



REQUEST FOR PROPOSAL

RFP Number: EA-17-0001	Purchasing Agent: Lisa Siler
Commodity: Roof Replacement	Proposal Opening Date: August 4, 2022
Date Issued: August 4, 2022	Proposal Opening Time: August 11, 2022, 8:00 AM Central Time

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 EAST ARKANSAS COMMUNITY COLLEGE.

Vendors are responsible for delivery of their proposal documents for East Arkansas Community College prior to the scheduled time for the opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the East Arkansas Community College U.S. mailing address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<u>U.S. MAILING ADDRESS:</u> East Arkansas Community College Attn. Vice President for Finance 1700 Newcastle Road Forrest City, AR 72335	<u>HAND DELIVERY & RFP OPENING LOCATION:</u> East Arkansas Community College Attn. Vice President for Finance 1700 Newcastle Road Forrest City, AR 72335
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Company Name:

Name (type or print): Title:

Address: City: State: Zip Code:

Telephone Number: Fax Number:

E-Mail Address:

Authorized Signature:

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Business Designation (check one):	Individual []	Sole Proprietorship []	Public Service Corp []
	Partnership []	Corporation []	Government/ Nonprofit []

1. 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 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_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Arkansas Code Annotated § 19-11-104, East Arkansas Community 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. East Arkansas Community 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.

3. TECHNOLOGY ACCESS:

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

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

Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means; Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means; Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact; Integrating into networks used to share communications among employees, program participants, and the public; and providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

4. **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx> Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.
 5. **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 East Arkansas Community 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.
 6. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY EAST ARKANSAS COMMUNITY 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 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the EAST ARKANSAS COMMUNITY COLLEGE website, <http://www.eacc.edu> for any and all addendums up to that time.
 7. **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 East Arkansas Community 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.
 8. **ADDITIONAL TERMS AND CONDITIONS:** East Arkansas Community College objects to, and shall not consider, any additional terms or conditions submitted by a bidder, 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 his proposal, a bidder 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.
 9. **ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the EAST ARKANSAS COMMUNITY COLLEGE website <http://www.eacc.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.
- East Arkansas Community 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 EAST ARKANSAS COMMUNITY COLLEGE website <http://www.eacc.edu>.
10. **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 (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.

11. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER**: Bidders should complete the Disclosure Forms issued with this RFP.
12. **CURRENCY**: All proposal pricing must be United States dollars and cents.
13. **LANGUAGE**: Proposals will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Request for Proposal (RFP) is issued by East Arkansas Community College to obtain pricing for the replacement of roofs on the following college buildings:

Classroom Building 1:

8,556 square feet of roof space

Energy Efficient Metal Roof System – 15 year manufacturer's warranty required

Gym:

1,986 square feet of roof space

Energy Efficient Metal Roof System – 15 year manufacturer's warranty required

Lecture Hall:

1,621 square feet of roof space – entry roof only

Energy Efficient Flat Roof system – 15 year manufacturer's warranty required

You may contact the Vice President for Finance at 870-633-4480 or by email at tmcknight@eacc.edu to make an appointment to survey the roofs. Preference to MOD-BUR roof system. Quality of system and materials used will be taken into consideration when comparing bids.

1.2 **ISSUING AGENCY**

This RFP is issued by East Arkansas Community College for roof replacement. The issuing office is the sole point of contact in the selection process. Vendor questions regarding RFP related matters should be made through the Vice President of Finance, Tanner McKnight at 870-633-4480 or tmcknight@eacc.edu. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 **CAUTION 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 or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) must submit 1 (one) signed original technical proposal on or before the date specified on page one of this RFP.
3. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract must have signed the proposal.
4. All official documents and correspondence shall be included as part of the resultant contract.
5. East Arkansas Community 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 oral/written clarification, presentation, or demonstration.
 - c. Failure to provide the proposal security (bond)
 - d. Failure to sign an Official RFP Document.
 - e. 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.

1.4 **RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the College conditions. Reference to handbooks or

other technical materials as part of a response must not constitute the entire response and vendor(s) must identify the specific page and paragraph being referenced.

1.5 PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded to: East Arkansas Community College, Attention Accounts Payable; 1700 Newcastle Road, Forrest City, AR 72335

Payment will be made in accordance with applicable East Arkansas Community College accounting procedures upon acceptance by the Agency. The College may not be invoiced in advance of delivery and acceptance of any (equipment, service or commodity). Vendors should invoice East Arkansas Community College by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

1.6 PROPOSAL SECURITY (BOND)

Vendors must provide a proposal security in an amount of 5% of the firm purchase price with the submitted bid. The form of the proposal security may be a cashier's check or standard letter of credit as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas. If a vendor is permitted by the East Arkansas Community College Official to withdraw a proposal, no action shall be taken against the vendor's proposal security. In the event the East Arkansas Community College Official is unable to consummate a contract with the selected vendor, the East Arkansas Community College Official may assess reasonable charges against the vendor's proposal security. All proposal securities will be returned upon contract award. The proposal security must be made out to East Arkansas Community College and should include the RFP number.

1.7 RESERVATION

This RFP does not commit the East Arkansas Community College Official to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.8 DEFINITION OF TERMS

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

1.9 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) and surety 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.

1.10 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, software or technical or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor is required to retain the total liability equipment, software or technical 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 \$500,000, 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 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.

1.11 CERTIFICATION

The vendor must certify that all installations/maintenance/support personnel, etc. to fulfill the requirements of this RFP and the resulting contract will be provided at no additional cost above the proposal price.

1.12 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.

1.13 COST

All charges must be included on the Official Proposal Price Sheets and shall be included in the costing evaluation. To allow time to evaluate proposals prices must be valid for 90 days following the RFP opening. **Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the technical proposal.**

NOTE:

- 1) The College will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) Vendor(s) may expand items to identify all proposed equipment, software, and services. **A separate listing, which must include pricing, may be submitted with the "Official Proposal Price Sheet" ONLY.**

1.14 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.

1.15 NEGOTIATIONS

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

1.16 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.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

☐ Goods? ☐ Services? ☐ Both?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

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

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.]	Relation
	Current	Former		From MM/YY	To MM/YY		
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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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. _____