services operation. A contract agreement to be executed by all duly authorized representatives, this RFP, and the successful Supplier's proposal will constitute the awarded contract.
- 1.8 Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.

- 1.9 Suppliers are encouraged to submit any additional information or comments they wish considered.
- 1.10 Any amendments to the RFP will be provided in writing to all Suppliers who received the original RFP.
- 1.12 The Supplier must bear all costs associated with the preparation of the proposal and of any oral presentation requested by NorthWest Arkansas Community College.
- 1.13 Supplier must, upon request of NorthWest Arkansas Community College, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this RFP. The Supplier must satisfy NorthWest Arkansas Community College that it is able to meet the conditions of the agreement without assistance from any outside source.
- 1.14 Each Supplier shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this RFP. The failure or omission of a Supplier to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this RFP or to the contract.
- 1.15 Suppliers mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified.
- 1.16 Correction or withdrawal by the Supplier of inadvertently erroneous proposals or the cancellation of an award or contract based on such mistakes will be considered only upon the Supplier's written request to correct or withdraw the proposal. The request must document the basis upon which the correction or withdrawal is sought.
- 1.17 A mandatory bidder's conference will be held on August 2<sup>nd</sup>, 2022 starting at 10am in the Student Center, behind Burns Hall, at NWACC, One College Drive, Bentonville, AR, 72712. Prospective bidders will meet with Diane Boss in the food court area and tour the kitchen. During this time a complete explanation of the facilities and timeline will be offered. **Responsible bidders must sign the attendance sheet at the mandatory conference for their bid packet to be considered upon bid opening day.**
- 1.24 The contract shall be awarded to the most responsive and responsible Supplier whose proposal is determined to be most advantageous to NorthWest Arkansas Community College. NorthWest Arkansas Community College is not bound to accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. NorthWest Arkansas Community College further reserves the right to reject any and all proposals and NorthWest Arkansas Community College will be the sole judge as to whether the Supplier's proposal has or has not satisfactorily met the requirements of this RFP.

## 2 GENERAL QUALIFICATIONS AND PROPOSAL INSTRUCTIONS

- 2.1 In order to be considered a viable Supplier, any interested party must meet each of the following criteria.
- 2.1.1 Supplier must be licensed or incorporated to do business in the State of Arkansas.
- 2.1.2 The interested party must have been in business for the past three consecutive years and currently doing business in like food service operations.
- 2.1.3 An interested Supplier to be considered must have provided catering services for conferences, receptions, banquets, and other similar food service events for a minimum of the past three years.

2.2 Proposals should be submitted in the format listed by the numbering system as follows:

Section 1. Experience and Qualifications

Section 2. Program Description

- Retail (Take Out) Dining-include description of recommended concepts, suggested operating hours, menus, pricing and sample promotions.
- Catering-provide a description for daily catering and premier events.

Section 3. Management and Staffing

- Management and Staff Training

Section 4. Continuous Improvement

- Monitoring and Evaluation of services

Section 5. Sanitation and Safety

Section 6. Corporate Responsibility

- Evidence of commitment to participation in the community, diversity and inclusion

Section 7. Optional

- Additional items not listed in this RFP (items that may benefit NWACC such as employee discount, etc.)

### **3 EXPERIENCE AND QUALIFICATIONS**

3.1 It is the purpose of this document to obtain as much complete data as possible from each prospective Supplier to enable NorthWest Arkansas Community College to determine which Supplier is best able to serve all criteria to be considered. To this end, each Supplier should furnish as part of its proposal a general description of experience in the field of educational food service and catering operations. The following should be included as a minimum:

3.1.1 Name, address and telephone number of the operating Supplier. Identify the individual authorized to negotiate and sign a contract. Also, identify local representative.

3.1.2 The duration and extent of experience in operation of educational food service and catering. Explain in full detail.

3.1.3 A list of similar operations, events and locations where you previously operated or provided similar food services. Give length of time, name, address, and a telephone number of the contact person.

3.1.4 A complete balance sheet or annual report certified by a public accountant for the most recent fiscal year of operation.

