



# North Arkansas College

## REQUEST FOR PROPOSAL

RFP Number: <b>NA-15-0005</b>	Purchasing Agent: <b>Shari Holt</b>
Commodity: <b>Custodial Cleaning Supplies</b>	Proposal Opening Date: <b>January 30, 2015</b>
Date Issued: <b>December 19, 2014</b>	Proposal Opening Time: <b>3:00 P.M. Central Time</b>

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO NORTH ARKANSAS COLLEGE.

Vendors are responsible for delivery of their proposal documents to North Arkansas College prior to the scheduled time for opening of the particular RFP. When deemed appropriate, vendors should consult with special hand delivery providers to ensure the proposal documents will be delivered to North Arkansas College, Special Hand Delivery Address specified and will do so prior to the scheduled time for RFP opening. Special hand delivery providers (USPS, UPS, FedEx, etc.) may deliver on a schedule determined by each individual provider. And, if you send your proposal response by U.S. mail, it is recommended that you allow extra days in advance of the scheduled opening date.

<b><u>U.S.MAILING ADDRESS:</u></b> North Arkansas College Purchasing: Sealed Proposal Enclosed 1515 Pioneer Drive Harrison, AR 72601	<b><u>SPECIAL HAND DELIVERY &amp; RFP OPENING LOCATION:</u></b> North Arkansas College Purchasing: Sealed Proposal Enclosed 303 North Main, Suite 401 Harrison, AR 72601
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Company Name: \_\_\_\_\_

(type or print)

Name of Signing Individual: \_\_\_\_\_

Title: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

(PLEASE USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED)

Business Designation  
(check one):

Individual [ ☐ ]

Sole Proprietorship [ ☐ ]

Public Service Corp [ ☐ ]

Partnership [ ☐ ]

Corporation [ ☐ ]

Government/ Nonprofit [ ☐ ]

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# North Arkansas College – Request for Proposal – Custodial Cleaning Supplies

## 1.1 Procurement Background

North Arkansas College is an Arkansas state agency and, therefore, must procure any applicable goods and services from existing Mandatory State Contracts (MSC). Where applicable goods or services might be quoted at a lower price than the MSC, a state agency may petition the Arkansas Office of State Procurement for exemption from that MSC. However there must be thorough and convincing documentation of significant savings before the petition will be considered.

The Arkansas Office of State Procurement also negotiates for Non-Mandatory State Contracts for the benefit of state agencies but these are optional and state agencies may procurement goods or services covered by these contracts from other sources – depending on the low quoted price and other associated services involved.

Arkansas state agencies are also subject to procurement cost levels – either with single item costs, collective associated group costs and/or single or group item period costs. The Cost Level Procedures that North Arkansas College follows are –

### **\$0.01 to \$4,999.99      Small Procurement – Open Source**

Procurement of individual items, combined group purchases and specific services expected within a fiscal year or within a planned multi-year contract term within this price range may be acquired from a single selected source, no quotes required, but price comparison is encouraged.

### **\$5,000.00-\$9,999.99      Small Procurement – Open Source**

Same as above; however, two quotes are recommended.

### **\$10,000.00 - \$49,999.99      Medium Procurement – Competitive Bidding**

Procurement of individual items, combined group purchases and specific services expected within a fiscal year or within a planned multi-year contract term within this price range require quotations from at three (3) separate vendors or suppliers. A Quote Bid form must be completed.

### **\$50,000.00 and over      Large Procurement – Formal Sealed Bidding**

Procurement of individual items, combined group purchases and specific services expected within a fiscal year or within a planned multi-year contract term within this price range must be publicly advertised for written, sealed bids.

When known specific and definitive items or services are procured and only prices are involved, Northark will utilize either a Quote Bid (QB) or a Formal Sealed Bid (Invitation for Bid, IFB) process, depending on the anticipated price level involved.

When there is combination of price and potential services involved or a particular need is known but there may be variable processes or approaches in addressing that need, Northark will utilize a Request for Proposal (RFP) process. When this process is used, certainly the cost bid will be one of the determining factors but there may be other non-cost considerations as well. These non-cost considerations may or may not be subjective but with any RFP, the weight or value of each consideration is published within the RFP document.

