



## REQUEST FOR PROPOSAL (RFP)

### BID SOLICITATION DOCUMENT

<b>Issue Date: May 23, 2022</b>	<b>Bid Opening Date: June 15, 2022</b>
<b>Bid No: UAPB A150-REBID</b>	<b>Bid Opening Time: 11:00 A.M. CST</b>
<b>Bid Subject: Evaluator for the Implementation of Grants: HBCU and Future Act</b>	<b>Type of Contract: TERM</b>
<b>SUBMIT TO: UAPB Procurement Department</b>	<b>FOB: UAPB Warehouse</b>
<b>BY MAIL: P.O. BOX 4979</b>	<b>1200 North University Drive</b>
<b>Messenger: 1200 University Drive</b>	<b>Hazzard Gym/Annex Building</b>
<b>Office of Procurement</b>	<b>Pine Bluff, Arkansas 71601</b>
<b>Room 102 – Administration Bldg.</b>	
<b>Pine Bluff, AR 71601</b>	
<b>Attention: Alisha Lewis</b>	<b>Director's Phone: (870)575-8735</b>
<b>Interim Director of Procurement</b>	<b>Fax No: (870)575-4647</b>
	<b>Email: lewisal@uapb.edu</b>

Your bid must be received in the **UAPB Procurement Department** by or before the bid opening date and time indicated above. Bids must be signed in ink. Unsigned bids will not be considered. The **University** reserves the right to reject any and all bids received. All bids shall be as specified or an approved equal. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**

#### **Bid's Outer Packages:**

All bids shall be seal outer packaging (envelope) must be properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.

- Bid number
- Date and time of bid opening
- Prospective Contractor's name and return address

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## SCHEDULE OF EVENTS

### DATES

<b>Release of RFP*</b> .....	May 23, 2022
Deadline for Receipt of Questions..... (Note: Questions should be e-mailed to Alisha Lewis at <a href="mailto:lewisal@uapb.edu">lewisal@uapb.edu</a> )	June 3, 2022
Deadline for UAPB to respond to questions .....	June 10, 2022
Deadline for Receiving Request for Proposal (RFP) and Opening Date (11:00 A.M. CST) .....	June 15, 2022
Evaluation Period.....	June 20- 24, 2022
Preparation of the Technical Service Contract for General Counsel Review .....	
➤ EEO Policy	
➤ Illegal Immigrant Certification	
➤ Contract Grant and Disclosure	
Contract Submission Deadline (IT Related) .....	TBD
ALC Review prior to Award .....	TBD
Notification of intent to award .....	July 1, 2022

**\*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**

### **1.1 PURPOSE**

The University of Arkansas at Pine Bluff is issuing this Request for Proposal (RFP) to solicit proposals for a term contract for a qualified individual or firm (s) with proven expertise to serve as an Evaluator for the scope of work under the Title III HBCU and Future Act grants and the proposed Title Grant activities for 2022-2026.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this RFP, this contract is a term contract that will be awarded to **Single** Contractor.
- B. Term Dates. The original term (Original Term) of the Contract shall commence on **July 1, 2022**, and shall continue until **June 30, 2026**, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (Total Possible Term) beyond the Contract's Original Term, as defined in the following paragraph.

### **1.3 ISSUING AGENCY**

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

### **1.4 PROPOSAL OPENING DATE AND LOCATION**

Proposals will be opened at the following location:

**UAPB PROCUREMENT OFFICE  
1200 N. University Drive  
Admin. Bldg., 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 Cost section. Pricing **must** be proposed in U.S. dollars and cents
  - c. Must submit **one (1)** original hard copy of the **RFP Response Packet** and **three (3)** complete copies with a total of **four (4)** packets. The "Original shall be clearly identified." **Pricing on the Cost Selection** must be proposed in U.S. dollars and cents.
2. **The following items should be submitted in the original Technical Proposal *Packet*.**
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)

