

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



REQUEST FOR PROPOSAL
EXECUTIVE SEARCH FIRM

SACC20-001

PROPOSALS MUST BE RECEIVED BEFORE:
2:00 P.M. Central Time on Tuesday, July 23, 2019

Proposal Delivery Address:

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

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PRESIDENTIAL SEARCH FIRM

ACKNOWLEDGEMENT OF RECEIPT

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

Name of Firm: _____

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

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

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

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

Signature _____ **Date:** _____

Email Address _____

Responses should be received by July 23, 2019.

**REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE**

Anticipated Procurement Timetable

RFP Release Date:	June 18, 2019
Questions due by:	July 12, 2019
Proposal due date:	July 23, 2019 at 2:00 p.m. (CST)
Approx. Evaluation Completion Date:	On or before July 30, 2019

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

Company Name: _____

Name (Type or Print: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

PLEASE ATTACH A COMPLETED W-9 FORM.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of South Arkansas Community College prior to the official review of this bid. **THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: _____

EXECUTIVE SEARCH FIRM

South Arkansas Community College
El Dorado, AR 71730

I. General Information and Instructions for RFP

A. **Request for Proposal:** South Arkansas Community College, also referred to as "SouthArk" or the "College", an institution of higher education, seeks proposals from reputable Executive Search Firms and consultants to assist in the recruiting and hiring of the next President of SouthArk because of planned retirement of current president. The President is the chief executive officer of the College and reports to the SouthArk Board of Trustees. The position carries a nationally competitive salary commensurate with experience and qualifications.

Proposals will be accepted until **2:00 pm CST, July 23, 2019**

Sealed Proposals should be mailed or delivered to the following:

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

This solicitation does not commit the College to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure a contract for the articles of goods or services. The College reserves the right to accept or reject any or all proposals received as a result of this request and to cancel in part or in its entirety this request for proposal, if it is in the best interest of the College. No department or office at the College has the authority to solicit or receive official proposals other than the office of Procurement Services. All solicitation is performed under the direct supervision of the Director of Procurement Services and in complete accordance with College policies and procedures and State of Arkansas laws.

B. **Term of the Contract:** The required services described herein are to commence as soon as possible and shall continue in force until either 1) the

position is filled; or 2) July 31, 2020. Thereafter, the contract may be renewed upon mutual agreement of both parties on an as-needed basis.

- C. **Type of Service:** Proposals will be received for the services specified herein or listed in documents hereto under the terms and conditions of this Request for Proposals and any general specifications attached. (Attachment D)
- D. **Legally Binding:** Proposals must be made in the official name of the firm or individual under which business is conducted and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.
- E. **Qualifications of Offerors:** Offerors shall be of known reputation and shall have sufficient experience and qualified personnel to perform adequately the prescribed service. Offerors shall submit evidence of qualifications as requested in the solicitation. Offerors shall complete and return Attachment A, Offeror Data Sheet.
- F. **Proposal Costs:** The Contractor must bear all costs associated with the preparation of the proposal.
- G. **Terms and Conditions:** By submitting a proposal, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from terms and conditions set forth herein may, at the sole discretion of the College, render such proposal unresponsive.
- H. **Compliance:** Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the Request for Proposal, the proposal may be rejected. Proposals must be signed to be considered.
- I. **Contract:** All provisions of this Request for Proposal and the successful Offeror's proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). The following shall constitute the contract agreement.
- SACC-RFP-19/20-001
 - All addenda issued pursuant to SACC-RFP-19/20-001
 - Contractor's proposal
 - All clarifications & negotiated modifications to Contractor's proposal
- J. **Addenda to RFP:** Any addenda to this RFP will be published on the Office of State Procurement website under Misc Bid Opportunities at the following web

address:

<http://www.dfa.arkansas.gov/offices/procurement/Pages/miscBidOpportunities.aspx>

- K. **Proprietary information:** Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the respondent to identify all proprietary information. The vendor should submit one complete electronic copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy. The respondent is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the respondent. If a redacted copy is not received the entire proposal will be open to public inspection with the exception of financial data. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information. **An *entire proposal marked "Confidential" will not be considered.***
- L. **RFP Content:** Each Offeror shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this "Request for Proposal." The failure or omission of the Offeror to acquaint itself with existing conditions shall in no way relieve it of any obligation with respect to this "Request for Proposal" or to the "Negotiated Contract." Later claims for extra compensation for existing conditions that should have been foreseen had such an examination been made will not be honored.
- M. **Mandatory Pre-Proposal Conference:** A Mandatory Pre-Proposal will not be required.
- N. **Questions and Requests for Clarifications:** Offerors are requested to forward all questions, in writing, no later than July 12, 2019, 2:00 p.m. CST, to

