



UNIVERSITY
of ARKANSAS
AT PINE BLUFF
—1873—

1200 N. University Drive
Pine Bluff, Arkansas 71601

REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

| | |
|--|--|
| Issue Date: December 7, 2020 | Bid Opening Date: January 25, 2021 |
| RFP No: UAPB A133 | Bid Opening Time: 2:00 P.M. CST |
| Bid Subject: Surveillance Camera System | FIRM |
| SUBMIT TO: UAPB Procurement Department BY MAIL: P.O. BOX 4979 Messenger: 1200 University Drive Office of Procurement Room 102 – Administration Bldg. Pine Bluff, AR 71601 | FOB: UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601 |
| Attention: Wuanita Trotter Interim Director of Procurement | Director's Phone: (870)575-8736 Fax No: (870)575-4647 Email: trotterw@uapb.edu |

Deliver proposal submissions for this Request for Proposal must be received in the **UAPB Procurement Department** on or before the designated opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**

Proposal's Outer Packaging:

Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.

- Solicitation number
- Date and time of proposal opening
- Prospective Contractor's name and return address

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SCHEDULE OF EVENTS

DATES

| | |
|--|---------------------|
| Release of RFP* | December 7, 2020 |
| Mandatory Pre-Bid Conference | January 8, 2021 |
| Deadline for Receipt of Questions..... (Note: Questions should be e-mailed to Wuanita Trotter at trotterw@uapb.edu) | January 15, 2021 |
| Deadline for UAPB to respond to questions | January 20, 2021 |
| Deadline for Receiving Request for Proposal and RFP Opening Date & Time (2:00 P.M. CST) | January 25, 2021 |
| Evaluation Period..... | January 26-29, 2021 |
| Preparation of the Professional Service Contract for General Counsel Review | February 1-5, 2021 |
| ➤ EEO Policy | |
| ➤ Illegal Immigrant Certification | |
| ➤ Contract Grant and Disclosure | |
| Contract Submission Deadline | February 8, 2021 |
| Contract Date..... | TBA |

***RFP= Request for Proposal**

There will be no penalty to UAPB should the time periods listed after the Proposal opening date vary. However, diligence will be given to comply with the schedule as listed herein.

****Contingent upon Legislative Review dates availability.**

SECTION 1- GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not provide responses to items in this section unless specifically and expressly required.***

1.1 PURPOSE

The University of Arkansas at Pine Bluff is requesting proposals from qualified Contractors to furnish and install **SURVEILLANCE CAMERA SYSTEM** for the University and to be used in campus construction and renovation projects at the University of Arkansas at Pine Bluff, hereafter called UAPB.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP UAPB intends to award a contract to a Single Contractor.
- B. The term of this contract **shall** be for one (1) year, subject to UAPB's right of cancellation. The anticipated starting date for the contract is **March 22, 2021**. Upon mutual agreement by the vendor and agency, the contract may be renewed by UAPB on a year-to-year basis, for up to three (3) additional one-year terms or portions thereof.

1.3 ISSUING AGENCY

UAPB, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 PRE-BID CONFERENCE

1. ***There will be a mandatory Pre-Bid Conference held January 8, 2021 at 10:00 AM CST. Bidders must come to the Facilities Management Building 1601 L.A. "Prexy" Davis Drive, Pine Bluff, AR 71601, as we will leave here at 10:00 am promptly and walk to the installation site for a brief meeting and to see the site. Owner will not accept a bid from any Bidder failing to attend mandatory meeting(s). The University reserves the right to schedule additional mandatory meetings, if it determines them to be in its best interests.***
2. **DRIVING DIRECTIONS FROM LITTLE ROCK TO UAPB'S ADMINISTRATION BUILDING TO THE PROCUREMENT OFFICE**

Coming from Little Rock you will be traveling I-530 South of Little Rock to...
 - Exit 35 and go through three (3) stop lights. At the 4th stop light you will be turning (left on to University Drive). Go through the next stop light you will still be on University heading north to....
 - Watson Blvd where you will make a left at the Soccer Field.
 - At the left turn you until you come to L.A. "Prexy" Davis Drive, here you will make a right, you will pass the HYPER Building which is located on the right, go down a little further and you will see the Facilities Building on the left across from JBJ complex.
3. The Owner will **receive bids until 2:00 P.m.**, local time on **January 25, 2021**. Bids may be mailed or delivered to the UAPB Procurement Department, Room 102 Administration Building, 1200 N. University Drive Pine Bluff Arkansas, hereinafter termed UAPB. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the time and date mentioned. Interested parties are invited to attend.