When procurement of professional services are needed, North Arkansas College will utilize a Request for Qualifications (RFQ) process. When this process is used, only the various credentials of the responding entities are reviewed. Then, after an apparent leading responder is chosen, service fees are negotiated.

## 1.2 Purpose

This Request for Proposals (RFP) sets forth the requirements and the possible performance services, standards and specifications for Custodial Cleaning Supplies. The RFP process was selected for the procurement of custodial cleaning supplies because certain variables of environmental standards, and chemical yields, dispersing systems, references and possible training aids and services d systems are involved.

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Other typical custodial supply items are excluded either because they are subject to mandatory state contracts, they are being procured through a separate Invitation for Bid process or potential items are nominal in quantity, nominal in price and/or involve unknown future needs.

### 1.3 Issuing Office

This RFP is issued by the Purchasing Office of North Arkansas College. The issuing office is the sole point of contact in the selection process. Vendor questions regarding the RFP process, the item or service specifications and any technical related matters should be made through the Vice President of Finance and Administration or , Don Sugg, at 870-391-3216 or dsugg@northark.edu. Don Sugg will also serve as the North Arkansas College Official that may be referenced elsewhere within this RFP. All inquiries or questions should be in written form and will be responded to with written answers. All written questions and answers will be posted on the Northark Website for all interested parties to view. Verbal responses to verbal questions will be given as a matter of courtesy but should be considered non-binding to the RFP process or to North Arkansas College.

### 1.4 Pre-Response Conference

A pre-response conference will be held on January 9, 2015 at 10:00 AM in Conference Room C401 (fourth floor), Center Campus, North Arkansas College, 303 N. Main Street, Harrison, AR 72601. Any proposal questions, concerns and/or comments may be made at this time. A written record of the Q's & A's at this meeting and any resulting RFP Addendums will be posted on the North Arkansas College website at [www.northark.edu](http://www.northark.edu) . While this pre-response conference meeting is optional, all interested parties are encouraged to attend.

### 1.5 Anticipated Procurement Timetable

The anticipated schedule at this time is -

RFP Issued	December 19, 2014
Pre-Response Conference	January 9, 2015 10:00 AM
Closing Period for Written Questions	January 13, 2015
Written Record of Pre-Response Conference and Written Answers to Witten Questions Posted on Northark Website	January 16, 2015
Proposal Responses Due	January 30, 2015 3:00 PM
Completion of Proposal Review and by Committee	February 16, 2015
Posting of Anticipation of Award	February 16, 2015
Contract Award	March 2, 2015
Contract Commencement	March 2 or April 1, 2015 (Depending Staging Period Required for Award Recipient)

### 1.6 Submission of Proposals

Telephone, electronic (e-mail) and/or facsimile (FAX) responses to this RFP will not be accepted. . Submitted proposals must be labeled with **RFP NA-15-0005** and the opening date of **January 30, 2015 at 3:00 P.M.** must be

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clearly noted on the outside of the RFP envelope and shall be mailed in a sealed envelope to the Purchasing Department at the above address. Proposals may not be faxed nor E-mailed directly to the College in response to this invitation for RFP.

Respondents must identify their submissions with appropriate return address information. Late proposals will not be opened or considered under any circumstances, and will be returned to the sender's address. **If the bid is mailed, we recommend it be scheduled to arrive at least one day in advance of the closing date.**

The following quantity or quantities of proposals are required:

**One (1) original marked "Original" and five (5) copies.**

**All pages of the Request for Proposal document and all completed entry/response must be returned as the Proposal Response. All requested Product Data Sheets should be included in the Proposal Response also.**

Any additional literature and supporting documentation may be included also.

### 1.7 Clarification of RFP and Questions

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until the close of business, January 13, 2015 at 5:00 p.m. Submit questions to Don Sugg, VP of Finance and Administration at [dsugg@northark.edu](mailto:dsugg@northark.edu). Proposing party questions submitted in writing will be consolidated and responded to by the College. The consolidated written response is anticipated to be posted to the NORTH ARKANSAS COLLEGE website by the close of business, January 16, 2015 at 5:00 p.m. Answers to verbal questions may be given as a matter of courtesy but are not binding and must be evaluated at the proposing party's risk.