3.1.5 Provide an organization chart for the Regional Support within a reasonable distance of NorthWest Arkansas Community College

### **4 SCOPE OF OPERATION**

4.1 The Supplier will be responsible for the following operational areas:

- Resident (On Campus) dining
- Retail (Take Out) dining



- Catering

4.2 The Supplier shall also provide food service to the following food service component areas:

- Summer Programs
- Special Events
- Event Services for outside clients (conferences, receptions, and banquets held at NWACC sites)

4.3 Not included in the operational or component areas are:

- Vending
- Coffee Service (Employee daily use)

4.4 Optional Offerings

- Food truck
- Etc

## **5 HOURS OF SERVICE**

5.1 Desired hours of operation are 7:00am to 4:30pm, Monday through Friday.

5.2 Once service days and hours are approved, any addition or reduction shall be submitted to the NorthWest Arkansas Community College Administration by the Supplier in writing for approval prior to implementation.

5.3 Summer and Holiday hours of operation will be consistent with the level of activity on campus and will be based on group needs, staff needs and summer programs.

## **6 MENUS AND PRICING**

6.1 Staff Relations-Relations with customers shall always be courteous and attentive while providing efficient service. NorthWest Arkansas Community College has placed a very high value on customer service. It is essential that the Supplier fully understands and commits to the principles of NorthWest Arkansas Community College.

6.2 Retail (Take Out) Menus-Interested Suppliers shall provide various selections for the following four venues: salad bar, grill area, sandwich and ethnic selections, as well as pricing recommendations for each menu item. Once the core menus and pricing are established, changes may not be made without prior notice.

## **7 CATERING SERVICES**

7.1 A comprehensive catering program shall be offered that meets the needs of the NorthWest Arkansas Community College. The Supplier agrees that it will use its best efforts to promote and enhance the catering service, and that all college and event catering contracted through NorthWest Arkansas Community College will be done through the Supplier's catering service unless mutually agreed upon. A catering brochure and pricing guide will be required.

7.2 Interested Suppliers should provide detailed standards for catering events ranging from informal meetings to formal sit down and buffet style dinners. Quantities served could range from 2 to 300.

7.3 Food and beverage service for both NorthWest Arkansas Community College sponsored or affiliated functions, such as banquets, receptions, refreshment services, private parties, conferences, or other special events, shall be provided as requested of the Supplier. The Supplier will have first right of refusal to provide catering services on campus. An exception to this will be daily coffee service to departments for faculty and staff.

7.4 The NorthWest Arkansas Community College Administration controls space commitment and scheduling of NorthWest Arkansas Community College events. When food service is requested in conjunction with an event, the Supplier shall consult on, and coordinate the menu, details of service required, and advise on effective program arrangements.

7.5 The Supplier shall honor the specific commitments of menu prices and other arrangements made by the NorthWest Arkansas Community College Administration for catering service prior to the start of the contract. For those events that are booked in advance the Administration will make every effort to see that the specific terms agreed upon are fair and reasonable in order to avoid placing an unfair burden on the Supplier or NorthWest Arkansas Community College.

7.6 By NorthWest Arkansas Community College policy, tipping food service employees or billing for gratuities is not acceptable, and shall not be encouraged by the Supplier or the catering staff.

## **8 MARKETING AND PROMOTIONS**

8.1 Marketing a food service operation is becoming more important as the number of customer's increases and tastes and requirements change. Marketing should include, as a minimum, advertising limited time offers and items to increase utilization of the food service area.

8.2 The Supplier must bear all costs associated with design, development, and printing of promotional brochures, banners, signs, etc. for student special events.

8.3 The Supplier will develop and publish new menu additions on an "as needed" basis.

8.4 The Supplier's District Marketing Manager must be available to coordinate and/or assist with joint venture promotion of products and services of other campus departments.

8.5 Suppliers shall state how they will regularly employ advertising and promotional efforts on campus to further the visibility and image of food service.