PROPOSAL OPENING DATE AND LOCATION

Proposals will be opened at the following location:

**The University of Arkansas at Pine Bluff
Administration Building, Room 102
Pine Bluff, Arkansas 71601**

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.6 DEFINITION OF TERMS

- A. The UAPB Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a proposal in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

1.7 RESPONSE DOCUMENTS

- A. Original Technical Proposal Packet

1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal *Packet*.
 - a. Original signed *Proposal Signature Page*. (See Technical Proposal *Packet*.)
 - b. *One (1) original hard copy of the proposal response which includes:*
 - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal *Packet*. Proposal response **must** be in the English language.
 - ii. Response to the Official Bid Price Sheet. Pricing **must** be proposed in U.S. currency.
 - c. Must submit **one (1)** original hard copy of the **RFP Response Packet** and an electronic copy preferably on flash drive and in PDF format. Do not send electronic copy via email or fax. The original copy must include the appropriate number of referenced and descriptive literature. The **Pricing on the Official RFP Cost sheet** must be proposed in U.S. dollars and cents.
2. **The following items should be submitted in the original Technical Proposal *Packet*.**
 - a. W-9 Form
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
 - d. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access.*)
 - e. Proposed Subcontractors Form. (See *Subcontractors.*)
 - f. Illegal Immigrant Certification
 - g. Boycott of Israel Certification

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted.

1. Additional Copies of the Technical Proposal Packet
 - a. One (1) complete hard copy (marked "COPY") of the Technical Proposal Packet.
 - b. If UAPB requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
2. Additional Copies of the Official Bid Price Sheet
 - a. Prospective Contractor should also submit one (1) electronic copy of the Official Bid Price Sheet
3. One (1) redacted (marked "REDACTED") copy the original Technical Proposal Packet, preferably in PDF format.

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.

- B. The original Technical Proposal Packet and all copies should be arranged in the following order.
- Proposal Signature Page.
 - Proposed Subcontractor Form
 - Signed Addenda, if applicable.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Equal Opportunity Policy.
 - W-9 Form
 - Boycott of Israel Certification
 - Illegal Immigrant Certification
 - Voluntary Product Accessibility Template (VPAT).
 - Technical Proposal response to the information for Evaluation section of the Technical Proposal Packet.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *RFP Solicitation* in writing via email by 11:00 p.m., Central Time on or before **1/15/2021** to the UAPB official as shown on the front cover of this *Proposal Solicitation* (**Note the Schedule of Events**).
- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- E. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Proposal Signature Page included in the Technical Proposal Packet.

- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's proposal to be rejected.

1.11 SUBCONTRACTORS

1. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet*.
2. Additional subcontractors information may be required or requested in following sections of this Bid Solicitation or in the information for Evaluation section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
3. The utilization of any proposed subcontractor is subject to approval by UAPB.

1.12 PRICING

1. Prospective Contractor(s) **shall** include all pricing on the Official Proposal Cost Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Proposal Price Sheet* is provided as a separate electronic file posted with this *Proposal Solicitation*.
2. To allow time to evaluate proposals, prices **must** be valid for 90 days following the proposal opening.
3. This Official Proposal Price Sheet, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing" DO NOT submit any ancillary information not related to actual pricing on or with the Official Proposal Price Sheet or in the sealed pricing package.

1.13 PRIME CONTRACTOR RESPONSIBILITY

1. A single Prospective Contractor **must** be identified as the prime Contractor.
2. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to UAPB for the performance thereof.

1.14 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 RESERVATION

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Proposal Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *response packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 CAUTION TO PROSPECTIVE CONTRACTORS

1. Prior to any contract award, address all communication concerning this *Proposal Solicitation* through UAPB official.
2. Do not alter any language in any solicitation document provided by UAPB.
3. Do not alter the Official Proposal Price Sheet.
4. All official documents and correspondence related to this solicitation become part of the resultant contract.
5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so. **Failure to provide the performance security shall result in a proposal rejection.**
6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.
7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Proposal Solicitation*.

1.18 REQUIREMENT OF ADDENDUM

1. Only an addendum written and authorized by UAPB will modify this *Proposal Solicitation*.
2. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening and may or may not include changes to the Proposal Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx, for any and all addenda up to proposal opening.

1.19 AWARD PROCESS

A. Successful Contractor Selection

1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UAPB may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible or being selected for award.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the highest ranking Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.

2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx.
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen day posting period.**
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. ADMINISTRATION RESPONSIBILITY

1. Any resultant contract of this *Proposal Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award of any resulting contract and the **Chief of Police & Public Safety** will be responsible for administration and contract compliance.

1.20 BID PROTEST

In the case of protest associated with this Request for Proposal (RFP), the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

1.21 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.22 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

1.23 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 any agency to any bidder who has not disclosed as required in this proposal with the exception of bidders in Section 3D (emergencies) for goods and services for which disclosure may be obtained after purchase or service.
- 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 bidder, 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.