Ann Southall, email address: asouthall@southark.edu, [no additional questions or clarifications will be allowed after this deadline.](#)

- O. Contract Termination:** Discussion Period: If at any time during the term of this agreement, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30)-day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30)-day discussion period, the party considering the termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party ninety (90) days written notice of its intention to terminate.

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

II. College Background

A. Position Description: President of South Arkansas Community College

The President is the CEO of the College reporting to the SouthArk Board of Trustees. The President provides leadership for all activities and operations of the college and is accountable for its overall success. The President has eight direct reports with 3 Vice Presidents. The Executive Cabinet provides leadership assistance and support in carrying out the mission, strategic plan, and operations of the institution.

B. College Information

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

SouthArk was established by a vote of the citizens of Union County on March 31, 1992. Voters approved forming a community college district for the county, merging Oil Belt Technical College and Southern Arkansas College-El Dorado Branch to form a comprehensive community college. The College has locations in El Dorado, Warren, Little Rock (MEMS), and online.

SouthArk offers 19 associate degrees and more than 40 certificates in health sciences, career technical education, liberal arts, and business and technology. For students who are planning to transfer to a four-year college, SouthArk offers the associate of arts degree. Articulation agreements with area universities also allow for seamless credit transfer. SouthArk provides adult education and workforce programs designed with industry-driven curriculum and customized training.

SouthArk's west campus is home to programs for general education, criminal justice, business and technology, and health care. At the heart of the main campus is Heritage Plaza, a green space for students to meet and relax between classes. Across the street, the El Dorado Conference Center, managed by the college, is also the home of the SouthArk Student Center where students' enrollment, registration, and support needs are met. SouthArk's east campus offers career technical programs for high school and post-secondary students and adult basic education. Non-credit classes at this site meet the workforce needs of local employers and the interests of the community. SouthArk also has approved educational sites in Warren and Little Rock. Beyond the traditional classroom, SouthArk has an extensive online course and program presence where a student can earn an associate of arts completely online. Many other degree and certificate programs can be completed primarily through online courses.

SouthArk provides quality faculty and staff, innovative teaching, and exceptional facilities with state-of-the-art laboratories. The college offers excellent education and workforce training which is accessible and affordable for the people of south Arkansas and north Louisiana. For more information on SouthArk, visit the website at www.southark.edu.

III. Statement of Needs

SouthArk is seeking a full-service recruitment firm/consultant to execute a successful search for the position of President. Services at a minimum will include the design and execution of all steps to define the search, identifying and recommending potential candidates for the position, presenting candidates to the Presidential Search Committee, and assisting in the execution of the hiring process. The Presidential Search Committee will make the final recommendation to the SouthArk Board of Trustees. The Board of Trustees will make the final hiring decision. The firm must provide expert services in recruitment of executive leadership for the higher education industry and demonstrate a successful track record in such recruitments.

References will not be contacted until advanced stages of screening. The selection process will continue until the position is filled. This position is subject to a pre-employment criminal background and financial history background check. A criminal conviction or arrest pending adjudication or adverse financial history information alone shall not disqualify an applicant in the absence of a relationship to the requirements of

the position. Background check information will be used in a confidential, non-discriminatory manner consistent with state and federal law.

SouthArk is an equal opportunity, affirmative action institution, committed to achieving diversity in its faculty, staff and student body. All applicants are subject to public disclosure under the Arkansas Freedom of Information Act, and persons hired must have proof of legal authority to work in the United States.

IV. Contract Administrator

The Vice President for Finance and Administration will serve as the College's administrator of this contract. The contract administrator shall manage all aspects of the contractual relationship to ensure that the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are being fulfilled.

