REQUEST FOR PROPOSAL

RFP #2025-01



**ISSUED BY:**

**University of Arkansas Board of Trustees for and on Behalf of the**

**University of Arkansas Community College at Batesville**

**Peggy W. Jackson, APO**

**Procurement Manager**

**2221 White Drive**

**Batesville, AR 72501**

**(870) 612-2030**

**PROPOSAL NAME: BANKING SERVICES**

**ISSUE DATE: May 8, 2025**

**BANKING SERVICES**

**ACKNOWLEDGEMENT OF RECEIPT**

Please fill in the requested information below as acknowledgement that you have received the Request for Proposal noted above. If your firm is interested in participating, this sheet must be completed and returned or emailed to the University of Arkansas Community College at Batesville, Procurement Office, Attn: Peggy W. Jackson, 2221 White Drive, Batesville, AR 72501, [peggy.jackson@uaccb.edu](file:///C%3A%5CUsers%5Cbruce.hankins%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CIXE491KB%5Cpeggy.jackson%40uaccb.edu). By doing this, we will be able to provide notification of any addenda to the RFP.

**Name of Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Fax #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_ Yes, our company does have an interest in responding**

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

**Name: (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

BANKING SERVICES

ADDENDA

I/We do hereby acknowledge receipt of the following addendum or addenda (if any):

 No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Person Authorized to bind your company

Request for Proposal

 RFP #2025-01

**For**

**Banking Services for**

### University of Arkansas Community College at Batesville

# You are invited to submit proposals in accordance with the requirements of this solicitation, which are contained herein. Please review all pages carefully to ensure clear understanding.

Proposals are to be submitted to the University of Arkansas Community College at Batesville, Procurement Department no later than 11:00 a.m. local time, Wednesday, May 21, 2025, at which time respondents to this request will be publicly identified and proposals will be reviewed.

Proposals must be mailed to:

 University of Arkansas Community College at Batesville

 Procurement Department

 Attn: Peggy W. Jackson, CPPO, CPPB

 P O Box 3350

 Batesville, AR 72503-3350

OR delivered to:

 Procurement Department

 2221 White Drive

 Batesville, AR 72501

Questions concerning this solicitation should be referred to Peggy W. Jackson, Procurement Manager at [peggy.jackson@uaccb.edu](file:///%5C%5Cfile3.uaccb.edu%5Cvicechancellors%24%5CFinance%20%26%20Administration%5CFinance%20%26%20Administration%5C1%20Banking%20Permanent%20File%5CBanking%20Services%20Soliciation%5Cpeggy.jackson%40uaccb.edu).

Acceptance of a request for a proposal issued by the Chief Financial Officer, as indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency, the Chief Financial Officer, or any employee of the College will be disregarded.

This solicitation does not commit the University of Arkansas Community College at Batesville to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. University of Arkansas Community College at Batesville reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this proposal if it is deemed in the best interest of University of Arkansas Community College at Batesville to do so.

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**1.00 INTRODUCTION.** TheUniversity of Arkansas Board of Trustees for and on Behalf of University of Arkansas Community College at Batesville (“The College”) is issuing this Request for Proposal (“RFP”) for banking services for the University of Arkansas Community College at Batesville’s Operating and Payroll Accounts and any other accounts ancillary to their operations.

**2.00 TERM.** The required services are to commence July 1, 2025, and unless terminated sooner, shall continue in force for an initial period of two (2) years with the option to extend for five one-year extensions, in accordance with the original terms of the contract upon mutual agreement in writing.

**3.00 STANDARD OF PERFORMANCE.** The Vendor shall perform according to the terms and conditions stated herein, and according to the highest standards and commercial practices of providing banking services. Instances of poor performance by the Vendor will be documented and submitted to the Vendor for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be held between the Vendor and the College when documented instances of poor performance occur and a plan for corrective action agreeable to both parties will be drafted and implemented. The College retains the absolute right to assess whether and when performance is subsequently acceptable.