8.6 Supplier shall show evidence of marketing and communications programs by using comment cards requesting feedback to regularly communicate with students.

## **9 CONTINUOUS IMPROVEMENTS**

9.1 Supplier shall provide a detailed assessment process for determining customer preferences, seeking customer feedback and continuously improving dining operations.

## **10 MANAGEMENT AND STAFFING**

10.1 The Supplier shall at all times employ and maintain an adequate staff on the NorthWest Arkansas Community College premises for consistent and efficient operation of all specified services (e.g. administrative, dietetic, purchasing and equipment, consultation, personnel advice and supervision). NorthWest Arkansas Community College may, at any time, and with appropriate justification, notify the Supplier that it will no longer accept services performed by any one or more of the Supplier's employees. The Supplier shall commit to work with the College to remove such employee or employees from NorthWest Arkansas Community College premises while working within all applicable state and federal laws.

10.2 The Supplier will not discriminate against any employee or applicant for employment because of race, creed, color,

age, sex, or national origin, and will make a diligent and continuing effort to ensure they are afforded equal employment without discrimination. Diligent and continuing efforts will also be made to employ handicapped persons whenever possible. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training. All solicitations or advertisements for employees placed by or on behalf of the Supplier will request that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, age, sex and national origin.

- 10.3 The Supplier shall, at his own cost and expense, secure workers' compensation insurance for the benefit of each of the persons employed by it in the operation of the food service program and keep said insurance during the term of this contract.
- 10.4 Supplier's employees will strictly adhere to NorthWest Arkansas Community College regulations regarding personal behavior. No smoking is allowed on the College campus. No drinking of alcoholic beverages is allowed on the College campus. All behavior of Supplier's employees will be in accordance with NorthWest Arkansas Community College regulations.
- 10.5 The Supplier shall develop and maintain a superior management team and support personnel to fulfill the obligations and needs of an excellent food service operation. The Food Service Director and all food service management personnel shall be selected with prior approval of the NorthWest Arkansas Community College Administration.
- 10.6 NorthWest Arkansas Community College has a policy of providing on-campus employment opportunities for its students to assist in defraying the cost of their education. This policy will be mutually agreeable to the Supplier and NorthWest Arkansas Community College and in compliance with all local, state and federal regulations.
- 10.7 The Supplier is strongly encouraged to develop student managers and student interns to a large degree and as is helpful and feasible at NorthWest Arkansas Community College. Policies and procedures of the NorthWest Arkansas Community College Financial Aid office will be followed in the employment of students.
- 10.8 The Suppliers staff may participate in the NorthWest Arkansas Community College staff meetings as appropriate and requested by the NorthWest Arkansas Community College. The NorthWest Arkansas Community College Administration will take care to hold these meetings at times that do not overlap with peak traffic times in the food facilities The Supplier shall be responsible for employees' salaries for those meetings.
- 10.9 The proposal shall specify how the management personnel employed to fulfill the contract will operate organizationally. All management positions proposed by the Supplier should be listed with areas of responsibility clearly defined.
- 10.10 The proposal should include a resume for the lead manager who will be assigned to the NorthWest Arkansas Community College campus. The profile should describe the experience, education, background, specific professional accomplishments and any special qualifications.

## **11 CLEANLINESS, SANITATION AND SAFETY**

- 11.1 The utmost importance is placed on proper sanitation standards. National Sanitation Foundation (NSF) standards for food service establishments must be monitored and maintained. The Supplier will provide sanitation standards and work with the NorthWest Arkansas Community College on maintaining the operations. Any violations of these standards shall be reported to NorthWest Arkansas Community College Administration with a detailed plan for correction of the violation at hand. Thus, the Supplier shall adhere to the highest standards of cleanliness and

sanitary practices to insure continual sanitation in all functions and matters related to the food service operations, including the appearance and performance of the food handlers in the preparation, service, transport, and storage of food and related items.

## 11.2 Supplier's Quality and Sanitation Assurance Program

11.2.1 The Supplier will be responsible to provide a copy of their Quality and Sanitation Assurance Program prior to commencement of On-Site services for review.

