

# **REQUEST FOR PROPOSAL**

**RFP # SAUT/14-15/002**

**Partnership, Management and Supply of Contracted Food Service**

**ISSUED BY:**

**Southern Arkansas University Tech  
Purchasing Office  
P. O. Box 3499  
Camden, Arkansas 71711**

**PROPOSAL OPENING DATE & TIME:**

**May 29, 2015  
10:00 A.M. CDT**

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**PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.**

**GENERAL INFORMATION  
SECTION 1**

**1.1 INTRODUCTION**

Southern Arkansas University Tech, hereafter referred to as the College or SAUT, is seeking the service of a Contractor to provide cafeteria and catering food services on a subsidized basis on the college campus, exclusive of vending machine operations. It is SAUT's intent to select the proposal which appears to be the most favorable in all respects, including overall cost, scope, proven service capability and availability and demonstrated commitment to a quality food service operation. The College invites food service management companies, hereafter referred to as Contractor, to submit responses to its Request for Proposal (RFP) for the operation of such in accordance with the RFP terms and conditions.

**1.2 STATEMENT OF WORK**

The primary objective of this Request for Proposal (RFP) is for the purpose of entering into a contract to provide retail operation and service of the college grill in the SAUT Student Center on the main campus and catering events of Southern Arkansas University Tech.

**1.3 COSTS FOR PROPOSAL PREPARATION**

The Contractor must bear all costs associated with the preparation of the proposal and of any oral presentation requested by Southern Arkansas University Tech. The College will not provide compensation to the Contractor for any expenses incurred.

**1.4 NON-DISCRIMINATION**

Southern Arkansas University Tech does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

**1.5 MINORITY BUSINESS POLICY**

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in any state purchasing process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. Also, the state encourages all companies to sub-contract portions and any state contract to minority business enterprises.

**1.6 PROPRIETARY INFORMATION**

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore; shall be subject to public disclosure. SAUT will disclose any portion of the proposal to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation of this offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

## **1.7 TERM, RENEWAL, TERMINATION**

The required services are to commence no later than a date to be agreed upon by the College and the Contractor. The term of this contract will be for a period of one (1) year from the date of award. Subject to mutual written agreement by both the Contractor and the College, this contract may be renewed on an annual fiscal year basis thereafter not to exceed an aggregate total of six (6) renewals.

The College agrees to give the Contractor, on or before the renewal date of each year, written notice of the College's intention to renew the contract. The contract may be cancelled by either party, for cause, with 60-day written notification.

Upon termination of the contract, the Contractor shall vacate all occupied parts of the College premises in the same condition as made available to the Contractor, reasonable wear and tear, fire and other casualty loss excepted. The College may terminate this contract for breach/neglect as determined by the College when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined in the contract, failure to provide periodic information/statements, or failure to maintain quality of service at a level satisfactory to the College.

In the event that the Contractor is not able to perform under this contract due to events beyond the reasonable control of the Contractor (i.e., strike, labor or material shortage, fire, flood, or other casualties or Acts of God), the College may, at its option, terminate this contract and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of the College's food service operation.

## **1.8 SELECTION PROCESS**

The contract shall be awarded to the most responsive and responsible Contractor whose proposal is determined to be most advantageous to Southern Arkansas University Tech. Southern Arkansas University Tech is not bound to accept any proposal based on price alone, but will make an award based on the evaluation factors set forth herein. Southern Arkansas University Tech further reserves the right to reject any and all proposals, or parts thereof, to waive informalities and technicalities in proposals received.

A Contractor will be selected on the basis of the proposal submitted which is, in the opinion of the College, in the best interest of this College when all factors are considered. Factors considered will include, but are not limited to, pricing, services offered, scope or location of service, quality, experience, marketing capabilities, creativity, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items. Southern Arkansas University Tech will be the sole judge as to whether the Contractor's proposal has or has not satisfactorily met the requirements of this RFP.

Should none of the received proposals be considered reasonable, the College may re-advertise for proposals, negotiate an alternate service agreement or complete any other action consistent with Arkansas purchasing laws.

## **INSTRUCTIONS SECTION 2**

### **2.1 PROPOSAL OPENING DATE AND LOCATION**

Written proposals will be accepted by the Purchasing Agent in the Southern Arkansas University Tech Business Office if received no later than 10:00 a.m. central time on Thursday, May 29, 2015. All proposals shall be mailed or delivered to:

**MAILING ADDRESS:**

Southern Arkansas University Tech  
Angela Fry, Purchasing Agent  
P. O. Box 3499  
Camden, AR 71711

**PHYSICAL ADDRESS:**

Southern Arkansas University Tech  
Angela Fry, Purchasing Agent  
6415 Spellman  
Camden, AR 71701

The proposals will be opened at the Purchasing Office, Room 112 in the Administration Building.