### 1.8 Addendums

Responses to inquiries which directly affect an interpretation of, or change to, this RFP will be issued in writing by numbered addendum (amendment) and posted on the North Arkansas College website and on the Arkansas Procurement website by January 16, 2015. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the proposing party shall consider and acknowledge receipt of such in their response. Only those College replies to inquiries which **are made by formal written addenda** shall be binding. Oral and other interpretations or clarifications will be without legal effect.

### 1.9 Proprietary Information

Proprietary information submitted in response to this RFP will be processed in accordance with applicable North Arkansas College procurement procedures. Proposals and documents pertaining to the RFP become the property of the College and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information. **Prices bid in the proposal is not and shall not be considered proprietary information. The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a 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. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor 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 vendor. If a redacted copy is not included, the entire proposal will be open to public inspection with the exception of financial data (other than pricing). If North Arkansas College deems redacted information to be subject to the FOIA and therefore subject to release, the vendor will be contacted prior to sending out the information.

### 1.10 Minority Business Policy

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic

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American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_ Asian American\_\_\_\_  
Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

### 1.11 Equal Employment Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, North Arkansas College is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted as a hard copy accompanying the solicitation response. North Arkansas College will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

### 1.12 Employment of Illegal Immigrants – Bidder Certification

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>.

The Act is printed in full on the website and contains all information regarding penalties and the procedures for certification by subcontractors.

### 1.13 Bidder Qualifications

The supplier selected to provide custodial cleaning supplies must demonstrate evidence of having successfully provided commodities and services to other entities. The College may make such investigations as it deems necessary to determine the ability of the supplier to meet all requirements as stated herein and the supplier shall furnish to the College all such information and data for this purpose that the College may request. The College reserves the right to reject any RFP if the evidence submitted by, or investigations of, such supplier fails to satisfy the College that such supplier is properly qualified to carry out the obligations of any executed contract. Submission of a proposal shall be conclusive evidence that the proposing party has investigated and is satisfied as to the regulatory, technical, and physical conditions to be encountered in providing commodities and services to the College.

### 1.14 Contract Information

1. North Arkansas College may not contract with another party:
  - a. To contract for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the North Arkansas College Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
  - b. To indemnify and defend that party for any liability and damages. However, the North Arkansas College Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the College's use or possession of equipment or software and reimburse that party for the loss caused solely by the College's uses or possession.
  - c. Upon default, to pay all sums to become due under a contract.
  - d. To pay damages, legal expenses or other costs and expenses of any party.
  - e. To continue a contract once the equipment has been repossessed.

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- f. To conduct litigation in a place other than Boone County, Arkansas or Pulaski County, Arkansas.
- g. To agree to any provision of a contract which violates the laws or constitution of North Arkansas College.
- 2. A party wishing to contract with North Arkansas College should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
    - iii. The right to expenses of DE installation.
    - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - b. Include in its contract that the laws of North Arkansas College govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the North Arkansas College Official.
- 3. North Arkansas College may contract with another party:
  - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the College has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the College to carry insurance for such risk.
  - b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the North Arkansas College Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

### 1.15 Cautions to Bidders

- 1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office and not the vendor(s). Specifically, the person named herein will initiate all contact.
- 2. Vendor(s) must submit 1 (one) signed original proposal and the specified number of copies on or before the date specified on page one of this RFP.
- 3. The vendor(s) should submit one (1) original marked "Original" and five (5) complete copies (marked copy) of the RFP technical proposal response,.
- 4. Failure to submit the required number of copies with the proposal may be cause for rejection.
- 5. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract must have signed the proposal.
- 6. All official documents and correspondence shall be included as part of the resultant contract.
- 7. North Arkansas College reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the College to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
  - b. Failure of the vendor(s) to respond to a requirement for /written clarification, presentation, or demonstration.
  - c. Failure to supply vendor references
  - d. Failure to sign an Official RFP Document.
  - e. Failure to complete the required RFP Document
  - f. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
  - g. Failure of proposed website to meet or exceed the specifications.