11.2.2 Supplier shall implement and monitor the approved program with quarterly Quality Assurance & Sanitation Audits of the On-Site service. The Supplier shall maintain a minimum rating for both the Quality Assurance and Sanitation Audits, which will mutually be determined by NorthWest Arkansas Community College and the Supplier as of the commencement date.

11.3 The Supplier should do everything possible to protect customers and employees' health by operating clean, safe, and sanitary premises. To make the facilities maximally appealing to customers, the Supplier will employ housekeeping and sanitation programs that meet the highest standards of cleanliness.

11.4 Food shall be properly handled, transported, stored, refrigerated, and frozen to prevent spoilage and contamination. When food service is not operating during summer hours or holiday breaks, all food shall be stored and/or disposed of properly to prevent spoilage during unsupervised periods.

11.5 Washing procedures for dishes, glasses, silverware, utensils, pots and pans shall result in thorough cleaning and sanitation.

11.6 The Supplier shall use an aggressive program of accident prevention and safety education. Proper instructions and training shall be provided on the use of the equipment and techniques of handling food to aid in the goal of having an accident free, safe environment. First aid supplies will be available for use as needed. Employees are to be trained by the Supplier where to find them and how to use them. All injuries and accidents are to be reported to the NorthWest Arkansas Community College Public Safety Department.

11.7 Interested Supplier shall submit a copy of their safety program with their proposal.

11.8 Supplier will follow all Fire and Safety guidelines for fire extinguishers and sprinkler heads in the kitchen.

## 12 FACILITIES AND EQUIPMENT

12.1 NorthWest Arkansas Community College will provide, at their own expense, furniture, fixtures, and equipment owned by it and used by the Supplier on premise for the equipping of services provided. Ownership of all property furnished by NorthWest Arkansas Community College shall remain with NorthWest Arkansas Community College. Upon termination of the contract, all furniture, fixtures, and equipment furnished by NorthWest Arkansas Community College will be returned in good condition allowing for ordinary wear and tear, reasonable loss, breakage or damage by fire or the elements. The Supplier is encouraged to provide creative structuring of future capital equipment needs.

12.2 The Supplier shall be responsible for advising NorthWest Arkansas Community College annually in February of required additional capital equipment purchases, and of required repairs and replacement of capital equipment and related facilities. NorthWest Arkansas Community College shall be responsible for the mutually agreed upon additional capital equipment and shall make or authorize repair or replacement of worn, damaged, or malfunctioning equipment, except wear, damage, or malfunctioning, which is caused by the negligence of the Supplier. In such

cases, NorthWest Arkansas Community College shall, at its option, request the Supplier to make and pay for the necessary repairs and replacement or repair of said capital equipment. The Supplier will be responsible for all such costs.

- 12.3 A preventative maintenance program will be suggested and implemented by the Supplier. This program and regular replacement of worn, damaged, or malfunctioning capital equipment and related facilities shall be approved of and paid by NorthWest Arkansas Community College within annual budget constraints and executed with the full cooperation of the Supplier.
- 12.4 The Supplier may annually propose that NorthWest Arkansas Community College purchase or lease additional equipment for the purpose of upgrading, augmenting, or expanding the services to be provided under the contract. NorthWest Arkansas Community College may at its sole discretion purchase or lease such equipment for the facilities, in which event such equipment shall thereafter be treated in the manner herein provided existing equipment in the facilities.
- 12.5 The Supplier will consult with NorthWest Arkansas Community College on the disposition or use of excess capital non-expendable or expendable food service supplies and equipment. The disposition shall be the responsibility of NorthWest Arkansas Community College.
- 12.6 NorthWest Arkansas Community College will provide and furnish the Supplier with office space and suitable office furniture within a location to be designated by NorthWest Arkansas Community College. The office furniture, equipment and space shall be for the exclusive use of the Supplier during the term of this agreement, subject to the NorthWest Arkansas Community College right to enter therein, but office items shall remain the property of NorthWest Arkansas Community College.
- 12.7 NorthWest Arkansas Community College owned furnishings and equipment should not be used, lent, or rented to a third party except with the written permission of NorthWest Arkansas Community College. The Supplier shall not, without consent of the NorthWest Arkansas Community College Administration, move equipment between its operating units or rearrange any food service equipment on the NorthWest Arkansas Community College campus.
- 12.8 The Supplier shall take such measures as may be reasonably required by NorthWest Arkansas Community College Administration for protection against loss by pilferage or destruction. Any occurrences of pilferage or destruction are to be reported to NorthWest Arkansas Community College Public Safety Department.
- 12.9 The Supplier shall not produce, store, or use NorthWest Arkansas Community College facilities, equipment and/or inventory for other Supplier owned or contracted operations, other individuals, groups or organizations without the express prior written consent of the NorthWest Arkansas Community College Administration for each request.
- 12.10 If there are food or beverage items under the contract which must be transported by the Supplier, the Supplier is responsible for providing and using a motor vehicle for such purpose and for providing qualified and adequate number of personnel to operate the vehicle. The Supplier shall be liable for damages or injuries caused by the intentional misconduct or negligent operation of said motor vehicle by the employees or agents of the Supplier.