1.24 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, UAPB must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.25 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with UAPB that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Proposal Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.26 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the

person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.27 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically UAPB Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with UAPB may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.28 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University 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, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, 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 assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.29 COMPLIANCE WITH UAPB TECHNICAL CURRENT PROGRAM

General Statement or Points to include/remember:

The university’s Student Information System (SIS) current enterprise system is Ellucian Colleague and the learning management system is Blackboard Learn. The software/application solution should support multiple platforms, any device and any browser. The maintenance and upgrades of the software/application will be the responsibility of the successful bidder. The system needs to be user friendly and **Does NOT override current security controls.**

- User friendly, straight forward, secure authentication process
- Application must integrate with present LDAP Microsoft Active Directory
- Cloud-based platform database server must support Microsoft Hyper-V and the latest operating systems. For example: Windows Server 2016 or 2012R2 and Windows 10 or 8.1
- (If the solution can be offered as a hosted solution (Software as a Service), please list as an optional feature and indicate the cost.)

VPAT - Voluntary Product Accessibility Template

- A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor’s product or service claims to conform to the Section 508 Standards.
- Documentation or the VPAT (Voluntary Product Accessibility Template tool developed by ITIC – Information Technology Industry Council will need to be provided.

1.30 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s bid to be rejected.

1.31 DATA SECURITY

The following terms and conditions apply to any purchase of goods or services in which the Vendor will have access to, store process Data, as defined herein.

1. Data Security. “Data” means electronic or digital records, information or data of any nature, including but not limited to personally identifiable information stored, processed or accessed by Vendor. Data includes, but is not limited to, University, student, faculty, and staff Data, metadata, and user content.
 - A. Vendor shall collect and use Data only for the purpose of providing services under the Agreement. Vendor shall not share with or provide Data to any entity or person not employed by Vendor without prior written consent of the University, except as may be required by law or permitted by the express terms of the Agreement. Vendor shall not change how Data is collected, used, or shared without prior written consent from the University.
 - B. All Data in the possession or control of Vendor or its subcontractors or agents, shall be destroyed or transferred to the University when the Data is no longer needed for its specified purpose.
 - C. Vendor shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Data, including without limitation, safeguards that meet the requirements of the Federal Trade Commission Safeguard Rule, set forth at 16 CFR Part 314 and the European Union’s General Data Protection Regulations (“GDPR”). Such measures shall include measures for protection against unauthorized or unlawful processing of Data and against accidental or unlawful destruction, loss, alteration, damage, disclosure of, or access, to Data. Vendor shall store and process all Data in accordance with industry best practices.
 - D. Vendor shall maintain and regularly update a written incident response plan, which shall include best practices for responding to a security or privacy incident involving unauthorized access to or disclosure of Data (“Security Breach”). Vendor’s written

incident response plan shall also include the prompt notification of University in the event of a Security Breach.

- E. With respect to any processing of personal data of persons located in, or such data obtained from within, the European Union or the European Economic Area, Vendor shall only act on the written instruction of University and shall assist University in compliance with GDPR in relation to the security of processing, the notification of personal data breaches, data protection impact assessments, answering data subjects' requests, and allowing data subjects to exercise their rights. Vendor shall ensure that individuals processing the data are subject to a duty of confidentiality and only engage sub-processors with the prior consent of University and under a written contract.
 - F. In the event Vendor discovers a Security Breach or reasonably believes that a Security Breach has occurred, Vendor shall promptly (and within any timeframe established by applicable law concerning Vendor's notification requirement) notify University of such Security Breach and shall provide to University any information regarding the incident reasonably requested by University, including a list of all affected individuals and their contact information.
 - G. If in the course of performance Vendor processes payment card data, Vendor shall comply with all applicable requirements for validation and compliance with the PCI DSS (Payment Card Industry Data Security Standard), as appropriate for its Service Provider level and shall continue to do so during the term of the Agreement.
 - H. Without limiting the generality of the foregoing, to the extent that the Agreement involves processing, use or receipt of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), or student education records subject to the Family Educational Rights and Privacy Act (FERPA), Vendor shall fully comply with all applicable privacy and information security requirements under HIPAA and FERPA.
- 2. Access to University Systems and Facilities. Vendor shall limit access to University facilities, files, servers networks, information services and computing devices ("Data Access") to individuals whose duties require Data Access in order for Vendor to perform its contractual obligations. Before permitting Data Access to any individual Vendor shall obtain, to the extent permitted by law, current criminal and financial background checks for such individual. Vendor shall not permit Data Access by any individual that Vendor reasonably determines may expose the University to a risk of loss or unauthorized use, modification, damage or use of University, student, faculty or staff information, data, files, servers, networks or devices.
 - 3. Indemnification. Vendor shall defend, indemnify, and hold harmless University, its agents, officers, trustees and employees from and against any and all claims, damages, losses, and expenses, including reasonable attorney's fees, resulting from or in any way relating to any of the following: Security Breaches that are a result of any act or omission of Vendor or its subcontractors (including any flaw or error in programming, security protocols or hardware

utilized); violations by Vendor or its subcontractors of any applicable law, rule or regulation governing access to, use, storage or processing of Data including without limitation the GDPR, the Safeguard Rule, HIPAA and FERPA; and any loss or damage to Data resulting from acts or omissions of Vendor or its subcontractors.