State law requires that the proposal be submitted no later than the date and time specified in this RFP. Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Late responses, responses en route, those left at locations other than the Purchasing Office by special carrier will not be considered if they are not in the Purchasing Office by or before the time indicated on the front of this RFP document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than one hundred fifty (150) days past the proposal opening date.

Telephone, email, and/or FAX responses to this RFP will not be accepted.

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

**2.2 NUMBER OF COPIES**

Contractor must submit one original and five (5) copies of the written proposal. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in the original volume. The Contractor is required to note on the envelope or wrapping containing the proposal, the Proposal Notice Number specified in the RFP and the opening date.

**2.3 PROPOSAL IDENTIFICATION**

Response envelopes should be filled out to indicate RFP# SAUT/14-15/001 and the name of the proposer including the proposal opening date and time. Proposals in response to this RFP are formal proposals and must be received in sealed packaging. Proposals should not be hand delivered *unsealed* as they will not be considered.

**Proposals must also include the signed Official Proposal Signature Document, located at the end of this RFP.**

**2.4 INQUIRIES, CLARIFICATIONS, AND INTERPRETATIONS**

If the College determines additional information, clarification or requirements are needed; all bidders will be notified by written addendum (amendment) and mailed, e-mailed or faxed to all parties recorded by the College as having received a copy of the RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, and the Contractor shall consider and acknowledge receipt of such on the Official Proposal Signature Document. Oral statements, explanations, or commitments will be without legal effect on the RFP except as confirmed in writing by the SAUT Purchasing Agent.

**All questions concerning this RFP should be in written form, reference the proposal number RFP # SAUT/13-14-002 in the subject line, and directed to the Southern Arkansas University Tech Purchasing Office:**

Angela Fry, Purchasing Agent  
FAX: 870 574-4489  
Email: afry@sautech.edu

Proposing parties are advised to read all information provided, supply all information requested, and note any variance to these specifications in written form with the submission of their response.

## **2.5 EXAMINATION AND INSPECTION OF SITE**

Contractors are encouraged to carefully examine the general conditions of the facilities and proposal specifications as to all conditions and matters which can in any way affect the work or cost thereof.

Inspection appointments should be coordinated with Gaye Manning, Vice Chancellor of Finance and Administration for Southern Arkansas University Tech. Her telephone number is 870-574-4509 and her email address is gmanning@sautech.edu.

Submitting a proposal shall constitute full evidence that the Contractor is fully aware of the conditions under which work will be conducted.

## **2.6 TERMS AND CONDITIONS**

By submitting a proposal, the Contractor agrees to be governed by the terms and conditions set forth in this document. Any proposal containing variations from terms and conditions set forth herein which are determined to be unacceptable to the College may result in the disqualification of your proposal. Examples include, but are not limited to, indemnification statements, subjugation to the laws of another state, and limitations on remedies. All provisions of this Request for Proposal and the successful Contractor's proposal provide the specifications for and obligations of both parties for the dining services operation. A contract agreement to be executed by all duly authorized representatives, this RFP, and the successful Contractor's proposal will constitute the awarded contract.

The Standard Terms and Conditions (see Attachments, Section 21) and the particular conditions and requirements of this RFP shall govern any contract issued as a result of this RFP.

## **2.7 CAUTIONS TO BIDDERS**

Proposals must be made in the official name of the firm or individual under which business is conducted (showing the official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. Corporations must indicate place and date of incorporation.

Proposals are to be prepared simply and in a manner designed to provide Southern Arkansas University Tech with a straightforward and concise presentation of the Contractor's ability to satisfy the requirements of this

RFP. Emphasis should be on completeness, clarity of content and responsiveness to the RFP requirements. Elaborate brochures and other promotional materials are not required but will be allowed.

Proposals must include all applicable requested information and meet all specification requirements. If significant errors are found in the proposal, or if the proposal fails materially to conform to the requirements of the RFP, the proposal will be rejected.

Contractors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

## **STATE MANDATORY REQUIREMENTS SECTION 3**

### **3.1 CERTIFICATION OF ILLEGAL IMMIGRANTS**

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

### **3.2 DISCLOSURE OF CONTRACTS OVER \$25,000 – GOVERNOR’S EXECUTIVE ORDER 98-04**

No contract for commodities or services greater than \$25,000, and no discretionary grant greater than \$25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor’s Executive Order 98-04, as required in this proposal (see Attachments, Section 21).