- c. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access*.)
  - d. Proposed Subcontractors Form. (See Subcontractors.)
  - e. W-9 Form
  - f. Boycott of Israel Certification
  - g. Illegal Immigrant Certification
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- 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. Three (4) complete hard copies (marked "COPY") of the Technical Proposal Packet.
    - b. Four (4) electronic copies of the Technical Proposal, preferably on flash drives and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
    - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
    - d. 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, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
      - i. The Official Bid 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". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their Technical Proposal Packet.
  3. One (1) redacted (marked "REDACTED") copy the original Technical Proposal Packet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See Proprietary information.)

### **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 *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before **6/03/2022** 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 sub-contractors 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 Price 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](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, base 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](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 **Director of Title III or other designated by the Chancellor** will be responsible for administration and contract compliance.

1.20 BID PROTEST

In the case of protest associated with this 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 COMPETITELY 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 91<sup>st</sup> 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 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.

## **SECTION 2 – MANDATORY REQUIREMENTS** (Technical Requirements)

### **2.1 SCOPE OF WORK:**

The University of Arkansas at Pine Bluff will enrich its academic facilities and programs and its fiscal and management capacity in order to attract, retain, and graduate students optimally positioned to function successfully in the profession for which they have been educated. This will be accomplished by one or more of the Legislative Allowable Activities (LAAs) that qualify Title III HBCU funding;

### **2.2 MANDATORY REQUIREMENTS:**

The purpose of this Request for Proposals is to receive proposals from a qualified individual or firm(s) to serve as an Evaluator under the Title III HBCU and FUTURE Act Grant activities for 2022-2026.

- (1) Purchase, rental, or lease of scientific or laboratory equipment for educational purposes, including instructional and research purposes.
- (2) Construction, maintenance, renovation, and improvement in classroom, library, laboratory, and other instructional facilities, including purchase or rental of telecommunications technology equipment or services.
- (3) Support of faculty exchanges, and faculty development and faculty fellowships to assist in attaining advanced degrees in their field of instruction.
- (4) Academic instruction in disciplines in which Black Americans are underrepresented.
- (5) Purchase of library books, periodicals, microfilm, and other educational materials, including telecommunications program materials.
- (6) Tutoring, counseling, and student service programs designed to improve academic success.
- (7) Funds and administrative management, and acquisition of equipment for use in strengthening funds management.
- (8) Joint use of facilities, such as laboratories and libraries.
- (9) Establishing or improving a development office to strengthen or improve contributions from alumni and the private sector.
- (10) Establishing or enhancing a program of teacher education designed to qualify students to teach in a public elementary or secondary school in the State that shall include, as part of such program, preparation for teacher certification.
- (11) Establishing community outreach programs which will encourage elementary and secondary students to develop the academic skills and the interest to pursue postsecondary education.



- (12) Acquisition of real property in connection with the construction, renovation, or addition to or improvement of campus facilities.
- (13) Education or financial information designed to improve the financial literacy and economic literacy of students or the students' families, especially with regard to student indebtedness and student assistance programs under subchapter IV.
- (14) Services necessary for the implementation of projects or activities that are described in the grant application and that are approved, in advance, by the Secretary, except that not more than two percent of the grant amount may be used for this purpose.
- (15) Other activities proposed in the application submitted pursuant to section 1063a of this title that—
  - (A) contribute to carrying out the purposes of this part; and
  - (B) are approved by the Secretary as part of the review and acceptance of such application.