SECTION 2 – TECHNICAL REQUIREMENTS

2.1 SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to solicit firm pricing for Surveillance Camera System and Software, which shall be provided by the Contractor and to include all installation labor, material and equipment for the University campus buildings and campus construction and renovation projects. The scope of services provided by the Contractor under this RFP shall be the supply of High-End Video Surveillance Camera System with Analytics Software, Equipment and Installation.

The successful vendor will be expected to provide the guidance and lead in this area. The vendor shall provide the most cost-effective recommendations to the University administration for the purchase of surveillance camera system, software and equipment.

The Arkansas Department of Labor Prevailing Wages Rates shall apply to different projects. A bid bond in the amount of 5% shall accompany each bid, if the bid \$25,000.00 All bidders shall conform to the requirement of the Arkansas Contractors Licensing Law for Contractors and must be licensed on the day of the bid submittal. There shall be only one (1) bid submitted per State Contractors License. Each bid received shall show the license for that bidder. The State reserves the right to reject any or all bids and to waive any formalities.

The University is currently utilizing two Video Security Systems. 1) E-Watch Video Surveillance and Avigilon Enterprise Video Surveillance. Updates for the E-Watch Security System was discontinued in 2015. The STEM building and JBJ Facilities are currently utilizing Avigilon Enterprise Surveillance. The services shall not include the **STEM building and JBJ Facility**. The currently security cameras, E-Watch, are IP-Based cameras, and the database resides on a Windows Server 2012.

2.2 SECURITY MANDATORY REQUIREMENTS

Quality security camera system with high expectations.

- Cameras must provide real-time onsite surveillance, capture activity that can be reviewed at a later date and provide immediately identification recognition in the apprehension of persons responsible for committing criminal offenses on campus.
- Will be required to replace old cameras.
- Cameras will be placed around the perimeter and inside buildings. Must be installed by a licensed contractor.
- Consulting-Provide recommendations for solutions and advice on security matters taking into consideration issues regarding operational needs, management security requirements and security management criteria.
- Training-provide staff with the knowledge and skills necessary to operate and manage security system.
- Installation-Must be a licensed contractor, with field experience. Must be able to install accurate and reliable systems.

- Maintenance- Must provide a full scope of services and equipment necessary for preventative and emergency maintenance according to the university needs and yearly maintenance.

2.3 SECURITY CAMERA SPECIFICATIONS

1. Security Features enabled to prevent Network Intrusion.
2. Motion and audio capability to detect building intrusion after hours.
3. Alert notification displayed on monitor stations and sent by email and text message on building intrusion.
4. Event alert notification displayed on monitor stations and sent by email and text message for building intrusion.
5. Event scheduling for specific time periods.
6. Permission profiles to restrict access only by authorized personnel.
7. Mapping capability for user defined facilities and camera identification.
8. Video streaming for emergency response personnel.
9. Integration with gate and access control systems.
10. Integration with emergency notification system.
11. Storage retention for 45 days.
12. Programmable recording speed up to 30 fps with detection of activity.
13. Auto exposure control, low light capability with wide dynamic range (wdr).
14. Export recorded footages to multi-media devices.
15. Authenticate recorded footage for criminal investigation.
16. 24 hour dependable tech support
17. 24 hour replacement of cameras
18. No reoccurring camera license fees
19. 5 to 10 year camera warranty
20. Expandability
21. No fees on software upgrades.
22. ALPR capability
23. Inoperability for hardware/software migration.
24. User predefined camera groups.
25. User defined presets.
26. Event search by timeline and activity analysis.
27. Nonproprietary system to insure compatibility with third party cameras.
28. Camera Software with the capacity to zoom with PTZ Capabilities and provide recognition identification of specific activity and maintain continuous recording of the background and foreground.
29. Provide saved footage and export in a format which provides the zoom capability consistent with live viewing for criminal investigation purposes.
30. Software installed and secured on a single server ONLY designated by technical services for security purposes.
31. User permissions defined by the Administrator ONLY inclusive of Mobile Access.
32. Advance Video Analytics with appearance search technology.
33. Unusual motion and activity detection.
34. Audio and motion capability.
35. Integration with third-party system.
36. Automatic License Plate Recognition.
37. Optional Cloud Service platform.