Failure to make any disclosure required by Governor’s Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the terms of this RFP. Any bidder 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.

### **3.3 EQUAL OPPORTUNITY POLICY**

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company’s EQUAL OPPORTUNITY POLICY.

## **OTHER CONTRACTUAL MATTERS SECTION 4**

### **4.1 CONDITIONS AND TERMS OF PROPOSAL**

If the proposing party 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. Standard terms and conditions submitted may need to be altered to adequately reflect all of the conditions of this request, the bidder’s responses, and Arkansas State Law.

## **4.2 INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless Southern Arkansas University Tech, its officers, agents and employees from and against any claims, damages, expenses, including an amount equal to reasonable attorney's fees or liabilities arising out of or in any way connected with this contract including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Contractor, its officers, agents, or employees.

## **4.3 VENUE**

The laws of the State of Arkansas shall govern in connection with the formation, performance and the legal enforcement of any resulting contract.

## **BACKGROUND DISCUSSION ON SOUTHERN ARKANSAS UNIVERSITY TECH SECTION 5**

Southern Arkansas University Tech is a two-year public college located in Southwest Arkansas. The College is a part of the Southern Arkansas University System. The College has a current spring enrollment of 2,339 students. However, the College makes no assertions or guarantees concerning future enrollments. The College is located in Camden, Arkansas, Calhoun County, approximately 100 miles south of Little Rock, Arkansas.

## **CURRENT INFORMATION – The Tech Diner SECTION 6**

### **6.1 HISTORY**

The college's current food service operation, which is located in the new Student Center on the main campus, has provided retail food services to students, faculty, staff and community patrons since July 2014. Prior to July 2014 the food service operation was housed in the Business Building cafeteria and operated under a different management from 2001-2014. The menu has generally included limited breakfast items, sandwiches, hamburgers, fries, soups, pre-prepared salads, salad bar and "hot plate" lunches. The current food service management is the exclusive caterer for the campus providing service for all official functions. General operating hours have ranged from 7:30 AM to 1:30 PM. Hours negotiable.

## **FOOD SERVICE REQUIREMENTS SECTION 7**

### **7.1 OBJECTIVES**

The selected firm is encouraged to propose practical and innovative initiatives that will enhance the dining experience of students, faculty, staff and community patrons to include menus, other branded concepts, service locations, hours of operation, and prices.

Contractor shall be responsible for all operating costs associated with this contract ("turn-key"). Expenditures include, but are not limited to, payment of all labor and benefit expenses, food and supply costs, advertising and marketing costs, equipment maintenance and repair expense for "minor" equipment and any technology costs.

The Contractor shall be solely responsible for any and all tax obligations associated with this contract.

By contracting its food service operation, the College seeks to accomplish the following objectives:

- Offer the latest food concepts and convenient, student-centered operating hours.
- Fulfill catering requests ranging from fine dining to picnics to snack and coffee breaks.
- Effective marketing of the dining program.
- Create and sustain a monetary contribution from the dining services operation to the College.
- Explore the possibility of offering a student/employee meal plan.
- Explore the possibility of supplementing the dining experience with a blend of nationally recognized brands and custom brands.

### **7.2 CLEANING, MAINTENANCE, UTILITIES**

**Items in this section are subject to contract negotiation.**

The Contractor shall be responsible for the washing of dishes, trays, pots, pans, utensils; the cleaning and sanitation of food equipment, counters, serving lines, dining tables and chairs, satellite transporter units; and daily cleaning, sanitation and housekeeping in the kitchen and dining area including sweeping and mopping and periodic cleaning of walls in the kitchen.

The College shall be responsible for scheduled sweeping, mopping, waxing and other required cleaning and maintenance of the dining area as well as the periodic cleaning of walls, ceilings, vents, ducts, floor drains, and light fixtures in the dining area only. Also, the college will be responsible for insecticide and pest control service for these areas and other such building maintenance as may reasonably be required.

The College shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by the Contractor in containers furnished by the College for such purposes.

The College shall furnish and maintain at its expense all utilities including, but not limited to, electricity and water service required for the food service operation. The College may also provide or permit basic telephone service via the shared college connections. The College will maintain utility service to its best efforts but shall not be responsible for any loss resulting from outages.

The College shall not permit any interruptions in utility service except in an emergency or for necessary repairs or for improvement of the service, and in such case the College agrees to notify the Contractor immediately of any interruption or proposed interruption in utility service. The Contractor agrees to support the College's conservation practices.



The Contractor shall be responsible for any dedicated telephone connections, any long distance service and any special data line requirement for any credit card connection service.