### **13 INDEMNIFICATION AND INSURANCE**

- 13.1 Except as otherwise expressly provided in this Agreement, the Supplier and Client shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs which may arise because of the sole negligence, misconduct, or other fault

of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement. Notwithstanding the foregoing, with respect to property damage, for which the parties maintain a system of coverage on their respective property, each party hereto waives its rights, and the rights of its subsidiaries and affiliates, to recover from the other party hereto and its subsidiaries and affiliates for loss or damage to such party's building, equipment, improvements and other property of every kind and description resulting from fire, explosion or other cause normally covered in standard broad form property insurance policies. This clause shall survive termination of the Agreement.

13.2 The successful Supplier shall furnish to NorthWest Arkansas Community College prior to the commencement of services an insurance certificate evidencing that it maintains, in Suppliers acceptable to NorthWest Arkansas Community College, the following coverage:

13.2.1 Workers' Compensation and Employee's Liability, with minimum statutory limits.

13.2.2 Comprehensive General Liability naming NorthWest Arkansas Community College as additional named insured with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit, bodily injury including death, property damage liability and coverage for personal injury, blanket contractual liability and products liability, \$50,000 fire legal liability.

13.2.3 Comprehensive Automobile Liability (including owned, non-owned and hired) with minimum limits of \$500,000 each occurrence, single limit, bodily injury including death and property damage liability. The certificate shall specify the date(s) when such insurance expires and shall further provide for thirty (30) days prior notification to NorthWest Arkansas Community College of cancellation or material changes in coverage, and renewal certificates shall be in NorthWest Arkansas Community College possession prior to expiration dates of all policies noted therein.

13.3 Supplier's employees must comply with all campus registration and parking regulations and are subject to penalties for violations as prescribed.

## **14 INSPECTIONS**

14.1 Representatives from NorthWest Arkansas Community College reserve the right to inspect other educational food service operations contracted by interested parties prior to any award of contract.

## **15 INVENTORIES**

15.1 The Supplier shall acknowledge receipt from NorthWest Arkansas Community College of certain foodstuffs, paper supplies, and cleaning supplies set forth in an inventory to be completed and agreed on by both the Supplier and NorthWest Arkansas Community College Administration as of the close of business on a mutually agreed upon date. Fair market value will then be determined and shall be paid to NorthWest Arkansas Community College no later than thirty (30) days after that date.

15.2 The Supplier shall propose scenarios for the current inventories of china, glassware, flatware, kitchenware, trays, utensils, and other small wares. These scenarios should include maintaining inventories, purchase of said inventories and replacement of same.