38. Enabled with the capacity to monitor alert events and video from mobile device.

2.4 LOGISTICS FOR HIRING A SELECTED CONTRACTOR

- All jobs will be on a “project by project” basis.
- As projects become due, the Contractor selected through this process will be notified by the Chief of Police and/or the Director of Technical Services to make a site assessment of the job.
- Ultimately, the Contractor will work with and submit to the Chief of Police a “**Job Estimate**” **based on the rates as set forth in this proposal.**
- **If his estimate is acceptable it will be forwarded to the Procurement Office along with an approved purchased requisition.**
- **For projects over \$20,000 these will have to be forwarded to the Vice Chancellor for Finance and Administration for approval prior to award of purchase order. This usually takes about 2-3 working days.**
- **For those less than \$20,000 the purchase order will be issued after receipt of the approved purchase requisitions.**

2.5 Successful bidder must supply all labor, material and whatever else is needed to do a complete a thorough job, in the opinion of UAPB.

2.6 Mandatory/Exclusive Site Visit: Site visit will be at **10:00 A.M. on Friday, November 13, 2020.** Prospective bidder must come to the Conference Room of the Facilities Management Department located at 1601 L.A. “Prexy” Davis Drive, AR 71601 , as the tour for the site(s) visit will start here. **Failure to be in attendance at this time will be cause for bid rejection.**

2.7 Upon notification to the apparent low bidder, he must provide a proof of insurance. Before any work can begin on this project, successful contractor must be in receipt of the approved purchase order from UAPB.

2.8 All costs for which the University will be billed must be included with your bid response:

1. **The components – exact name of the equipment you will install,**
2. Labor and installation cost
3. Taxes if applicable

2.9 Other buildings or locations may be included regarding campus construction and renovation projects.

2.10 Prospective bidder shall include with his response a detailed proposal of the system he is bidding to include the quantity of each item and the exact name of each component that will address what we are herein requesting.

2.11 Must List your current Arkansas Security System License Number below:

2.12 Any external lines on the walls, ceiling or floor must be covered with some type of molding or conduit so as to deter any tampering or hazards for the occupants of the area.

2.13 Approximations – Prospective bidder must make his/her own assessment of product and labor and provide services sufficient to complete the requirements of this bid.

2.14 Bidder shall submit one (1) bid response only, multiples will not be considered.

2.15 No work shall commence until contractor is in receipt of the approved purchase order to commence work from the Procurement Official.

2.16 **Express Warranty** – The whole of the goods/services shall conform to the sample, models, or whatever is prior approved for installation on the face of the purchase order. Your signature on this RFP herein warrants this. There shall be no change in what will be delivered, it must be exactly as stated in your response, if acceptable prior to purchase order issue.

2.17 This will be a prime contractor project. UAPB will make no payment to subcontractors or other laborers separately. This is an **all or none job**.

2.18 **Contractor owned equipment – The University takes no responsibility for contractor owned equipment at any point.**

2.19 **Award** – This bid will be awarded to the bidder who submit the total lowest “all or none” cost offer to include the initial installation (all locations) with all associated cost plus the monitoring fee cost for all sites from **March 22, 2021 to February 28, 2025** and who is bidding as specified, who is responsive.

2.20 **Technological Advances:** Due to changes and the rapid advance of new technology, the component list in this RFP is subject to amendment based on a yearly review by the University.

2.21 It is the intent of the University of Arkansas at Pine Bluff to contract for the supply Security Cameras for a period of one (1) year, beginning on the date of issue of the written University of Arkansas Purchase Order or Contract, with annual options to renew the contract for additional one (1) year periods up to four (4) renewals at the sole discretion of UAPB. The prices provided in the Proposal by the selected Vendor will be incorporated into the first-year contract or purchase order.

2.22 The purchase order or contract will be utilized by UAPB Chief of Police for procurement of equipment for new and existing buildings. However, the University may assign the procurement of systems to contractors working on University projects, and the successful Contractor shall extend the same pricing to those authorized contractors of the University as if directly purchased by the University under the same terms and conditions of this agreement. The University reserves the right to place orders against this contract in either large or small lots, whichever is in the best interest of the University.