### **7.3 EQUIPMENT, FIXTURES AND EXPENDABLES**

**Items in this section are subject to contract negotiation.**

The College shall provide and install some of the fixed and movable equipment, fixtures and furniture:

- a. Necessary or convenient to the efficient operation and control of the food services to be performed by the Contractor.
- b. Mutually satisfactory to the College and Contractor

The College shall maintain, repair and replace such equipment. The cost of maintaining, repairing, and replacing such equipment will be charged to the food service budget. Repairs or replacements caused by the Contractor's negligence shall be charged to the Contractor for payment.

The Contractor shall maintain a list and inventory the equipment and supplies owned by the College.

The Contractor shall take reasonable care in the use of the premises, equipment and other items furnished by the College.

The Contractor shall not remove any items owned by the College from the premises without first seeking written approval from College officials.

The College shall not be legally responsible for loss or damage to equipment owned by the Contractor or a Contractor's vendor located on College premises.

The Contractor shall surrender to the College upon termination of the contract all equipment and furnishings owned by the College in good repair and condition. Repairs and replacements caused by the Contractor's negligence or misuse shall be charged to the Contractor for payment.

### **7.4 FOOD SERVICE PERSONNEL/EMPLOYMENT**

All respondents shall submit a staffing recommendation for the College operation. The staffing recommendation must include hours/day for each position as well as proposed salaries and benefits. Provide a list of company resource personnel to be assigned to the College, without charge to the College, including names, titles and brief resumes of management staff that will provide support to the on-site manager. If a manager is proposed, provide a current complete resume.

The Contractor shall comply with all wage and hours of employment regulations of federal and state law.

The Contractor shall pay all company employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

All food service personnel assigned to the College shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen area.

The Contractor shall hire and retain on its payroll as a direct cost of operation a resident manager or coordinator of food service, and such other non-management personnel as may be necessary for the efficient operation of the food service program. All persons employed by the Contractor shall be employees of the Contractor and neither Contractor nor any agent or employee of the Contractor shall be or be deemed to be an employee of the College. The College shall be consulted in the selection of the manager or coordinator. The manager will participate in community activities as deemed necessary by the College and should initiate a communications campaign with students, faculty, staff and other interested parties to explain and enhance the food service program.

All food service personnel, including the manager/coordinator, shall be subject to College approval and to such regulations and health requirements as established by local, county and state health requirements. The Contractor shall ensure applicable health certifications of all prospective staff before hiring.

The Contractor shall instruct its employees to abide by the policies, rules and regulations with respect to use of College premises, as established by the College.

All costs for employees of the Contractor are to be paid by the Contractor and they shall not be considered employees of the College. Contractor's employees who perform services for the College on site either on a regular basis or on a temporary basis are required to have criminal background investigations for the purpose of pre-employment screening.

The Contractor shall manage and supervise all employees required for the food service operation. The Contractor shall provide a list of specific leadership skills that the manager/coordinator will employ in the management of the food service program. Outline the training program the company will use.

The Contractor shall be responsible for compliance with all local, state and federal laws and regulations pertaining to wages and hours of employment of its food service employees on the premises.

The Contractor shall provide a detailed explanation to the College regarding its unemployment policies and practices.

The Contractor's personnel shall at all times be above reproach and the College reserves the right to discuss the conduct or performance of any company employee with the Contractor and demand replacement within a reasonable time. In the event of the removal or suspension of any such employee, the Contractor shall immediately restructure its staff without disruption in service.

Contractor shall provide the College with a current table of organization at all times.

## **7.5 FINANCIALS AND ACCOUNTING RECORDS**

All net sales (gross sales minus taxes), including but not limited to cash, check, internal transfers, meal equivalency and debit/credit card shall be recorded as revenues on financial reports at retail values.

The Contractor shall be solely responsible for any and all tax obligations associated with this contract.

Contractor shall be responsible for all operating costs associated with this contract ("turn-key"). Expenditures include, but are not limited to, payment of all labor and benefit expenses, food and supply costs, advertising and marketing costs, equipment maintenance and repair expense for "minor" equipment and long-distance telephone and any technology costs.

The College will maintain utility service to its best efforts but shall not be responsible for any loss resulting from outages. The Contractor agrees to support the College's conservation practices.

When requested by the College, the Contractor shall provide financial reports of the operations of the college food service. When such reports are provided, the College shall treat such reports and their content in strict confidence except as required by the Freedom of Information Act.

The Contractor shall meet with the College upon request to review any operating statements or reports to identify issues and to develop an action plan for resolution. Any operating statements requiring adjustments because of a review audit shall be identified and reflected on the next report.