## **16 STANDARDS**

16.1 The Supplier shall provide standards of operation, management, and support

services of the best quality available in the institutional food service industry. The Supplier should understand that, while it is an independent Supplier, the method of doing business and actions reflect on NorthWest Arkansas Community College. It is for this reason, among others, that the NorthWest Arkansas Community College Administration takes an active interest in how the food service is operated. NorthWest Arkansas Community College will attempt to be sensitive to the needs of an independent Supplier, at the same time it is important that the interested Supplier learn about and understand the operation of NorthWest Arkansas Community College in order that our efforts are compatible and contribute positively to the "Quality of Life" at NorthWest Arkansas Community College.

## **17 QUALITY CONTROL**

- 17.1 The optimum quality and value of food products shall be offered to NorthWest Arkansas Community College. The Supplier will use top quality ingredients in the preparation of all products.
- 17.2 The Supplier will establish and constantly maintain a high level of service for food service operations. Consistently good food service shall be offered throughout the year, and the Supplier shall make every effort to insure this. The NorthWest Arkansas Community College Administration will not be satisfied with service that is periodic or even occasionally poor quality.
- 17.3 The Supplier must provide a quality program consistently throughout the year.

## **18 CUSTODIAL RESPONSIBILITIES**

- 18.1 The Supplier will provide custodial services as follows:
- Daily floor cleaning in the kitchen and serving areas
  - Trash removal from waste receptacles in dining areas.
  - Daily cleaning and housekeeping of the food service, preparation, and service areas, and washing all trays, dishes, glassware, and utensils.
  - Prompt cleaning of all service area furnishings, including dining area tables and chairs.
  - Cleaning of all preparation and food service equipment.
  - Thorough cleaning of POS stations daily.
- 18.2 The Supplier may be required to cater or provide food services in areas of the campus other than the food service area. The Supplier will be responsible for immediately returning food and equipment to the food service area after the event.
- 18.3 The Supplier shall, as a direct cost of operation, maintain standards of housekeeping and sanitation in areas under its responsibility to the complete satisfaction of NorthWest Arkansas Community College and governmental authorities, including the requirements of the Occupational Safety and Health Act.

## **19 BUSINESS PRACTICES**

- 19.1 The Supplier will develop an "Operations Manual," including sheets on customer service, that describes in suitable detail how its business is to be conducted and what standard procedures are to be used in the operation of the facilities. Such a manual will be provided to NorthWest Arkansas Community College and shall be kept confidential.
- 19.2 The contract, in whole or in part, shall not be subcontracted or assigned to another Supplier without prior written permission from NorthWest Arkansas Community College.

- 19.3 The Supplier will comply with all statues, ordinances, and regulations of all federal, state, county, and city governments and of any and all of the departments and bureaus thereof applicable to the carrying on of its business.
- 19.4 The Supplier shall likewise be financially responsible for obtaining all required permits, licenses, and bonding to comply with pertinent NorthWest Arkansas Community College regulation, municipal, county, state, and federal laws and for assuming liability for all applicable taxes and such taxes shall not be restricted to sales, property and beverages.
- 19.5 Health examinations, food handler's exams, or bonding the personnel shall be the responsibility of the Supplier.
- 19.6 If because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restrictions, labor disturbance or strike, business operations at NorthWest Arkansas Community College shall be interrupted or stopped, the performance of this contract with exception of monies already due and owing shall be suspended and excused to the extent commensurate with interfacing occurrence, and expiration dates of the contract may be extended for a period of time equal to the time of such default in performance is excused.
- 19.7 The Supplier shall maintain at all times during the term of its contract, full and complete records of all operations performed by it there under, including all purchasing invoices, payroll records, and cash register tapes used in the facilities. Unit and date shall identify cash register tapes. NorthWest Arkansas Community College shall have the right at all reasonable times to inspect and audit the records of the Supplier. The Supplier shall also retain all such records according to IRS guidelines.
- 19.8 The Supplier will exercise maximum control over all cash sales and transactions, and recommend conditions and equipment, which may be needed to maintain this control.
- 19.9 The Supplier shall at its sole cost do all accounting, (in accordance with generally accepted accounting principles) maintain payroll, inventory, accounts receivable, accounts payable, other reasonably associated records; subject to annual audit by NorthWest Arkansas Community College at a reasonable time; including but not limited to all cash handling and cash control and all statistical information needed for such accounting.
- 19.10 The Supplier shall provide to NorthWest Arkansas Community College, on a monthly basis, financial operating statements detailing expenditures, and all categories of revenue.