**4.00 TERMINATION AND ASSIGNMENT.** The contract awarded in response to this RFP may be terminated by either party by giving the other not less than 180 days written notice of intent to terminate as of the date specified. If the contract is terminated for any reason (i.e. default, convenience, unavailability of funds, etc.) the Vendor must continue operation until the College is able to secure continued operations; provided this period shall not exceed six (6) months from the effective date of termination.

The contract will not be assignable without prior written consent of the College and the Vendor. Any attempted assignment without such consent shall be void and of no effect.

If the Vendor receiving the award for the contract is subsequently purchased by another Vendor, this will be considered an act of assignment, and the College will have the option to accept the assignment or terminate the contract with 180 days written notice. The assignment Vendor must offer the same or equivalent services as the contract stipulates.

**5.00 CONTRACT ADMINISTRATOR/INQUIRIES.** The contract administrator and liaison for all matters concerning this contract is Anthony B. Hankins, Chief Financial Officer. Inquiries related to the RFP should be directed to the attention of Peggy W. Jackson, Procurement Manager, via email at peggy.jackson@uaccb.edu in sufficient time to allow a reply to all prospective proposers prior to opening date. Any clarification given to a prospective proposer will be furnished in writing to all prospective proposers as an amendment, if such information modifies these specifications or is deemed to be necessary for responding to this RFP.

**6.00 OPENING DATE.** Sealed, written, competitive proposals will be received until **11:00 a.m. local time in the Procurement Department on Wednesday, May 21, 2025, at P.O. Box 3350, Batesville, AR 72503 or 2221 White Drive, Batesville, Arkansas 72501.** **Vendors who choose to submit their proposal via mail are cautioned that proposals must reach the Procurement Department by this designated date and time.** All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date. Proposers are cautioned that only written information contained in the RFP (including amendments) is to be relied upon in preparation of a proposal. **The proposer is required to submit an original and five (5) copies of the proposal to the College.**

**7.00 FORMAL PRESENTATIONS.** The College reserves the right to requireproposers to make a formal presentation to an evaluation committee. Presentations will be limited to no more than one hour.

**8.00 PROPOSAL FORMAT.** Each proposer must submit their proposal in the specified format, but may also propose alternatives to the College as additions to the base proposal. Such additional offerings should be clearly identified. The College prefers proposers respond to this RFP using the titles and sequence numbers specified herein for reference.

**9.00 AWARD.** The College reserves the right to reject any or all proposals, or any portion thereof, and readvertise if deemed necessary. Awards will be made to the proposer whose proposal conforms to the RFP and, in the sole judgment of the College, will be the most advantageous to the College.

**10.00 CONTRACT GOVERNANCE AND INDEMNIFICATION.** The contract will incorporate the contents of the RFP as well as any negotiated terms and conditions. Vendors should note the following regarding the State’s contracting authority and amend their documents accordingly. Failure to conform to these standards will result in rejection of the proposal.

This contract shall be governed by and constructed in accordance with the laws of the state of Arkansas. University of Arkansas Community College at Batesville is an agency of the state of Arkansas and the state and its agencies are protected from suit by sovereign immunity. Nothing in this contract is intended to nor shall it waive this sovereign immunity. Any provision of this contract in conflict with the laws of the state of Arkansas is null and void.

The Vendor shall indemnify and hold harmless the College, its officers, and its employees from all claims, suits, actions, damages, costs of every nature and description arising out of or resulting from the contract or the provision of services thereunder.

The College will cooperate with the Vendor in the defense of any action or claim brought against the Vendor seeking damages or relief for any loss, expense, damage, liability, claim, or demand either at law or in equity for actual or alleged injuries to persons or property arising from any negligent act or omission by the College or its employees or agents in performance of this contract. The College also will cooperate in good faith with the Vendor should the Vendor present any claims of the aforementioned nature against the College to the Arkansas State Claims Commission and will make a reasonable effort to expedite any hearing or other action before the Commission. However, the College reserves the right to assert in good faith any and all claims and defenses available to it in any such proceedings before the Commission or other appropriate forum.