- 2.23** The form of the contract shall be a UAPB Purchase Order or Contract, containing reference to these requirements and the successful Vendor(s) proposal or assignment to a Contractor under contract to the University.
- 2.24** This agreement with the Contactor in no way prohibits the University from procuring Security Cameras by other means or by other vendors if it is deemed to be in the best interest of the University.
- 2.25** Cost increases at contract renewal will be negotiated with certain limitations and will require justification on behalf of Contractor's manufacturer. If in the sole opinion of the University, the pricing does not remain competitive, or if service or product quality becomes unsatisfactory, the University reserves the right to terminate the contract with thirty (30) days written notice.
- 2.26** Proposals not fully compliant with all sections of the Request for Proposal may be deemed non-responsive and may not be evaluated. However, the University reserves the right to waive any formality or irregularity in any Proposal if deemed to be in the best interest of the University. In addition, the University reserves the right to reject any or all Proposals.
- 2.10** If language in this RFP differs from other language in the University's Standard Terms and Conditions or other standard forms, the language in this RFP shall govern.
- 2.27** Unless dictated by other specific project contact documents which may take precedence, all new equipment shall have a parts and labor warranty for a minimum period ending one (1) year from the date of shipment (for uninstalled equipment) or one (1) year from startup (for equipment installed by the Contractor.) If the contract is assigned to a prime contractor, the Prime Contractor will be responsible for a one-year warranty from substantial completion, and the Contractor will be required to coordinate the equipment warranty with the Prime Contractor. Note that extended warranties, if requested by the University, shall be provided by the Vendor at the pricing shown in the Bid Form.
- 2.28 ENVIRONMENTAL CONDITIONS**
During the contract period, parking areas will be in use and occupied. While the work is in progress, confine construction operations, materials, and equipment within the immediate vicinity of the areas involved (subject to the approval of the owner at all times), and do not unreasonable obstruct or interfere with any phase of the owner's activities or student life.
- 2.29 INSURANCE REQUIREMENTS**
- A. The contractor shall maintain liability insurance and shall file certificates of insurance with the owner prior to commencement of work. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas. The limits of liability of such insurance shall be written for not less than the following limits.
 2. Workers Compensation as required by the State of Arkansas.
 3. Commercial General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage, products liability, personal injury and contractual liability.
 4. Automobile Liability, with no less than \$1,000,000 combined and single limit coverage for bodily injury and property damage.
 5. Umbrella Liability, with no less than \$2,000,000 limit of liability per occurrence.

NOTE: Failure to file certificates, or acceptance by the University of Certificates of insurance, which do not indicate the specified coverage, shall in no way relieve the Contractor of his responsibility for maintaining adequate insurance.

2.30 PERFORMANCE AND PAYMENT BOND

Performance and Payment Bonds are not required for bids \$20,000.00 or under. For work exceeding \$20,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100% of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form, included with the Contract Documents, as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

PERFORMANCE BASED CONTRACTING

Act 557 of 2015 of the Arkansas Legislature requires that all contracts \$100,000 or greater have included in the proposal document, performance standards for monitoring and evaluating project.

| DELIVERABLES /STANDARD | REMEDIES |
|---|-------------------------|
| Real-time onsite surveillance/immediately identification recognition | Subject to Cancellation |
| Consulting-Recommendations for solutions and advice on security matters | Subject to Cancellation |
| Staff training provided | Subject to Cancellation |
| Yearly Maintenance | Subject to Cancellation |

2.33 CONTRACT TERM AND TERMINATION

The term (“Term”) of any resulting contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UAPB, the term shall be for an initial period of one (1) year, with option to renew on an annual basis for three (3) additional years, for a combined total of four (4) years. The contract period shall be from **March 22, 2021 to February 28, 2025.**

- a) If at any time the services become unsatisfactory, UAPB will give thirty (30) days written notice to the Contractor. If at the end of the thirty (30) day period the services are still deemed Unsatisfactory, the Contract shall be cancelled by the Chief of Police and Public Safety or designated University Official. Additionally, the Contract may be terminated, without penalty, by UAPB without cause by giving thirty (30) days written notice of such termination to Contractor. This shall be grounds for breach of contract, termination and/or possible disqualification from participation in future bids.
- b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this Contract during any biennium period of the Term (including any renewal periods) are not appropriated.
- c) In no event shall such termination by UAPB as provided for under this section give rise to any liability on the part of UAPB, its trustees, officers, employees or agents including, but not limited to, claims related to misrepresentation, or borrowing. UAPB’s sole obligation hereunder is to pay Contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the Contract shall survive the termination of the Contract.

- d) Should the contract be renewed, UAPB reserves the right to change or modify requirements and/or specifications by mutual agreement with the bidder. Such agreement shall be reduced to writing and made a part of this contract by the **Chief of Police and Public Safety**, and the Agency Procurement Official preferable at the time of the annual renewal.