## **20 FINANCIAL**

- 20.1 The term "fiscal year" when used herein shall mean the twelve (12) calendar months, beginning July 1st of each year and ending with June 30th of the succeeding year. The Supplier's year-to-date reports will coincide with NorthWest Arkansas Community College fiscal year.
- 20.2 The Supplier shall, within ten (10) days following the close of each month, submit to NorthWest Arkansas Community College an operating statement for the prior monthly accounting period and year-to-date.
- 20.3 The Supplier will offer NWACC a percentage of sales in lieu of a facilities lease agreement. If the Supplier runs additional catering business out of NWACC facilities, a fixed overhead cost will be agreed upon.

## **21 ADDITIONAL INFORMATION FOR CONSIDERATION**

- 21.1 NWACC would give special consideration to a supplier who could provide the following:



- Hot meals such as, Tacos, Pizza, Italian Casseroles, Soups, Chili, etc.
- Cold meals such as, Salads, Sandwiches, Yogurt, etc.
- Drinks: Soda Fountain with exclusively Coke products, Iced Tea, Bottled Water.

21.2 Supplier would have full use of most of the kitchen facilities. Due to ventilation concerns, the Supplier would not have access to the deep fryer and limited use of the griddle. The ventilation system is not suited to fried foods or hamburgers on the grill. Pancakes would be suitable for the grill. Sausage and bacon could be cooked in the oven. Supplier is advised to attend the pre-bid meeting so that they can examine the facilities.

21.3 The service of breakfast and lunch would be optimal.

21.4 Supplier will have a manager on site and a staff to support various times of the day.

21.5 The Supplier will follow NWACC's Policies and Procedures.

21.6 Supplier will agree that only authorized persons are allowed in the kitchen.

21.7 Supplier will agree to undergo drug testing and the performance of a background check.

21.8 Supplier will be responsible for day to day cleaning. NWACC will provide janitorial supplies and perform one yearly deep clean of the site.

21.9 NWACC will provide repair of our equipment limited to normal operation. NWACC is not responsible for damage or abuse.

21.10 NWACC Campus Holiday's and closures are as follows:

- New Year's Day
- Dr. Martin Luther King Junior's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Two week closure over the Christmas Holiday

## 22.1 ETHICAL STANDARDS

In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c): It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Supplier for the purpose of securing business.

## SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

### 3.1 RESPONSE PACKET

A. NWACC will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.

### 3.2 PROPOSAL EVALUATION (100 Points)

Criteria for Scoring	Points
Experience and Qualifications	20
Menus and Pricing	25
Management and Staffing	20
Financial Proposal	30
Other information included in the proposal but not specifically identified	<u>5</u>
<b>Total</b>	<b>100</b>

### 3.3 FINANCIAL PROPOSAL (30 Points)

Points shall be assigned for the cost of the services which comprise the overall proposed solution, as follows:

- The bid with the most optimal sales percentage offer will receive the most cost points.
- Remaining bids will receive points in accordance with the following formula:

$$(a/b)(c) = d$$

a = optimal sales percentage

b = second (third, fourth, etc.) most optimal sale percentage

c = maximum points for Cost category (30)

d = number of points allocated to bid

## 23 EVALUATION COMMITTEE

23.1 Proposals will be evaluated by NorthWest Arkansas Community College Administration and Staff from the following areas:

1. Board
2. Administration
3. Staff
4. Students

### 3.4 BEST AND FINAL OFFER

NWACC reserves the right to request an official “Best and Final Offer” from Respondents if it deems such an approach in the best interest of NWACC. In general, the “Best and Final Offer” will consist of an updated cost proposal in addition to an opportunity for the vendor to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original proposal response submitted to NWACC. If NWACC chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the NWACC Procurement Department.