### 1.16 Type of Contract

The contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and NORTH ARKANSAS COLLEGE, the contract may be renewed on a year-to-year basis, for up to three (3) additional one year terms or a portion thereof. In no event shall the total contract term be more than four (4) years.



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## 1.17 Prime Contractor Responsibility

Single and joint vendor proposals and multiple proposals by vendors are acceptable. However, a single vendor must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract and will be the sole point of contact with regard to commodities and services.

For equipment and or software

If other manufacturer's equipment or software is proposed, maintenance support and/or installation may be provided by a third party vendor if the third party vendor was the original manufacturer of the equipment or software or their authorized representative; however, bidders must provide written certification from the proposed third party vendor that the vendor agrees to the maintenance, support and/or installation provisions of this RFP.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their proposal response.

**The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the North Arkansas College.**

**The contractor shall give North Arkansas College immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the College.**

## 1.18 Payment and Invoice Provisions

Payment for any goods or services shall be made in full upon receipt of said goods and services and receipt of an itemized supplier invoice.

All invoices shall be addresses and forwarded to:

**North Arkansas College  
Attn: Accounts Payable  
1515 Pioneer Drive  
Harrison, AR 72601**

Purchase Order Number and/or Contract Number should be referenced on each invoice.

## 1.19 Contract Award, Term and Signing

Any contract awarded for the goods or services listed herein shall be in the form of a purchase order and/or written agreement executed in accordance with the provisions, terms and conditions of this solicitation. Contract awarding and signing will be contingent upon North Arkansas College receiving advice from approving authorities, if necessary.

The desired length of the contract with the successful respondent shall be a one-year period with the ability to extend for three (3) additional years. Any renewal agreements entered into are valid and in force ONLY if both parties agree in writing by a signed, dated term contract renewal document. The College shall notify the contractor in writing within thirty (30) days of the end of the contract period or extension thereof if the College intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

## 1.20 Technology Access - Omitted

## 1.21 Compliance with the State Shared Technical Architecture Program - Omitted

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## 1.22 Alteration of Original RFP documents

The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by North Arkansas College. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

## 1.23 Requirement of Amendment

THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY NORTH ARKANSAS COLLEGE. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP after the published written answer deadline. It is the responsibility of the vendor to check the NORTH ARKANSAS COLLEGE website, <http://www.northark.edu> for any and all addendums up to that time.

## 1.24 Delivery of Response Documents

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at North Arkansas College after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

## 1.25 Additional Terms and Conditions

North Arkansas College objects to, and shall not consider, any additional terms or conditions submitted by a proposing party, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting their proposal, a proposing party agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a bid.

## 1.26 Anticipation to Award

After complete evaluation of the proposal, the anticipated award will be posted on the NORTH ARKANSAS COLLEGE website <http://www.northark.edu>. The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

North Arkansas College reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the College. Vendors are responsible for viewing the Anticipation to Award section of the NORTH ARKANSAS COLLEGE website <http://www.northark.edu>.

## 1.27 Past Performance

In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of Offer or paragraph (b) (i) & (ii): a vendor's past performance with the College may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three

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(3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

### **1.28 Financial Data - Omitted**

### **1.29 Omitted**

### **1.30 Currency**

All proposal pricing must be United States dollars and cents.

### **1.31 Language**

Proposals will only be accepted in the English language.

### **1.32 Record Retention**

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by North Arkansas College.

Financial and accounting records shall be made available, upon request, to North Arkansas College's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

### **1.33 Definition of Terms**

The North Arkansas College Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS". The words "bidder", "vendor", "proposing party", "contractor" and "supplier" are used as synonyms in this document.

### **1.34 Conditions of Contract**

The successful vendor(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) 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 subcontractor of the successful bidder.

### **1.35 Statement of Liability**

The College 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 is required to retain total liability for equipment, software and technical and business or operations literature. At no time will the College be responsible for or accept liability for any vendor-owned items.