V. Proposal Preparation and Submission Requirements

A. General Requirements

1. Transmittal letter:

- a. The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the Prospective Contractor. It shall include:
 - i. A statement summarizing the Prospective Contractor's understanding of the work to be performed
 - ii. A statement accepting financial responsibility for any expenses incurred in the preparation of the proposal.
 - iii. A statement regarding any deviations from, or exceptions to, this RFP. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

2. Qualifications / Support Staff & Personnel:

- a. Description of the individual(s) or firm's qualifications to provide the services.
- b. Description of support staff who are available to support local personnel, their qualifications, and geographic location.
- c. Describe current and projected workload and work capacity.
- d. Describe work elements and how they will be performed.
- e. Describe the availability of the firm to assist in identifying top candidates in a timely manner.

3. References:
 - a. Provide references for at least three (3) projects of similar size and scope performed in the higher education sector during the last five (5) years.
4. A summary of all project costs with not-to-exceed budgets for reimbursable expenses such as travel, communications, supplies, printing, etc. (if any).
5. A project schedule showing allocation of effort and estimated completion date.

B. Submission of Proposals:

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

FROM:

	July 23, 2019, 2:00 P.M. CST
Name of Offerors	Due Date and Time
	SACC-RFP-19/20-001
Street Address or Box Number	
	RFP Title
City, State, Zip Code	Executive Search Firm

Name of Issuing Officer: Ann Southall

2. The proposal should be addressed as set forth on page (1) of this document. Proposals may be hand delivered to the location provided on page 1.
3. Contractors mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office.
4. Correction or withdrawal by the Offeror of inadvertently erroneous proposals or the cancellation of an award or contract based on such mistakes will be considered only upon the Offeror's written request to

correct or withdraw the proposal. This request must document the basis upon which the correction or withdrawal is sought.

5. Proposal Preparation

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

- f. Ownership of all data, material, and documentation originated and prepared for the College pursuant to the RFP shall belong exclusively to the College and be subject to public inspection in accordance with the laws of the State of Arkansas. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under laws of the State of Arkansas; however, the Offeror must invoke the protection of the State of Arkansas in writing, either before or at the time of the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or propriety information. Labeling the entire contents of the proposal is not acceptable and may result in disqualification of the proposal. The State of Arkansas Attorney General's Office will make the final determination regarding the request to classify information as protected, proprietary, trade secret and confidential material.
- g. In compliance with Act 419 of 2019, the Proposal needs to include documentation of past performance not greater than three (3) years old. Documentation may be a formal Vendor Performance Report, an informal, signed and dated memo, or any other appropriate authenticated notation of performance to the vendor file.

6. Oral Presentation

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

B. Specific Requirements

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

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

VI. Evaluation and Award of Contract:

A. Evaluation Criteria:

- A contract shall be awarded to the responsive and responsible Offeror whose proposal is determined to be the most advantageous to the College. The College is not bound to accept any proposal based solely on price, but will make an award based on the evaluation factors set forth herein. The College further reserves the right to reject any and all proposals, and the College will be the sole judge as to whether the Offeror's proposal has or has not satisfied and met the requirements of this RFP.
- Proposals will be evaluated by the South Arkansas Community College RFP Evaluation Committee (which is separate from the Presidential Search Committee) using the following criteria:
 1. Qualifications and experience of Offeror in providing the services outlined in the RFP, with emphasis on the demonstrated experience and competence in performing the defined scope of work (Attachment B). The College will be especially sensitive to the qualification and experience of the proposed professional management staff. Please include resumes and profiles of proposed management team, division, and corporate resource support services. Respondents must indicate their unique qualifications and experience including references for at least three (3) projects of similar size and scope performed in the higher education sector during the last five (5) years

Point Value for Section One – 30 Points

2. References and past experience in providing comparable services to other similar clients (ie., community colleges). Prior performance as verified based upon references provided and through other inquiries made by the College. See Paragraph V.B.5.g for specific information on prior performance

Point Value for Section Two – 20 Points

3. Quality, compliance, and completeness of proposal

Point Value for Section Three – 10 Points

4. Price proposal, including any guarantees.

Point Value for Section Four – 30 Points

5. Estimated capacity to perform the work defined. Respondents are to provide the names and brief biographies of the individuals who will be performing this work, and an organizational chart. Also list other work commitments to be met during the estimated duration of this assignment.