## **7.6 HOURS OF OPERATIONS**

Unless negotiated otherwise, the typical hours of operations are Monday through Friday, from 7:00 am to 1:30 pm. Food Service is expected to be open primarily when classes are in session for the Fall, Spring and Summer semesters. Food Service may be closed during holidays, semester breaks and inclement weather.

## **COMMITMENT SECTION 8**

Southern Arkansas University Tech makes no commitment to the purchase or guarantee of any level of sales through food service or catering events.

## **PARKING SECTION 9**

Parking on the College property by the Contractor's employees shall be governed by the same regulations applied to College employee. Contractor employees will be required to procure a parking permit for vehicles to be used on the College campus. Currently there is no charge for the permits.

## **EQUAL EMPLOYMENT OPPORTUNITY SECTION 10**

In performance of this Agreement, Contractor agrees as follows:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. Contractor agrees to post in conspicuous places available to employees and applicants for employment such notices concerning Equal Employment Opportunity as may be required by Federal, State or local law, rule or regulation.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or national origin.

## **INSURANCE SECTION 11**

The Contractor shall maintain as a direct cost of operation the following insurance coverage naming **The Board of Trustees of Southern Arkansas University Tech acting for and on behalf of Southern Arkansas University Tech** as the certificate holder and will obtain and deliver to the College certificates from its insurers evidencing said insurance coverage, while performing services hereunder:

- a. Worker's Compensation as required by law, Employees Liability \$1,000,000
- b. General Liability (including products liability) with limits of not less than \$500,000 for injury or death to any one person; \$1,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than \$500,000 for each accident.
- c. Unemployment insurance and all other insurance required by Arkansas law for the benefit of the company.
- d. Vehicle Liability Insurance with limits of not less than \$500,000 each occurrence and as prescribed by Arkansas State law.

In the event that the Contractor shall fail to maintain and keep in force the above required coverage, the College shall have the right to cancel and terminate the contract immediately and without notice.

## **LAWS, LICENSES & TAXES SECTION 12**

The Contractor shall comply with all laws and regulations applicable to its food service operation hereunder.

The Contractor shall obtain licenses or permits necessary for the food service operation on the premises as a direct cost of operation.

The Contractor shall inform the College of the result of inspections and certifications. All health certificates shall be posted at all sites. All current county and state inspection reports will be posted at all sites.

The Contractor shall display all licenses, permits, health certifications and current health inspection reports at each site.

Without additional expense to the College the Contractor shall be liable for and pay all applicable federal, state, and local taxes and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits and licenses, unless otherwise specified.

## **ASSIGNMENT SECTION 13**

The resulting contract shall not be assigned by either party without the written consent of the other.

## **INDEPENDENT CONTRACTOR AND PRICE DETERMINATION SECTION 14**

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 proposing party or with a competitor. In addition, the proposing party is prohibited from submitting multiple proposals in a different form; i.e., as prime proposing party and as a subcontractor to another prime proposing party.

All pricing will remain firm for each contract period. Pricing may be negotiated for each contract period prior to renewal of the contract.

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.

## **EVALUATION METHODOLOGY SECTION 16**

A Review Committee will evaluate the proposals received as a result of this RFP. All submittals are to be complete; partial submittals will not be accepted. A complete submittal is defined as one which is responsive to all the components in each section specified in the RFP. The College is under no obligation to contact applicants for clarification but reserves the right to do so.

The contract award will be made to the responsible proposing party whose proposal is determined to be the most advantageous to the College, taking into consideration the evaluation factors set forth and the discussions conducted with responsible proposing parties. No other factors or criteria shall be used in the evaluation.

Interested parties who submit a proposal in response to this RFP may be required to give a presentation to the Southern Arkansas University Tech Review Committee. This presentation will provide the opportunity for the contractor to clarify or elaborate on his/her proposal, but will not in any way change the submitting party's original proposal. The SAUT Purchasing Agent will schedule the time and location of these presentations, as required. All vendor expenses associated with any presentation will be borne by the vendor. A vendor's inability or decision not to provide a presentation may be cause for rejection of the proposal.

## **NEGOTIATION OF CONTRACT SECTION 17**

Any contract(s) that may result from this RFP process will be the result of negotiation between the contractor submitting the successful proposal and the College.

**PROPOSAL FORMAT AND CONTENTS**  
**SECTION 18**

The statements contained herein are made for the purpose of information and assisting prospective Contractors/Partners in preparing responses. None of the statements contained herein shall be construed to be a warranty or representation; the College, its officials, employees, agents and consultants shall not be liable to any persons for any statements herein.