The Contractor's liability for damages to the College shall be limited to the value of the Contract or (\$1,000,000), 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 Contractor; 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. Neither the Contractor nor the College shall 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

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property caused by the gross negligence or willful misconduct of the Contractor; 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.

Nothing in these terms and conditions shall be construed or deemed as the College's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the College, 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.

### 1.36 Award Responsibility

The Purchasing Department of North Arkansas College will be responsible for the award and administration of any resulting contract(s).

### 1.37 Publicity

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project shall not be made without prior written approval of the North Arkansas College Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. North Arkansas College will not initiate any publicity relating to this procurement action before the contract award is complete.

### 1.38 Independent Price Determination

By submission of this proposal, the bidder(s) certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal: The prices in the proposal have been arrived at independently, without collusion, and that no prior information concerning these prices has been received from, or given to, a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the Office of the Attorney General, all bidder(s) shall understand that this paragraph may be used as a basis for litigation.

### 1.39 Vendor References

Vendors must:

Supply, with the proposal, at least **three (3)** customer references where you have provided like or similar goods and services. Include the company name, the contact person, the phone number for the contact person, the contact's email address and the company's address..

### 1.40 Cost / Bid Prices

All listed bid prices must be inclusive of any associated costs, including any shipping and handling charges. To allow time to evaluate proposals all bid prices must be valid for sixty (60) days following the RFP opening.

All listed bid prices should exclude any Arkansas sales tax. The award analysis will be based on the bid prices or resulting bid values (bid rate times estimated annual quantities).. After the award and subsequent purchase orders issued and supply orders shipped, the successful supplier should calculate and itemize the applicable Arkansas sales tax for each order/shipment on each order invoice.

#### NOTE:

- 1) The College will not be obligated to pay any costs not identified within the proposal.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful dispensing and use will be borne by the bidder.
- 3) All documentation submitted to Northark as part of a response to this proposal becomes the property of North Arkansas College.

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### **1.41 Cost Escalation**

All prices and price quotes included in the proposal must be valid for at least six (six) months after any contract award. Thereafter, in subsequent six (6) months increments (the second six months of the original contract term and any subsequent contract term renewals), the price for each individual item cannot exceed a two percent (2.0%) increase.

In cases where the supplier feels their supply cost warrants a higher increase than the two percent (2.0%) increase maximum, North Arkansas College will have the option of terminating the existing contract or contract renewal or accepting the additional cost increase beyond the maximum.

### **1.42 Confidentiality**

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

### **1.43 Cancellation**

In the event the College 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 College may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

### **1.44 Quantity Estimates**

The estimated annual quantities provided in the price bid sections and used for calculating total price bids are estimates only, arrived at from past trends, and are not guaranteed quantities that will be ordered from the successful supplier.

### **1.45 Right to Waive Formalities, Errors, Miscalculations and Omissions**

North Arkansas College reserves the right to waive any formalities in the process, to reject any and all bid responses and to modify, change or otherwise alter bid response requirements when it is deemed to be in the best interest of the College.

Additionally, the College reserves the right to correct any obvious miscalculations when mathematical calculations are involved.

END OF SECTION

## **SECTION 2 – DEFINITIONS**

### **2.1 Definitions**

Bulk Cleaning Supplies – Are general custodial cleaning chemicals in bulk form that are dispensed via some form of distribution system.

Custodial Cleaning Supplies – Are supplies used to clean, maintain and refresh the facilities of Northark. These supplies are liquid or aerosol in nature, most utilized by the custodial staff and ordered on a regular basis.

Certified “GREEN” Supplies – Supplies that are considered “GREEN” are those that have been certified to meet the requirements as outlined Green Seal, a non-profit environmental standard development and certification organization.

Eligible “Green” products may be viewed at [www.greenseal.org](http://www.greenseal.org).