### 3.5 SUMMARY & EXPERIENCE

This section will include details of the respondent's background, size, and resources as well as details of experience relevant to the proposed project. Please detail the respondent's familiarity and proven experience with this type of contract and demonstrated ability to serve NWACC's needs for services associated with these activities.

### 3.6 REFERENCES

***Please provide references of at least three (3) current customers that you provide services which are compatible to NWACC.*** Please list contact names, addresses, and telephone numbers.

Recommendations and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the Request for Proposals. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

*NWACC will give attention and consideration to the innovation in the responses that come back and it shall be part of our selection criteria.*

## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

### 4.1 PAYMENT AND INVOICE PROVISIONS

- A. Invoicing procedures **shall** be agreed upon with the winning bidder.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. NWACC **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

### 4.2 GENERAL INFORMATION

- A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- B. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- C. Any litigation involving the State **must** take place in Benton County, Arkansas.
- D. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- E. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - The right to possession.
  - The right to accrued payments.
  - The right to expenses of reinstallation.
  - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- F. The laws of the State of Arkansas **shall** govern this contract.
- G. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- H. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State 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 State to carry insurance for such risk.

#### 4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the agency 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 subSupplier of the vendor.

#### 4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 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 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 State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

#### 4.6 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

#### 4.7 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

**4.8 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 agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

## SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Response Packets **must** be submitted to NWACC on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses, if applicable, **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
- 10. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. NWACC **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval by NWACC. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Supplier delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize NWACC to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Supplier. The Supplier **must** give written notice to NWACC of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The Supplier **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Supplier hereunder or in contemplation hereof or developed by the Supplier for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Supplier's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Supplier **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Supplier may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contactor may have arising from or in connection with this Agreement. Unless the Supplier's obligations to perform are terminated by the State, the Supplier shall continue to provide the Services under this Agreement even in the event that the Supplier has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Supplier by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Supplier may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Supplier has provided services which the State has accepted, the Supplier may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subSupplier or vendor.
- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Supplier, 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.



# Appendix

## RESPONSE SIGNATURE PAGE

Type or Print the following information.

### RESPONDENT'S INFORMATION

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

### VENDOR CONTACT INFORMATION

*Provide contact information to be used for bid solicitation related matters.*

Contact Person:	Title:
Phone:	Alternate Phone:
Email:	

### CONFIRMATION OF REDACTED COPY

YES, a redacted copy of submission documents is enclosed.  
 NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested.

*Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.*

**An official authorized to bind the vendor to a resultant contract must sign below.**

The signature below signifies agreement that either of the following **shall** cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
*Use Ink Only.*

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

## Equal Opportunity Policy Disclaimer

### ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, who is responding to a formal bid request, request for proposal or qualifications, or negotiating a contract with the state 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.

Submitting the EO Policy is a one-time requirement. The NWACC Purchasing Department will maintain a database of policies or written responses received from bidders.

**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 (479) 619-4171.

Sincerely,

Director of Purchasing  
Northwest Arkansas Community College

**To be completed by business or person submitting response: (check appropriate box)**

**EO Policy Attached**

**EO Policy previously submitted to NWACC Purchasing Department**

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

**Company Name**

**Or Individual:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

## EO 98-04 Disclosure Form

The EO 98-04 Disclosure Form can be found at the following location as a fillable PDF:

<http://content.nwacc.edu/administrativeservices/Procurement/contract%20and%20grant%20disclosure.pdf>

If you are unable to download this form, please contact Purchasing at:

Email: [purchasing@nwacc.edu](mailto:purchasing@nwacc.edu)

## ILLEGAL IMMIGRANT CERTIFICATION

Pursuant to Arkansas Code Annotated § 19-11-105, Supplier(s) **shall** certify with OSP that they do not employ or contract with illegal immigrants.

By signing below, the Supplier agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Contract Number	RFP-23-002
AASIS Number	
Description	Food Services
Supplier	

Supplier Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# STUDENT CENTER FIRST FLOOR