There is not a required format for the proposal that is to be submitted. It is suggested that the same format used in this RFP be followed, by each section. Tabbing each section is required. A copy of this RFP can be supplied in Adobe format, either on disk or via e-mail. To ensure that all items are addressed and full consideration of the response is evaluated, it is recommended that responses be addressed directly below each line item. In some cases where a defined response is not requested, a simple "acknowledged," "we concur," or "understood," etc., could be adequate.

Addendum or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal. Oral communication with any person(s) will not be construed as providing amending data to the specification unless converted to the form of written addenda and conveyed to all prospective applicants. Any and all costs incurred in the cost of submittal preparation are to be born entirely by those preparing the submittal and will not be reimbursed by the State of Arkansas or Southern Arkansas University Tech. Recovery of said cost will not be allowable as direct or indirect charges under any resulting contract.

With regard to proprietary information, the College will disclose any portion of the submittals to members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant(s), the amount of the contract, and any information in the submittal that is pertinent to the selection of the Partner/Contractor. Any information of a proprietary nature that the respondent does not want disclosed to the public or used for any purpose other than evaluation of its offer should be on separate sheets. Each sheet containing such information must be appropriately marked "Confidential" at the top and bottom.

**CRITERIA FOR CONTRACT AWARD OPPORTUNITY  
SECTION 19**

This section should constitute the major portion of the proposal. Point values have been assigned to the various subsections/criteria for evaluation purposes, and total 100 points. Points awarded in any category are the sole determination of Southern Arkansas University Tech. Proposals must contain at least the following information:

**A. Experience and References ..... 40 points**

1. Describe the Company's experience as managers and consultants of food service operations.
2. Provide a list of all current contracts your company has for food service. List names and phone numbers of the current clients capable of commenting on your firm's performance.
3. Include a resume of the proposed Food Service Manager/Coordinator for Southern Arkansas University Tech.
4. Include a resume and background of the person who will supervise the work of the Food Service Manager/Coordinator and how your company will ensure the best performance.

**B. Service Capability ..... 30 points**

1. Describe your experiences in managing retail food operations and services in your most successful accounts in the past three (3) years. Detail sales volumes in dollars and as a percentage of the total operation at these accounts.
2. Describe your experience in developing promotional and marketing plans to expand food service opportunities.

**C. Proposed Service Plan(s) ..... 20 points**

1. Describe the proposed service plan. Include the proposed offerings or sample menus, suggested prices and anticipated days and hours of operation.
2. Fully describe the expected use of specific college facilities in performing these services.
3. Describe the quality control measures or system that will be used to monitor and evaluate food and services provided.

**D. Financial ..... 10 points**

1. Identify and fully explain the proposed payment, fee structure and fee terms, if any, that the proposing party would remit to the College from operations of the college food service.
2. Identify and fully explain any required payment that the proposing party might require from the College.
3. Identify any known additional equipment that the College would be expected to acquire.

**ANTICIPATED TIMETABLE  
SECTION 20**

1. Release of RFP to Food Service Providers ..... 4/17/2015
2. Submission of Proposals..... 5/29/2015
3. Final Contract Negotiations..... 6/30/2015
4. Contract Start .....As Negotiated

There will be no penalty to Southern Arkansas University Tech should the time periods listed after the Proposal Opening date vary. However, diligence will be given to comply with the schedule as listed.

**LIST OF ATTACHMENTS  
SECTION 21**

- Standard Southern Arkansas University Tech Terms and Conditions
- Official Proposal Signature Document
- Vendor Information Sheet
- Equal Employment Opportunity Policy Form
- Illegal Immigrant Certification
- Contract and Grant Disclosure and Certification Form
- College Café Retail Sales History
- Food Service Equipment Inventory



**Southern Arkansas University Tech**  
**Standard Terms & Conditions**

1. **General.** Any special terms and conditions included in the Invitation to Bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of the contract entered into if any or all parts of the bid are accepted by Southern Arkansas University Tech, hereafter called SAUT or the College.
2. **Acceptance and Rejection.** The College reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities, and to award the bid to best serve the interest of the College and State of Arkansas. This Invitation to Bid does not in any way commit the College to contract for the commodities or services listed herein.
3. **Bid Submission.** Bids must be submitted to the College on the attached bid form, when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified with bid number, time, and opening date. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances. **Signature:** Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.
4. **Prices.** Quote FOB destination. Bid the unit prices. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation to Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from List" bids are not acceptable unless requested in the Invitation to Bid.
5. **Quantities.** The quantities stated in term contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The College may order more or less than the estimated quantity on any term contract. Quantities stated on firm contracts are actual requirements of the College.
6. **Brand Name References.** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other description and should include the manufacturer's illustration and complete description of the product(s) offered. The College reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the College may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to the name brands, numbers, etc., as specified in the invitation.
7. **Guaranty.** All items shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample, or specification, it will conform hereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligation under this paragraph shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.
8. **Samples.** Samples, or demonstrators, when requested, must be furnished free of expense to the College. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, within ten days following the opening of bids, at the bidder's expense. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number, and item number.
9. **Testing Procedures for Specifications Compliance.** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **Amendments.** The bid cannot be altered or amended after the opening, except as permitted by regulation.