**END OF SECTION**

## **SECTION 3 EVALUATION REQUIREMENTS, PROCESS AND CRITERIA**

### **3.1 Evaluation by Committee**

In accordance with Arkansas Procurement Law and Regulations, North Arkansas College will utilize an evaluation committee for the evaluation of this RFP and all Proposals submitted. A request for proposals differs from a sealed bid in that the College is seeking a solution to the requirement described in this document and its attachments, if any, rather than a bid or quotation on a product meeting firm specifications for the lowest price. As such, the lowest priced proposal will not guarantee an award recommendation. Proposals will be evaluated based on objective criteria formulated by the College on the most important features of a product or desired outcome of a service. Cost is only one component in selection of a contractor or supplier. The proposal evaluation criteria should be viewed as standards which the College will use to measure how well a supplier's proposed product, service, method or technique meets the requirements and needs of the College.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the College alone will determine whether the variances are significant enough to consider the proposal acceptable and therefore considered for award.

North Arkansas College will not be responsible for any costs incurred by the Supplier in responding to this RFP.

When selecting the most advantageous proposal, the College will consider the factors listed below. Submission of a proposal indicates Proposer's acceptance of the College's evaluation factors and Proposer's recognition that the College will make objective judgments about the merits of each proposal compared to these factors.

### **3.2 Oral Presentations - Omitted**

### **3.3 Proposals – Evaluation Criteria and Category Weights (Points)**

North Arkansas College will evaluate the proposals with the objective of selecting the response deemed to represent the best interests of the College at a competitive price, and in strict accordance with Arkansas Procurement Laws and Regulations.

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Evaluation criteria will include the elements listed below; the corresponding point total represents the maximum number of points available for each criterion; the maximum aggregate points available for each accepted proposal is 100:

Compliance With RFP Submission Requirements	Pass/Fail
Evaluation Categories	Category Weight
Grand Total of All Cost	80 points
References	10 points
Training Opportunities	10 points
Total Possible Points	100 points

### 3.4 Cost Evaluation and Rating

The maximum amount of cost points will be awarded to the vendor / proposing party with the lowest total cost. The amount of Cost points awarded to the remaining vendors / proposing parties will be allocated using the following formula:

$$(A / B) * (C) = D$$

Where A = Lowest Total Cost

Where B = Second (Third, Fourth, etc.) Lowest Total Cost

Where C = Maximum Points for Lowest Total Cost (80)

Where D = Number of Cost Points Scored for That Particular Proposal

### 3.5 Reference Evaluation and Rating

A Proposal Review Committee of five (5) members will collectively contact and evaluate the respective references provided by each proposing party. The committee will develop a set of reference questions that will be directed to each reference. From those responses, each committee member will independently rate the proposing party's reference section on a scale of 1 to 5 with one being Poor and 5 being Superior. All committee member ratings for each proposing party will be totaled and an overall average determined (to one decimal place, i.e., 4.8).

The maximum amount of Reference Points will be awarded to the responding party with the highest average. The amount of Reference Points awarded to the remaining vendors / proposing parties will be allocated using the following formula:

$$(A / B) * (C) = D$$

Where A = Second (Third, Fourth, etc.) Highest Reference Average

Where B = Highest Reference Average

Where C = Maximum Points for Highest Reference Average (10)

Where D = Number of Reference Points Scored for That Particular Proposal

### 3.6 Training Opportunities Evaluation and Rating

Each member of the Proposal Review Committee will independently rate the proposing party's Training Opportunities section on a scale of 1 to 5 with one being Poor and 5 being Superior. All committee member ratings for each proposing party will be totaled and an overall average determined (to one decimal place, i.e., 4.8).

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The maximum amount of Training Opportunities Points will be awarded to the responding party with the highest average. The amount of Training Opportunities Points awarded to the remaining vendors / proposing parties will be allocated using the following formula:

$$(A / B) * (C) = D$$

Where A = Second (Third, Fourth, etc.) Highest Training Opportunities Average

Where B = Highest Training Opportunities Average

Where C = Maximum Points for Highest Training Opportunities Average (10)

Where D = Number of Training Opportunities Scored for That Particular Proposal

### 3.7 Anticipation of Award

An Anticipation of Award Notice will be issued to the party with the highest number of evaluation points (Cost Points + Reference points + Training Opportunities Points). This notice will also be posted on the North Arkansas Website at [www.northark.edu](http://www.northark.edu).