Legislative Allowable Activities (LAA) that qualify for Title III Future Act funding;

- (1) Purchase, rental, or lease of scientific or laboratory equipment for educational purposes, including instructional and research purposes.
- (2) Construction, maintenance, renovation, and improvement in classroom, library, laboratory, and other instructional facilities, including purchase or rental of telecommunications technology equipment or services.
- (4) Academic instruction in disciplines in which Black Americans are underrepresented.
- (5) Purchase of library books, periodicals, microfilm, and other educational materials, including telecommunications program materials.
- (10) Establishing or enhancing a program of teacher education designed to qualify students to teach in a public elementary or secondary school in the State that shall include, as part of such program, preparation for teacher certification.
- (11) Other activities, consistent with the institution's comprehensive plan and designed to increase the institution's capacity to prepare students for careers in the physical or natural sciences, mathematics, computer science or information technology or sciences, engineering, language instruction in the less-commonly taught languages or internal affairs, or nursing or allied health professions.

**Focus areas:** Academic Quality  
Student Services  
Fiscal Stability  
Institutional Management

**Key Activities of the Title III HBCU Grant include:**

**Academic Quality**

1. Construction, Maintenance, Renovation, and Improvement of Facilities
2. Support of Faculty Development
3. Academic Instruction in which Black Americans are Underrepresented
4. Purchase of Library books, Periodicals, Microfilm, and other Educational Materials, including Telecommunications Program Material

**Student Services**

1. Tutoring, Counseling, and Student Support Service Programs Designed to improve Academic Success

**Fiscal Stability**

1. Establishing or improving a Development Office to strengthen or improve Academic Success

**Institutional Management**

1. Funds and Administrative Management, and Acquisitions of equipment for use in strengthening Funds Management
2. Program Administration

**Key Activities of the Title III FUTURE Act Grant include:**

**Academic Quality**

1. Construction, Maintenance, Renovation, and Improvement of Facilities
2. Academic Instruction in which Black Americans are Underrepresented

**Establishing or Enhancing a Program of Teacher Education**

1. Enhancing a teacher education program

**Institutional Management**

1. Program Administration

**2.2 EXPECTED OUTCOMES:**

An effective evaluation of the two (2) current programs and the proposed (2022-2026) program will help to strengthen the performance, management and monitoring of grant activities. Evaluation results will be used to obtain optimum outcomes for students via enhanced academic facilities and programs, and fiscal and management capacity.

### 2.3 DELIVERABLES:

The successfully contractor will be expected to:

- Identify and analyze data that assess the realization of program objectives, budgetary restraints, allowability, and allocability.
- Present and discuss findings via verbal feedback to administrators.
- Carry-out the evaluation beginning Spring/Summer 2022, and follow the same sequence each year (2023, 2024, 2025, and 2026).
- A total of at least one (1) review is required each year to carry out the aforementioned expectations.
- Submit a written evaluative report to the University of Arkansas at Pine Bluff (UAPB) administrators within two weeks of visit.

Please address in detail ability to meet the “Deliverable” with a concomitant time for each event.

### 2.4 PARKING FOR THE EVALUATOR

Parking on University property by Evaluator shall be governed by the same regulations and fees which apply to University employees. The contractor will be responsible for the payment of any and all unpaid fines levied for parking violations.

### 2.5 CONTRACT PERIOD/TERMINATION;

- A. The **Title III Department and the Contractor** will review the contract before the end of the initial term and each annual renewal term. Depending upon the findings in the review process, the contract may be extended for additional periods of one (1) year each, but not to exceed six (6) annual renewal periods. **UAPB reserves the right to change or modify requirements and/or specifications by mutual agreement with the Contractor. Such agreement shall be reduced to writing and made a part of this contract by the Vice Chancellor for Finance and Administration or her designee and the UAPB Procurement Official at the time of the Annual Renewal.**

The following conditions shall be deemed good and sufficient reasons (however, not exhaustive) for termination of service awarded under these specifications:

1. Failure to meet stated goals in a timely manner in UAPB’s opinion.
2. Failure to comply with any other mandatory requirements once a contract is established.
3. The contract resulting from this RFP may be terminated by UAPB for convenience by furnishing the Contractor thirty (30) days written notice of termination.
4. The Contractor may terminate this Agreement and its representation of UAPB if UAPB’s level of cooperation or lack of performance make it impossible for the Contractor to meet the obligations under this Agreement. UAPB may terminate this Agreement at any time subject to UAPB’s obligation to pay Contractor for services already due and owing pursuant to this Agreement.
5. “Should UAPB terminate this Agreement after executive and commencement by Contractor for any reason other than substantial non-performance by Contractor, UAPB will pay Contractor the reasonable value of services performed to the date of termination

together with documented costs expended or incurred and Contractor shall deliver to UAPB the work product performed as of the date of termination.