11. **Taxes and Trade Discounts.** Do not include sales or use tax. Trade discounts should be deducted from the unit price, with the net price shown on the bid.
12. **Award.** The College reserves the right to award items all or none or by line item, whichever is determined to be in the best interest of the State. Conditional bids will not be considered. ***Term Contracts:*** A Contract Award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. The receipt of a Purchase Order from the University authorizes shipment against a term contract. ***Firm Contracts:*** A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation to Bid results in a binding contract without further action by either party.
13. **Length of Contract.** The Invitation to Bid, contract award or purchase order will show the period of time the term contract will be in effect.
14. **Delivery on Contracts.** The Invitation to Bid will state the number of days to place a commodity or service in the designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in the award. The College has the right to extend delivery if reasons appear valid. If the delivery date is not acceptable, the College reserves the right to procure elsewhere, and any additional cost will be borne by the supplier/contractor.
15. **Delivery Requirements.** No substitutions or cancellations are permitted without prior written approval of the College. Delivery shall be made during College working hours only, 8 a.m. to 4:30 p.m., unless prior approval for other delivery time(s) has been obtained. Packing memoranda shall be enclosed with each shipment. ***Storage:*** The University is responsible for storage if the contractor delivers within the time required and the College cannot accept delivery at that time.
16. **Default.** All commodities furnished will be subject to inspection and acceptance of the College after delivery. Backorders, default in promised delivery or failure to meet specifications authorize the College to cancel this contract or any portion of it and reasonably procure commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the College of the reason for default and the expected delivery date. Consistent failure to meet delivery requirements without valid reason may cause removal from the bidder's list or suspend eligibility for award.
17. **Variation in Quantity.** The College assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the College's purchase order.
18. **Invoicing.** The contractor shall be paid upon completion of all the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the Invitation to Bid, (2) delivery and acceptance of the commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to "Invoice to" point shown on the purchase order.
19. **Southern Arkansas University Tech (State) Property.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the College/State, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
20. **Patents or Copyrights.** The contractor agrees to indemnify and hold the College harmless from all claims, damages, and costs, including legal fees, arising from infringement of patents or copyrights.
21. **Assignment.** Any contract entered into pursuant to this Invitation to Bid is not assignable nor the dues thereunder delegable by either party, without the written consent of both parties of the original contract.
22. **Other Remedies.** In addition to the remedies outlined herein, the contractor and the College have the right to pursue any other remedy permitted by law or in equity.
23. **Lack of Funds.** The College may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the College. If the College is unable to return the commodities in normal condition, and there are no funds legally available to pay for the

goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim for the actual expense.

24. **Discrimination.** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees to the following: (1) The bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin. (2) In all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, sex, color, age, religion, handicap, or national origin. (3) The bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute. (4) Failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder, and this nondiscrimination clause shall be deemed a breach of contract, and it may be canceled, terminated, or suspended in whole or in part. (5) The bidder will include the provisions of items 1 through 4 in every contract so that such provisions will be binding upon such subcontractor or vendor.
25. **Contingent Fee/Ethical Standards.** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
26. **Antitrust Assignment.** As part of the consideration for entering into any contract pursuant to this Invitation to Bid, the bidder named on the front of this Invitation to Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells, and transfers to Southern Arkansas University Tech all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this state pursuant to this contract.
27. **Minor Capital Improvements (\$5,000.01 to \$19,999.99).** A Certificate of Insurance is required from the successful bidder prior to the issuance of a purchase order.
28. **Major Capital Improvements (over \$20,000).** A five (5) percent Bid Bond must be submitted with the sealed bid. A Certificate of Insurance, one hundred (100) percent Performance Bond, and a Contractor's License is required from the successful bidder prior to the issuance of a purchase order. Contractor will be required to complete the ***Contract and Grant Disclosure and Certification Form (EO 98-04)*** for bids over \$25,000.
29. **Arkansas Technology Access Clause.** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Southern Arkansas University Tech 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 (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodation under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**OFFICIAL PROPOSAL SIGNATURE  
DOCUMENT  
RFP # SAUT/14-15/002**