END OF SECTION



**SECTION 4 Proposal Response Entry Forms**

**4. A. Bulk Cleaning Supplies**

**4. B. Bulk Cleaning Supplies Dispensers**

**4. C. Hand Soap**

**4. D. Hand Soap Dispensers**

**4. E. Aerosol Sprays / Misc. Cleaners/ Hand Sanitizer / Floor Care**

**4. F. Hand Sanitizer Dispenser – Wall Mounted**

**4. G. Total Bid Cost Summary**

**4. H. References**

**4. I. Training Opportunities**

END OF SECTION

4. A. Bulk Cleaning Supplies

			Yield Factor			
		Enter	Enter Manufacturer	Northark		
		Recommended Dilution	Estimated			
		Rate	Annual			
		(product part to water parts ratio)	Mixed			
		IMPORTANT - See Note Below *	Solution			
		If No Dilution Ratio, Enter 0	Used			
			in Ounces			
		(A)	(C)			
			(D)			
			(E)			
Neutral All-Purpose Cleaner		\$	122,880			\$
Neutral Floor Cleaner		\$	196,608			\$
Carpet Pre-Treat & Extraction		\$	15,260			\$
Glass Cleaner (fragrance free)		\$	38,400			\$
Degreaser Cleaner (fragrance free)		\$	36,864			\$
Bathroom Cleaner (organic acid)		\$	23,040			\$
Hydrogen Peroxide Cleaner		\$	38,400			\$
Total Resulting Annual Net Cost Bid for Bulk Cleaners						\$

(carry this amount to Total Bid Cost Summary Section)

\* Dilution Rates - Example - If product dilution ratio is 1:20, simply enter 20, if dilution ratio is 1:50, simply enter 50, if dilution ratio is 1:0.50, simply enter 0.50 and so on.  
Product Data Sheets - It is critical that Product Data Sheets for each of the above products be included with the proposal package. Failure to do so may disqualify a proposal.

4. B. Bulk Cleaning Supplies Dispensers

There are approximately twenty (20) bulk dispensing station points across Northark's three campuses. What cost, if any, would the proposing party charge for supplying and installing these dispensing stations?

Enter Charge Per Station	Number of Stations	Total Charge For Dispensing Stations
		(multiply A x B)
(A)	(B)	(C)
\$ X	20	= \$ B.

(carry amt to Total Bid Cost Summary Section)

4. C. Hand Soap

	"Green Seal" Certified Enter Yes or No	Product Enter Brand and Description	Enter Cost Per Ounce (A)		Northark Estimated Annual Ounces Used (B)		<b>Total Resulting Annual Cost Bid</b> (multiply A x B) (C)
Liquid Hand Soap dye free, fragrance free & phosphate free			\$	x	3,214	=	<div></div> (carry this amount to Total Bid Cost Summary Section)

4. D. Hand Soap Dispensers

There are approximately one hundred (100) hand soap dispensers needed across Northark's three campuses. What cost, if any, would the proposing party charge for supplying and installing these dispensers?

	Enter Charge Per Dispenser (A)		Number of Dispensers (B)		<b>Total Resulting Charge For Hand Soap Dispensers</b> (multiply A x B) (C)
	\$	X	100	=	<div></div> (carry this amount to Total Bid Cost Summary Section)