Point Value for Section Four – 10 Points

B. Award of Contract

1. The College will select the top finalists that are deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal (RFP), including price, if so stated in the Request for Proposals. The top finalists may be required to give an oral presentation to representatives of the College at a mutually agreed upon time.
2. Negotiations shall be conducted with the Offerors upon the completion of the oral presentations, if oral presentations are used. Price shall be considered, but is not the sole determining factor. Negotiations will be conducted in accordance with Act 419 of 2019. The College may cancel this Request for Proposal or reject proposals at any time prior to an award. Should the College determine, in writing and in its sole discretion, that only one (1) Offeror is fully qualified, or that one (1) Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to the Offeror. The award

document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

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

VII. References

1. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____

2. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____

3. Company Name _____
Address _____
Company Phone Number _____
Contact Person _____
Contact Phone Number _____

VIII. Price Proposal

Offerors are to provide a fixed price for the services offered and an itemized estimate of any additional expenses. The fixed cost should be stated as a dollar amount and **not as a percentage** of the compensation of the Chancellor position.

Price for Consultant Service \$ _____
(Fixed price)

Additional Expenses (please list):

Travel \$ _____

Advertising \$ _____

Car Rentals \$ _____

Hotels \$ _____

Postage/copies/faxes/phone \$ _____

_____ \$ _____

Total Estimated Expenses \$ _____

ATTACHMENT A
OFFEROR DATA SHEET
TO BE COMPLETED BY OFFEROR

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

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

Type of Business: _____; _____ years _____ months.

3. **BUSINESS STATUS:**

A. Type of Organization (circle one):

Individual Partnership Corporation
Sole Proprietor Other (explain) _____

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

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

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

Attachment B Scope of Work

I. General

The College is seeking a full-service recruitment firm/consultant to execute a successful search for the position of President of South Arkansas Community College. Services at a minimum will include the design and execution of all steps to define the search, identifying and recommending potential candidates for the position, presenting candidates to the Presidential Search Committee, and assisting in the execution of the hiring process. The firm must provide expert services in recruitment of executive leadership for the higher education industry and demonstrate a successful track record in such recruitments.

References will not be contacted until advanced stages of screening. The selection process will continue until the position is filled. This position is subject to a pre-employment criminal background and financial history background check. A criminal conviction or arrest pending adjudication or adverse financial history information alone shall not disqualify an applicant in the absence of a relationship to the requirements of the position. Background check information will be used in a confidential, non-discriminatory manner consistent with state and federal law.

The College is an equal opportunity, affirmative action institutions, committed to achieving diversity in its faculty, staff and student body. All applicants are subject to public disclosure under the Arkansas Freedom of Information Act, and persons hired must have proof of legal authority to work in the United States.

II. Position Description

The President is the chief executive officer of the College, reporting to the Board of Trustees of South Arkansas Community College. In accordance with college policy, the President provides leadership for all activities of the College and is accountable for its overall operation and success. The President employs an executive cabinet to provide leadership and assistance in all aspects of carrying out the operation and mission of the College. As part of the search process for the next President, the selected firm will be responsible for leading the process of drafting a detailed position description in partnership with the Presidential Search Committee and College officials.

Attachment C

Contractor Performance Standards

Arkansas Public Law 557 of 2015 effective 8/1/15, requires the development and use of performance-based standards, including benchmark objectives, during the term of a service-related contract.

The following benchmarks are proposed by the College and will be incorporated into any resulting contract. However, the College will consider alternates which must be proposed below by the vendor:

1. First payment - 1/3 of the estimated total fee and billed on commencement.
2. Second payment - 1/3 of the estimated total fee when a short-list of candidates is provided.
3. Final payment - the balance after the successful candidate signs the employment contract.

Firms shall guarantee to conduct a replacement search at no charge if a recruited candidate stops working with the College within one year.

Firms shall guarantee to conduct a replacement search at a reduced rate if a recruited candidate stops working with the College within five years.

Vendor accepts the above performance standards. Indicate reduced rate (if any) if a recruited candidate stops working within 1 year_____ ; 2 years_____ ; 3 years_____ ; 4 years_____ ; 5 years_____

NOTE: Non-acceptance of these standards or failure to propose alternative performance standards and benchmark objectives may result in rejection of your bid. The College reserves the right to reject any proposed alternates.

Vendor proposes the following alternate performance standards and benchmark objectives:

Attachment D Terms and Conditions

Proposers must note in their response if they take exception to any State or Contract requirements outlined in this RFP.

1. CONDITIONS AND TERMS OF PROPOSAL

If the proposer submits standard terms and conditions with the proposal, and if any of those terms and conditions are in conflict with the laws of the State of Arkansas, the State laws shall govern.