*THIS PAGE MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE*

I, the undersigned, duly authorized representative of the proposing parties, understand that the proposal must be signed by the proposing party or an authorized representative of the proposing party. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms and conditions, and agree, on behalf of myself and the proposing party, to be bound by them. Furthermore, I acknowledge receiving, reading and understanding the listed addendums below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Typed or Printed)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address & Telephone

\_\_\_\_\_  
Employer Identification Number

List all addendums that were received, read and understood (if none, so indicate).

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**Southern Arkansas University Tech**  
**Tel: 870-574-4523**  
**Fax: 870-574-4489**  
**Purchasing Department**  
**6415 Spellman Road**  
**P. O. Box 3499**  
**Camden, AR 71711**

Thursday, April 16, 2015

In order to create a vendor number for an individual or a business, the University requires the following information AND a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification. These forms may be returned to Purchasing by fax, mail or e-mail. If you need assistance, please contact Purchasing.

Business Contact Name: \_\_\_\_\_

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

**If your business is classified as a "Minority", please check the appropriate box below.** The State of Arkansas defines "Minority Business" as a business that is at least 51% owned by one or more minority persons. A.C.A. 15-4-303 (2).

AFRICAN AMERICAN	AMERICAN INDIAN	ASIAN AMERICAN	HISPANIC AMERICAN	PACIFIC ISLANDER	SERVICE-DISABLED VETERAN

**DO YOU ACCEPT PURCHASE ORDERS?** \_\_\_\_\_ (Yes or No)

*Do you accept Purchase Orders by e-mail?*

*If so, list the address:* \_\_\_\_\_

**DO YOU ACCEPT CREDIT CARDS?** \_\_\_\_\_ (Yes or No)

*The State of Arkansas currently utilizes a Visa card*

**DO YOU COLLECT ARKANSAS SALES TAX?** \_\_\_\_\_ (Yes or No)

*The current tax rate for the College is 7.5%.*

If your Remit-To address differs from your business location, please list that address below:

Remit To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FOR ARKANSAS VENDORS ONLY**

In accordance with Act 567 of 2007, all contracts with a member of the Arkansas General Assembly, his or her spouse or any business in which such person is an officer, director or stockholder owning more than 10% of the stock in the business must be disclosed.

Does this description apply to you/your company? \_\_\_\_\_ (Yes or No)

If yes, please explain: \_\_\_\_\_  
 \_\_\_\_\_

**SOUTHERN ARKANSAS UNIVERSITY TECH  
Purchasing Department  
6415 Spellman Road  
P. O. Box 3499  
Camden, AR 71701**

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

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

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

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

If you have any questions, please call the Purchasing Department at 870-574-4523.

Thank you.

Purchasing

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*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE*

- \_\_\_\_\_ EEO Policy attached
- \_\_\_\_\_ EEO Policy previously submitted to SAUT Purchasing Department
- \_\_\_\_\_ EEO Policy is not available

\_\_\_\_\_  
Name of Company or Person

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Southern Arkansas University Tech  
Purchasing Department  
6415 Spellman Road  
P. O. Box 3499  
Camden, AR 71701**

**Illegal Immigrant Certification Form**

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) for professional services, technical and general services or any category of construction in which the total dollar value is \$25,000 or greater **certify, prior to the award of the contract**, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

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

Click:                      Submit Disclosure Form  
                                    (no password is needed)

**Print screen-shot of certification and attach to this form.**

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.** If you have any questions, please contact the Purchasing Department.

Thank you.  
Purchasing Department

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*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:*

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any illegal immigrants  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that no contract can be  
awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	

## Contract and Grant Disclosure and Certification Form

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

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: ----	OR ----	<input type="checkbox"/> Yes <input type="checkbox"/> No	
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 (√)		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? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

### F o r a n E n t i t y ( B u s i n e s s ) \*

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

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

None of the above applies



## Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

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

**Agency use only**

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

**Southern Arkansas University Tech  
SAUT College Café/The Tech Diner  
Revenue**

**Retail Sales (excluding catering sales)**

College Café' – Management Wanda and Terry Pursley

<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<b>\$65,057</b>	<b>\$66,166</b>	<b>\$65,829</b>	<b>\$66,725</b>	<b>\$61,736</b>	<b>\$53,251</b>

The Tech Diner – Management Natasha McCoy

**2014-2015 July – January to date**

**\$63,438**