4. E. Aerosol Sprays / Misc. Cleaners / Hand Sanitizer / Floor Care

		Northark		Estimated		Total	
		Annual		Annual		Resulting	
		Ounces		Ounces		Annual	
		Used		Used		Cost Bid	
		(B)		(B)		(multiply A x B)	
						(C)	
Product		Enter	Enter Cost				
Enter Brand and Description		Individual Container Size	Per Ounce				
		(i.e., 16 oz, 1/2 gal, 5 gal, etc.)	(A)				
Stainless Steel Cleaner / Polish			\$ x	400	=	\$	
Lime Away			\$ x	840	=	\$	
Dust Mop Spray			\$ x	700	=	\$	
Base Board Cleaner			\$ x	570	=	\$	
Toilet Bowl Cleaner - Low Acid			\$ x	2,304	=	\$	
Disinfectant Spray			\$ x	800	=	\$	
Furniture Polish / Cleaner			\$ x	192	=	\$	
Floor Stripper - Mop On			\$ x	3,840	=	\$	
Floor Sealer			\$ x	8,960	=	\$	
Extraction PH Rinse			\$ x	2,048	=	\$	
Hand Sanitizer (for wall mounted dispensers)			\$ x	1,124	=	\$	
Grand Total Resulting Annual Bid Cost for Section						\$	E.
						(carry this amount to Total Bid Cost Summary Section)	

4. F. Hand Sanitizer Dispenser - Wall Mounted

There are twenty (20) hand sanitizer wall mounted dispensing locations needed across Northark's three campuses. What cost, if any, would the proposing party charge for supplying and installing these wall mounted dispensers?

Enter Charge Per Dispenser		Number of Dispensers		<b>Total Resulting Charge For Hand Sanitizer Dispensers</b> (multiply A x B) (C)
(A)		(B)		
\$	X	20	=	\$
				(carry this amount to Total Bid Cost Summary Section)

#### 4.G. Total Bid Cost Summary

A. Total Resulting Annual Net Cost Bid for Bulk Cleaners (from A. section) \$ \_\_\_\_\_

B. Total Charge for Bulk Dispensing Stations (from B. section) \$ \_\_\_\_\_

C. Total Resulting Annual Cost for Hand Soap (from C. section) \$ \_\_\_\_\_

D. Total Charge for Hand Soap Dispensers (from D. section) \$ \_\_\_\_\_

E. Grand Total Resulting Annual Bid Cost for Miscellaneous Section (from E. section) \$ \_\_\_\_\_

F. Total Charge for Hand Sanitizer Wall Mounted Dispensers (from F. section) \$ \_\_\_\_\_

**Grand Total of All Cost**

\$
----

## 4.H. References

The proposing party must provide the following customer reference information for at least three (3) customers that are currently using similar goods and services included in this Request for Proposal.

- a.      Company / Organization Name: \_\_\_\_\_  
            Contact Name: \_\_\_\_\_  
            Telephone Number: \_\_\_\_\_  
            Email Address: \_\_\_\_\_  
            Company Address 1: \_\_\_\_\_  
            Company Address 2: \_\_\_\_\_
- b.      Company / Organization Name: \_\_\_\_\_  
            Contact Name: \_\_\_\_\_  
            Telephone Number: \_\_\_\_\_  
            Email Address: \_\_\_\_\_  
            Company Address 1: \_\_\_\_\_  
            Company Address 2: \_\_\_\_\_
- c.      Company / Organization Name: \_\_\_\_\_  
            Contact Name: \_\_\_\_\_  
            Telephone Number: \_\_\_\_\_  
            Email Address: \_\_\_\_\_  
            Company Address 1: \_\_\_\_\_  
            Company Address 2: \_\_\_\_\_

#### 4. I. Training Opportunities

Please explain what user/custodian training opportunities and services are available, either offered directly by the proposing vendor/supplier or made available by the proposing vendor/supplier, at no cost to North Arkansas College. This may include direct in-person on-site training sessions, group vicinity seminars, online webinars, and online courses. Please address any certification opportunities also. Any supporting literature and computer web links should also be included.

[illegible]



## Attachment A – Arkansas Contract and Grant Disclosure and Certification Form

**CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

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

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?☐ Services? ☐ 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:****FOR INDIVIDUALS\***

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

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies**FOR AN ENTITY (BUSINESS)\***

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%) Position of Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

## Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

*Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.*

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Vendor Contact Person \_\_\_\_\_ Title \_\_\_\_\_ Phone No. \_\_\_\_\_

Agency use only

Agency Number \_\_\_\_\_ Agency Name \_\_\_\_\_ Agency Contact Person \_\_\_\_\_ Contact Phone No. \_\_\_\_\_ Contract or Grant No. \_\_\_\_\_