SECTION 3 – COSTING SECTION

If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for hundred twenty (120) days following the bid Proposal due date and time.**

UAPB will not be obligated to pay any costs not identified accordingly. The respondent must certify that any costs not identified by the respondent, but subsequently incurred to achieve successful operation of the service, will be borne by the respondent. Failure to do so may result in rejection of the bid.

| Building | Destinations | Cost |
|---------------------------------------|---|-------------|
| Delta and Delta Annex Residence Halls | All interior floors and parking lots | \$ |
| Harrold Complex Residence Halls | All interior floors and parking lots | \$ |
| Hunt Residence Hall | All interior floors and parking lots | \$ |
| Lewis Residence Hall | All interior floors and parking lots | \$ |
| Douglas Residence Hall | All interior floors and parking lots | \$ |
| L.A. Davis Student Union | Picnic area and front parking/activity area (all interior floors) | \$ |
| Business Building | first, second and third (North and South parking lot) | \$ |
| John B. Watson Library | All interior floors and area covering the courtyard between the Business Building and the Library and Rear Library parking lot facing Harrold Complex | \$ |
| Kountz-Kyle Science Building | Interior and exterior including designated classrooms | \$ |
| Childress Hall | All interior floors and parking lots | \$ |
| Dawson-Hicks Hall | All interior floors, North side of building and South parking lot | \$ |
| Caine-Gilleland Hall | All interior floors, south parking lot, and north side of building | \$ |
| Rust Technology Building | All interior floors and East parking lot | \$ |
| Golden Lion Stadium | VIP parking lot, underneath the main entrance canopy near book depository, North and South bleachers, | \$ |

| | | |
|---|--|----|
| | North access road and large visitor's parking lot | |
| HYPER | All parking lots, first floor, lobby and arena | \$ |
| Fine Arts | Lobby, Auditorium, Art Exhibit Archive, Music Wing and Hallways, South and East parking lots | \$ |
| Public Safety Information Center | Interior and all 4 sides | \$ |
| Caldwell Hall | Interior hallways and all 4 sides | \$ |
| Administration Building | Lobby, North parking lot and front entrance | \$ |
| Human Science Building | All interior hallways, North and South exterior of building | \$ |
| Child Development Center | Interior and West side of building | \$ |
| S.J. Parker Agriculture Research Building | All interior hallways and parking lots | \$ |
| Corbin Hall | All interior hallways, North, South and West parking lot | \$ |
| Fitness Center | Interior | \$ |
| UAPB Credit Union | Lobby, hallway, North, South and West side of building | \$ |
| Facilities Management | Outside parking lots and interior hazardous areas | \$ |
| | | |
| Grand Total | | \$ |

All cost must include **labor, monthly monitoring fee until February 28, 2022, equipment, taxes and all costs for which the University will be billed**

What will be the **monthly monitoring fee** starting March 1, 2022 to February 28, 2025 for each building?

MONITORING FEE:

| Building | Destinations | Cost |
|---------------------------------------|---|-------------|
| Delta and Delta Annex Residence Halls | All interior floors and parking lots | \$ |
| Harrold Complex Residence Halls | All interior floors and parking lots | \$ |
| Hunt Residence Hall | All interior floors and parking lots | \$ |
| Lewis Residence Hall | All interior floors and parking lots | \$ |
| Douglas Residence Hall | All interior floors and parking lots | \$ |
| L.A. Davis Student Union | Picnic area and front parking/activity area (all interior floors) | \$ |
| Business Building | first, second and third (North and South parking lot) | \$ |

| | | |
|---|---|----|
| John B. Watson Library | All interior floors and area covering the courtyard between the Business Building and the Library and Rear Library parking lot facing Harrold Complex | \$ |
| Kountz-Kyle Science Building | Interior and exterior including designated classrooms | \$ |
| Childress Hall | All interior floors and parking lots | \$ |
| Dawson-Hicks Hall | All interior floors, North side of building and South parking lot | \$ |
| Caine-Gilleland Hall | All interior floors, south parking lot, and north side of building | \$ |
| Rust Technology Building | All interior floors and East parking lot | \$ |
| Golden Lion Stadium | VIP parking lot, underneath the main entrance canopy near book depository, North and South bleachers, North access road and large visitor's parking lot | \$ |
| HYPER | All parking lots, first floor, lobby and arena | \$ |
| Fine Arts | Lobby, Auditorium, Art Exhibit Archive, Music Wing and Hallways, South and East parking lots | \$ |
| Public Safety Information Center | Interior and all 4 sides | \$ |
| Caldwell Hall | Interior hallways and all 4 sides | \$ |
| Administration Building | Lobby, North parking lot and front entrance | \$ |
| Human Science Building | All interior hallways, North and South exterior of building | \$ |
| Child Development Center | Interior and West side of building | \$ |
| S.J. Parker Agriculture Research Building | All interior hallways and parking lots | \$ |
| Corbin Hall | All interior hallways, North, South and West parking lot | \$ |
| Fitness Center | Interior | \$ |
| UAPB Credit Union | Lobby, hallway, North, South and West side of building | \$ |
| Facilities Management | Outside parking lots and interior hazardous areas | \$ |
| | | |

Total price for this period of time/all building -----\$ _____

(do not include this total in the grand total above).