Additionally:

1. The State of Arkansas may not contract with another party to:
2. Indemnify and defend that party for any liability and damage. However, the College may agree to hold other party harmless from any loss or claim resulting directly from and attributable to the College’s use or possession of equipment or software and reimburse the party for the loss caused solely by the College’s use or possession.
3. Upon default, to pay all the sums to become due under the contract.
4. Pay damages, legal expenses or other costs and expenses of any party.
5. A party wishing to contract with the University of Arkansas Community College at Batesville must:
6. Remove any language from its contract that grants remedies other than:
* The right to possession.
* The right to accrued payment.
1. Include in its contract language specifying that the laws of the State of Arkansas govern the contract.
2. Acknowledge in writing that contracts with the College become effective when awarded.

**11.00 COST FOR PROPOSAL PREPARATION.** The College will not reimburse any proposer’s costs incurred in the preparation and submission of proposals.

**12.00 ACKNOWLEDGEMENT OF AMENDMENTS.** Proposers must acknowledge receipt of amendments by e-mail within 48 hours of receipt. Failure to provide such acknowledgement may be grounds for disqualification.

**13.00 FURTHER INFORMATION.** Proposers are cautioned that the College is not obligated to ask for or accept after the opening date, data which is essential for a complete and thorough evaluation of the proposal. However, should the College request additional information, either written or oral, the Vendor must provide. Refusal to honor such requests may result in rejection of the proposal. The College may award a contract based on initial submissions without any further discussion of such proposals. Accordingly, each proposal should be submitted in the most favorable and complete terms possible.

**14.00 PROPRIETARY INFORMATION.** Proposals and documents pertaining to this RFP become the property of the College and shall be open to public inspection following the proposal opening, excluding proprietary information as exempted by law. Proprietary information submitted in response to this RFP must be separately packaged, sealed, and clearly labeled “PROPRIETARY”. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential provided such material is clearly so marked by the proposer prior to submission.

**15.00 EXAMINATION OF RECORDS.** The Vendor agrees that the College or its duly authorized representatives shall at any time during the term of this contract have access to, and the right to audit and examine any pertinent records of the Vendor related to this contract. The Vendor shall retain such records for a period of no less than five (5) years from the date the records are made unless the College authorizes earlier disposition. The Vendor agrees to refund to the College any underpayments or overcharges disclosed by audit or to take other acceptable corrective action.

**16.00 PERMITS AND LICENSES.** The Vendor will obtain and maintain at its expense, and in its name, all necessary licenses and permits required to perform the services described herein.

**17.00 REQUIRED VENDOR INFORMATION AND SUCCESSFUL VENDOR’S RESPONSIBILITIES.**

Vendors submitting a response to this RFP must provide the following supplemental information:

17.01 A minimum of three (3) references for which the Vendor has provided banking services similar in scope and complexity to those sought herein by the College.

17.02 Copies of independently audited financial statements for its most recent two (2) fiscal years. Additionally, copies of any regulatory reports containing any limitations currently imposed upon the Vendor as a result of examinations by or agreements with the Federal Deposit Insurance Corporation (FDIC), the United States Federal Reserve, the Comptroller of the Currency, or any other regulatory agency.

* 1. A narrative description of its current organizational structure and history.

The successful Vendor shall have the following responsibilities:

* Shall be financially responsible for obtaining all permits, licenses, and bonding requirements to comply with all applicable city, county, state, or federal laws and regulations and shall assume liability for all applicable taxes.
* Agree to comply with all federal and state laws and regulations applicable to banking agencies.
* Agree to provide the College's designated representatives and auditors with access to all records pertinent to the College's transactions and accounts as needed and at mutually acceptable times.

**18.00 REQUIRED SERVICES.** The College requests proposals from qualified vendors for banking services encompassing the following:

**ACH Debits and Credits FedWire Debits and Credits**

**Daily Deposits Returned Items Processing**

**Check Processing and Routing Local Branch Required**

**Stop Payment Orders Electronic Information Reporting**

**Direct Payroll and Financial Aid Deposits Overdraft Protection**

**Interest Bearing Accounts/Investment Return Locking Bags**

**International Banking Services Collateralization**

**After Hours Deposit Service Cost of Services**

**Cash and Coinage Requirements Exemplary Customer Service**

**Positive Pay Capability**

 **A. ACH Debits and Credits – The College requires the ability to initiate Automated ClearingHouse (ACH) transactions electronically. Additionally, the College requires security features that will detect and prohibit unauthorized debits against its accounts.** Describe how the Vendor processes ACH transactions, how the College will receive notice of such transactions, and what products are offered by the Vendor to expedite notification to the College.