**2.6 CONTRACT RENEWALS:**

The Owner and the Contractor will renew the contract before the end of the initial term and each annual renewal term. Depending upon the findings in the review process, the contract may be extended for additional periods of one (1) year each, but not to exceed six (7) annual renewal periods.

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 Program Coordinator and the Agency Procurement Official preferable at the time of the Annual Renewal.

**2.7 ORDER CHANGES:**

Any extension in time or cost shall be in writing to the Title III Director stating the reason for extension, number of additional day/and or any additional cost factors (+ or -) and must meet with the written mutual approval of both parties and the Agency Procurement Official who, **must give final written approval, before, the work is done, cost is incurred or extension in times are made.**

**2.8 AWARD:**

This proposal will be awarded to the individual or firm who receives the highest score from the selection criteria and who is responsive and responsible to all other terms and conditions of this proposal. Cost is **“NOT”** the only basis for award.

**2.9 NOTIFICATION TO PROCEED**

No work on this service shall commence until successful bidder is in receipt of the approved **purchase order as issued by UAPB**. Successful bidder will be expected to start with **one (1) week** after the receipt of purchase order, unless otherwise agreed.

## 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.**

<p style="text-align: center;"><b>Adherence to University Requirements</b></p>	<p style="text-align: center;">Reference standard terms, conditions and all articles of RFP</p>	<p><b>Termination of Contract:</b> Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>
<p style="text-align: center;"><b>Scope of Services</b></p>	<p style="text-align: center;">Reference Sections 1 &amp; 2 of RFP: Description, Overview and Scope.</p>	<p><b>Termination of Contract:</b> Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>
<p style="text-align: center;"><b>Specifications, Goals and Deliverables</b></p>	<p style="text-align: center;">Reference section 2 of RFP: Specifications/Goals and Deliverables.</p>	<p><b>Termination of Contract:</b> Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>

## **SECTION 3 – OTHER CONTRACTUAL MATTERS**

### **3.1 REMEDIES ON BREACH OF CONTRACT**

In the event of any breach of contract by Contractor then in addition to any other remedies available **UAPB** at law or in equity, **UAPB** may:

- A. Continue the contract in effect and thereby be entitled to enforce all rights and remedies under the contract; or
- B. Terminate the contract by providing written notice to Contractor of such intention and recover from **Contractors any amount necessary to compensate UAPB** for all detriment negligently or willfully caused by Contractor's failure to perform its obligations under the contract.

### **3.2 INVALIDITY**

The invalidity of any provision of the contract as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

### **3.3 WAIVER**

No waiver of either party hereto of any provision of the contract shall be deemed a waiver of any other provision hereof or of any subsequent breach by such party of the same or any other provision. The failure of **UAPB** to terminate the contract due to the Contractor's violation of its terms or conditions, or a waiver on the part of **UAPB** of any violation by Contractor of any term or condition of the contract, shall not be considered a waiver of **UAPB's** right to terminate the contract due to any subsequent violation of the same or other terms or conditions of the contract.

### **3.4 INDEMNIFICATION**

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

## **SECTION 4 – SUBMITTAL SECTION**

### (RESPONSE REQUESTED)

In addition to those requirements in the Selection Criteria and any other submittals, which are required as mandatory responses to this RFP, bidder shall re-type each question below indicating the corresponding questions “title section” or number” to the same and make the appropriate response.