2. FORCE MAJEURE

Both parties shall agree that, by reason of strike or other labor disputes, civil disorders, inclement weather, Acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of agreement.

3. LIABILITY

Pursuant to Article 12, § 12 of the Arkansas Constitution, the College may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. The parties are responsible for their own negligent conduct and that of their respective officers, employees, agents and designated representatives acting within the official scope of their position.

4. GOVERNING LAW AND VENUE

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. The place of execution and venue governing the resulting agreement is Union County, Arkansas. All matters relating to the validity, construction, interpretation and enforcement of the agreement shall be determined in Union County, Arkansas.

5. SOVEREIGN IMMUNITY

The College is an instrumentality of the State of Arkansas and is entitled to sovereign immunity. The parties agree that all claims, demands or actions for loss, expense, damage, liability or other relief, either at law or in equity, for actual or alleged personal injuries or property damage arising out of or related to the agreement by the College or its officers, employees, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas. With respect to such claims, demands, or actions, the College agrees that: (a) it will cooperate with the vendor in the defense of any claim, demand or action brought against the Vendor seeking the foregoing loss, expense, damage, liability or other relief; (b) it will in good faith cooperate with the vendor should the Vendor present any claim, demand or action of the foregoing nature against the 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. The obligations of the paragraph shall survive the expiration or termination of the agreement. Nothing in the agreement between the Vendor and the College shall be construed as a waiver of the College's sovereign immunity or the College's right to assert in good faith all claims and defenses available to it in any proceeding.

6. ATTORNEY'S FEES

Neither party shall be liable to the other for any payment of attorney's fees or costs on any claim, demand or action related to or regarding the validity, construction, interpretation, breach or enforcement of the agreement.

7. INDEPENDENT CONTRACTOR AND PRICE DETERMINATION

The Contractor is an independent contractor and shall not be deemed for any purpose to be an employee or agent of the College.

The Contractor certifies by entering into and signing a contract with the College that neither it nor its principals is presently debarred, declared ineligible, or voluntarily excluded from participation in this transaction by any State department or agency.

A proposal will not be considered for award if it was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to pricing with any other offeror or with a competitor. In addition, the proposer is prohibited from submitting multiple proposals in a different form; i.e., as prime proposer and as a subcontractor to another prime proposer.

All pricing will remain firm for each contract period. The Contractor must include a certified statement in the proposal certifying that the pricing was arrived at without any conflict of interest, as described above. Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

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

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

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

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

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

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

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

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING PROPOSAL:

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

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

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

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

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

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

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

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

Click on: **“Procurement”** on left-side information bar

Click on: **Illegal Immigrant Reporting**

Click on: **“Vendor” Illegal Immigrant Contracting Disclosure Reporting Screen**

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

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

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

Thank you.

Ann Southall

Ann Southall
Agency Procurement Official
Manager, Purchasing and Payment Services

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

Please check the appropriate statement below:

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

Date of certification: _____

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

Reason for non-certification: _____

Name of Company: _____

Signature: _____

Name & Title: _____

(Printed or typed)

Date: _____

ATTACHMENT E

INDEPENDENT PRICE DETERMINATION CERTIFICATION STATEMENT

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

Signature

Title

Company

ATTACHMENT F

BID PRICE CERTIFYING STATEMENT

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

Signature

Title

Company

ATTACHMENT G

CERTIFICATION

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

Name of Firm: _____ Fed. ID# _____

Address: _____

Phone No: _____ Fax No: _____

Printed Name of Authorized Individual _____

Title of Authorized Individual _____

Signature of Authorized Individual _____

Date _____

UNSIGNED PROPOSALS WILL BE REJECTED

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

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

Yes _____

No _____

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503* If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity

AASIS Vendor Number

Contractor/Vendor name

Contractor Signature: _____ Date: _____

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SOCIAL SECURITY NUMBER TAXPAYER ID #: ----	FEDERAL ID NUMBER OR ----	SUBCONTRACTOR: <input type="checkbox"/> Yes <input type="checkbox"/> No	SUBCONTRACTOR NAME:
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:	STATE:	ZIP CODE: ---	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

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

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

Position Held	Mark (v)		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?	
	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 (v)		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.

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	Agency	Agency	Contact	Contract
Number _____	Name _____	Contact Person _____	Phone No. _____	or Grant No. _____

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