 **B. FedWire Debits and Credits – The College requires the ability to initiate FedWire transactions electronically**. Describe the steps required for the College to initiate this service. Specify the latest time the College may submit a request for same day transfer. Explain how the Vendor will notify the College when incoming wire transactions are received. Describe the product(s) offered by the Vendor to provide this type of information to the College electronically. **The vendor must provide FedWire Debits and Credits at no charge to the College.**

 **C. Daily Deposits** – Describe how the Vendor computes or determines the availability of funds for depository accounts. Provide the Funds Availability Schedule the Vendor proposes for deposits. Specify the latest time deposits may be made to meet the proposed Funds Availability Schedule. **The College strongly prefers same day credit for deposits made prior to 5:00 PM local time and expects flexibility in the schedule for extraordinary situations.** Describe how the College will be notified of any credit memos not initiated by the College including the documentation provided and the timeliness of such documentation. Specify how the College will be notified of deposit errors and the timeliness of such notification. **The Vendor must provide deposit slips in duplicate and in an acceptable format at no cost to the College.**

 **D. Returned Items** **Processing** – Describe the procedures followed in processing returned items and notifying the College of their return.

 **E. Check Processing and Routing** – The Vendor and College will jointly establish specific formatting requirements for the College's checks. **The College requires cancelled checks to be returned in downloadable CVS format.**

 **F. Local Branch Required –** A local branch is required to be located within Batesville city limits.

 **G. Stop Payment Orders** – **The College requires the ability to initiate stop payment orders electronically.**

 **H. Electronic Information Reporting** – The Vendor must specify what information will be provided to the College concerning the daily and monthly status of the College's accounts. **The College requires the ability to monitor its accounts electronically and on-demand.**

 **I. Direct Payroll and Financial Aid Deposits** – The Vendor must describe its ability to process direct payroll deposits into employees’ accounts and direct financial aid and refund deposits into students’ accounts. The Vendor must also provide detailed information outlining the process and the specific requirements the College must meet. The Vendor should specify any limitations on its ability to access specific financial institutions by geographical location or other criteria. **The College requires the ability to initiate direct deposits electronically.**

 **J. Overdraft Protection – The College requires the Vendor to provide overdraft protection on its accounts.** The Vendor must describe its policies governing overdrafts, its procedures for processing them, and what actions are required of the College if an overdraft occurs.

 **K. Interest Bearing Accounts/Investment Return** – The Vendor must offer competitive interest rates on the College's accounts. The Vendor must specify its policies for determining interest rates and describe its procedures for calculating interest. **The College requires an interest rate and account arrangement that will provide a high level of return on its deposits and not require frequent transfers and realignments of its investment position**. Information on balances maintained in the College's operating account, payroll, federal, and student accounts during the thirteen months ended March 31, 2025, is included as **Appendix A**. The payroll and financial aid accounts are utilized on an impress basis. Vendors are cautioned that these are historical balances, and the College will review and possibly adjust its cash position in response to proposed interest rates and account arrangements.

 **L. Locking Bags** – The Vendor must provide acceptable locking bags to the College at no cost.

 **M. International Banking Services** – The Vendor must have the ability to process international banking transactions and must specify its policies and procedures for processing international bank drafts and wire transfers.

 **N. Collateralization** – **The College requires One Hundred Five Percent (105%) collateralization of its accounts.** The Vendor must pledge United States government securities as collateral and must provide safekeeping receipts to the College. The Vendor must specify in detail its policies and procedures for insuring compliance with Rule 2012-A, Management of Cash Funds in **Appendix B** insuring adequate and acceptable collateralization of the College's accounts. The Vendor's policies and procedures must conform to the standards of the Federal Deposit Insurance Corporation (FDIC) and sound banking practices. The College reserves the right to review the Vendor's proposal on collateralization with the Arkansas Division of Legislative Audit.