The proposal must adhere to the guidelines below:

#### **Response Format and Organization**

##### **4.1 Respondents Response**

Vendors may submit one proposal. In no case will more than one proposal from a single vendor be accepted.

Respondents must comply with all articles of the Standard Terms and Conditions and any associated appendices, as well as all articles within the RFP document. UAPB is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

Respondent must address each section of the RFP. Vendor shall create their own respondent proposal document making sure to remain consistent with the numbering and chronological order as listed in our RFP document. Ultimately, Respondents must ‘acknowledge” each section of our document in their bid proposal.

In the event that a detailed Proposal is not necessary, the Respondent shall state ACKNOWLEDGED as the response to indicate that the Respondent acknowledges, understands, and fully complies with the specification. If a description is requested, please insert detailed response accordingly. Respondent’s required Proposal should contain sufficient information and detail for UAPB to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in bid disqualification.

Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the corresponding questions title section or page number or other identifying reference in this RFP. All information regarding such exceptions to content or requirements must be noted in the same sequence as its appearance in this RFP.

##### **4.2 Proposal Format**

All proposals must be typewritten in single spaced, size 11 Arial or Times New Roman font on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with appropriate binding and tabs that index each section. Margins shall be set at 1” on all sides of the pages. Pages must be numbered to match the table of contents.

**1. Proposal Organization**

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated

**i. Letter of Transmittal**

A letter of transmittal must accompany each proposal. The letter of transmittal MUST:

- a. Identify the submitting organization.
- b. Identify the name, title, telephone number and email address of the person authorized by the organization to contractually obligate the organization.
- c. Identify the names, titles, and telephone numbers of the persons to be contacted for clarification.
- d. Acknowledge the receipt of any and all amendments to this RFP, and,
- e. Be signed by the person authorized to contractually obligate the organization.

**ii. Table of Content**

- a. Pages must be numbered to match the table of contents.

**iii. Summary of Proposal**

**iv. Vendor Background and Experience**

- a. The Vendor must have a record the number of years as an External Evaluator for in a business and number of years performing this service in Ability
- b. The experience and ability to provide training, support and service.

**v. Approach/Scope of Activities**

**vi. Budget and Cost Explanation**

- a. The proposal must include a detailed budget indicating specific expenditures that link with the described activities and/or services. The budget must be fully justified in terms of described area needs and the proposed project. The scores will be assigned on the persuasiveness that this is the best way to spend the money to achieve the desired result.

Within each section, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed cost, rates or expenses must be included in the Budget and Cost Explanation Section.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Vendors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix.



## **SECTION 5 –COSTING SECTION**

In consideration of the requirements set forth in this bid, what will be your total cost in dollars for year one (1) (Ref: Part II-Mandatory Requirements: 2.3 Deliverables).

\$ \_\_\_\_\_ (firm dollars)

All cost for which the University will be billed must be included in the figure above to include one (1) round trip to the campus, all expenses. The University will pay no other reimbursement costs.

### **SUBSEQUENT YEAR'S COST**

List below the percentage (%) of increase for subsequent year's (**Percentage**) only, no dollars in the section below.

**Cost for year 2 = \_\_\_\_\_ % of increase over year 1**

**Cost for year 3 = \_\_\_\_\_ % of increase over year 2**

**Cost for year 4 = \_\_\_\_\_ % of increase over year 3**

**Cost for year 5 = \_\_\_\_\_ % of increase over year 4**

**Cost for year 6 = \_\_\_\_\_ % of increase over year 5**

**Cost for year 7 = \_\_\_\_\_ % of increase over year 6**

**Total percentage of increase = \_\_\_\_\_ %**

Due to budgetary constraints and to assure all costs are in line with the existing budget, UAPB may opt to negotiate cost with the bidder with the highest score on the evaluation prior to this point.

Lowest cost offer will be determined by the total lowest cost for year one (firm dollars) plus the total percentage (%) of increase for subsequent years and will be assigned points accordingly.