You must include a copy of your specification sheet indicating equipment, quantity etc. for each building with this bid package.

Have you seen the job sites? _____ yes or _____ no

Bidders MUST record firm fixed prices for the period agreed upon for extension. All costs for which the University will be billed to meet the requirements as herein specified must be included in the above costs and firm fixed to include any taxes. There will be no reimbursable expenses to the University.

The Contractor shall have a current Arkansas contractor's license. The selected Contractor shall install all systems in accordance with project construction documents, code requirements and the manufacturer's recommendations. The system Contractor will be required to provide equipment, submittal documents (Shop drawings and maintenance manuals), and coordinate equipment delivery, attend any General Contractor-required or University coordination meetings and install complete and operational systems.

SECTION 4 – CRITERIA FOR SELECTION

Evaluation and Selection Process

It is the intent of UAPB to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAPB assessment of the Respondent’s ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAPB reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAPB. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAPB (for whatever reasons), UAPB may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a score of up to 200 points based on the following items.

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation**-assignment of tentative rating points by individual selection committee member.
2. **Final evaluation**-assignment of final rating points by full selection committee.

Bidders should address each item listed as point scoring criterion in this section to be assured a complete evaluation.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of vendor proposals.

A. HISTORY AND PAST PERFORMANCE 40 PTS

Bidder must provide information to be used to evaluate the following:

- Company profile and experience
- Staffing/Departments
- Number of years in this field?
- Discuss your experience and ability to provide and support the requested services.
- History of performance in the state of Arkansas.
- Include a resume of the point of persons in your company who will work directly with UAPB in the fulfillment of this contract.
- Complete contact information of the point person(s) who deal with maintenance and other technical issues (Name, phone, fax and e-mail).

B. Marketplace 30 PTS

Attach a list of at least four (4) references of customers/clients for whom who have done Security Alarm services. For each reference include:

- Name of agency, company, or person serviced.
- Complete Address.
- Contact person.

- Phone/fax/e-mail.
- How long did you service this agency, company, or person?

C. Quality of Proposal Package 40 PTS

- How well did the bidder respond to the RFP?

D. TECHNICAL MERIT 30 PTS

Provide a narrative, at least one-two (1-2) pages of your approach as to how you plan to address or approach the requirements as requested herein. (See Section 2 of this proposal document for more details).

E. COST..... 60 PTS

Points shall be assigned as follows:

- Lowest cost offer for website and marketing services shall receive **60 points**. See “**Cost Section**” in this document.
- Remaining bids shall receive points in accordance with the following formula:

$$(a/b) (c)=d$$

a = lowest bid

b = second (third, fourth, etc.) lowest cost bid

c = maximum points for cost category

d = number of points allocated to bid

Total points for this proposal 200

University of Arkansas at Pine Bluff

Standard Terms and Conditions

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
- 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State.
- 3. **CERTIFICATION:** By submission of a proposal response, the bidder certifies that he/she has read all standard terms and conditions and any special term and conditions included in the Request for Proposal and that the proposal submitted is in accordance therewith.
- 4. **PROPOSAL SUBMISSION:** Original Proposal Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for proposal opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Proposal Solicitation*. The proposal **must** be typed or printed in ink. The signature **must** be in ink. Unsigned proposals **shall** be rejected. The person signing the proposal should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late proposals **shall not** be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
- 5. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Proposal Solicitation*. Unless otherwise specified, the proposal **must** be firm for acceptance for **thirty (30)** days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the *Proposal Solicitation*.
- 6. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
 - A) A **FIRM** Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
 - B) A **TERM** Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the

proposal are not guaranteed, and the University may order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services. Quantities stated in a *Proposal Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering department.

7. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Proposal Solicitation*, any catalog brand name or manufacturer reference used in the *Proposal Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the proposal **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Proposal Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
8. **GUARANTY:** All items bid **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 *Proposal Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
9. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, proposal or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
10. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
11. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by regulation.

12. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and the net price should be shown in the proposal.
13. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during UAPB work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
16. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
17. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
19. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the *Proposal Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **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 UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UAPB. Contractor **shall** properly identify items being returned.

21. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor 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 cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
24. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
25. **LACK OF FUNDS:** The **University of Arkansas at Pine Bluff** may cancel a contract to the extent funds are no longer available for expenditures under said contact. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University 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 claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
26. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State 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 **University of Arkansas at Pine Bluff** pursuant to this contract.
28. **DISCLOSURE:** 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.

- 29. IRS TAX CERTIFICATION INFORMATION:** The University of Arkansas at Pine Bluff is a State Institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (V), in that it is described in code 170© (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
- 30. MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.
- 31. ALTERNATE PROPOSAL:** Will not be considered, only one (1) proposal response will be evaluated.
- 32. OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this RFP, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your proposal response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include **“indemnification and governing laws.”** **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**