 **O. After Hours Deposit Service** – The Vendor must provide the College the ability to make deposits after normal business hours. Describe the actions required of the College and the Vendor's procedures for insuring adequate security for these deposits.

**P. Cost of Services -** Vendors proposing costing structures must specify in detail the charges and fees they propose and must clearly demonstrate significant cost savings or other financial advantages to the College. Information about the level and types of activity occurring in the College’s accounts during the thirteen months ended March 31, 2025, is included as **Appendix A.**

 **Q. Cash and Coinage Requirements** – The College periodically requires significant amounts of cash and coinage to support its cashiering operations. Examples of when this may be required include, but are not limited to, tuition and fee collection periods at the beginning of the Spring and Fall academic terms and other public events. **Vendors should include in their proposal a positive assurance that these requirements will be met as needed and on a timely basis contingent upon proper notice by the College.**

**R. Exemplary Customer Service** – The College requires high standards of customer service. The Vendor should present its strategies for providing such services, including the appointment of primary representatives to (1) address the College's requests for service and, (2) resolve any problems in the administration of its accounts.

**S. Positive Pay Capability –** The vendor must offer positive payment security capability. The vendor should explain in detail how the service is provided and what actions are required of the College.

**19.00 ADDITIONAL SERVICES.** The College welcomes vendor proposals on additional services or products.

In addition to the required services outlined above the College will consider and evaluate Vendor proposals to provide other services of benefit to the College as well as its students, employees, and alumni.

20.00 EVALUATION AND SELECTION CRITERIA. The selection of a service provider under this contract shall be based on the Colleges assessment of the Vendor’s ability to provide the services enumerated in this RFP and the costs associated with providing these services. The following point scale shall be followed in evaluating proposals:

A. Required Information (17.00) 0 to 5 points

B. Required Services (18.A – 18.J, 18.L – 18.O, 18.Q, 18.S) 0 to 35 points

C. Interest Rate/Investment Return (18.K) 0 to 10 points

D. Cost of Services (18.P) 0 to 30 points

E. Additional Services (19.00) 0 to 10 points

F. Customer Service (18.R) 0 to 10 points

**21.00 VENDOR AFFIRMATION.**

I, THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE BIDDER, UNDERSTAND THAT THE BID MUST BE SIGNED BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER. FURTHER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL THE BID INSTRUCTIONS, SPECIFICATIONS, TERMS AND CONDITIONS (INCLUDING ALL ATTACHMENTS) AND AGREE, ON BEHALF OF MYSELF AND THE BIDDER TO BE BOUND BY THEM.

##### Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_

**Name & Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company Name & Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**VENDORS MUST SIGN AND COMPLETE THIS VERIFICATION STATEMENT AND ATTACH IT TO THEIR PROPOSAL.**

**22.00: VENDOR PERFORMANCE STANDARDS**

The following Performance Standards will apply to this RFP.

|  |  |  |
| --- | --- | --- |
| **Service****Criteria** | **Acceptable** **Performance** | **Compensation/Damages** |
| Adherence to College Requirements | Reference all articles of RFP | **Termination of Contract: Reference** sections 3.00 and 4.00 of RFP, this termination clause will apply for the insufficient performance of services by vendor at the sole discretion of the University of Arkansas Community College at Batesville |
| Adherence to Commitments in Service Level Agreement | Reference Sections 17.00, 18.00, and 19.00 of RFP | **Termination of Contract:** Reference sections 3.00 and 4.00 of RFP, this termination clause will apply for the insufficient performance of services by vendor at the sole discretion of the University of Arkansas Community College at Batesville |

**23.00 REQUIRED FORMS FOR PROCESSING RFP**

The required forms for processing this RFP are located on our Website at <http://www.uaccb.edu/about-us/procurement>.

**24.00 Standard Terms and Conditions for RFP**

The Standard Terms and Conditions for this RFP are located on our website at <http://www.uaccb.edu/about-us/procurement>.