## **SECTION 6 – CRITERIA FOR SELECTION**

### **Selection Criteria**

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

1. **Preliminary Evaluation** and assignment of tentative rating points.
2. **Final Evaluation** and assignment of final rating points.

Bidders should address each items listed as point scoring criterion in this section to be assured a complete evaluation. The factors which will be evaluated are bidder's.....

#### **A. HISTORY AND PAST PERFORMANCE**

**60 POINTS**

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

- **References:** Bidder must attach a list of references where he/she has provided this or similar service before. **Bidder must include:** Contact person's name, phone, fax number, e-mail, complete address, and the name of the entity.
- **Letters from two (2) clients** for whom the Bidder is or has currently provided evaluation service, which indicates that the Bidder's service is fair, good, or excellent. The letters must be signed by the Manager or other person responsible for the service and include a daytime phone number for this contract person, also.
- **Previous Project Narrative Description:** For those projects that are included as evidence of the "Contractor's Qualification and Experience", provide a narrative description of the work performed, the time period of the project, the scheduled and actual completion dates, the contractor's responsibilities and a customer reference (including a current telephone number and fax number).

#### **B. LEVEL OF RESPONSIVENESS TO RFP**

**25 POINTS**

- How well did the bidder respond to Technical Specifications "Deliverables"?
- Did bidder submit the appropriate number of response documents as requested (**Ref. General Information Section of this bid**)?
- Has the authorized signature page been completed?
- Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.

#### **C. EXTRA POINTS**

**5 POINTS**

**Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.**

**D. COST**

**70 POINTS**

Points shall be assigned as follows:

- Lowest cost offer for Evaluator for Title III Future Act Grant current grants and proposed seven (7) – year grant, shall receive 70 points. See “Cost Selection” of this document.
- Remaining bids shall receive points in accordance with the following formula:

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

- a = lowest bid**
- b = second lowest bid**
- c = maximum points for cost category**
- d = number of points allocated to bid**

**Total points this proposal 160**

**Note:**

- a. Contractor shall not commence service or do anything that would involve cost to the University until receipt of official written notification from the Procurement Official.**
- b. UAPB reserves the right to conduct negotiations and issue an award to the next highest rated proposal if the initial contract awarded under this RFP is terminated within the first 12 months of the contract without further bid solicitation.**
- c. UAPB may, but is not obligated to, accept the lowest-cost offer.**

**ORAL AND/OR WRITTEN PRESENTATIONS (optional)**

In the event UAPB deems it necessary to have the bidder further explain various portions of the proposal, the bidder shall make oral and/or written presentations (at his own travel expense) to comply with this requirement. May be by teleconference if more than 50 miles away from the campus or on-site if within this range, whichever is more cost effective to bidder and UAPB. UAPB will schedule the time and location of each presentation. All presentations are subject to be recorded.

**AWARD**

This contract shall be awarded to the bidder receiving the highest score based on the selection criteria by the committee, who is responsible and responsive to the terms and conditions and mandatory requirements as set forth in the RFP.

## **SECTION 7 – GENERAL CONTRACTUAL REQUIREMENTS**

- Do not provide responses to items in this section.

### **7.1 PAYMENT AND INVOICE PROVISIONS**

#### A. Forward invoices to:

Accounts Payable Department  
University of Arkansas at Pine Bluff  
1200 N. University Drive, Mail Slot 4984  
Pine Bluff, AR 71601

- i. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- ii. Do not invoice UAPB in advance of delivery and acceptance of any goods or services.
- iii. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- iv. The Contractor should invoice the UAPB by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- v. Other sections of this RFP Solicitation may contain additional Requirements for invoicing.

### **7.2 GENERAL INFORMATION**

#### A. The State will not:

2. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by UAPB upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
3. Contract with another party to indemnify and defend that party for any liability and damages.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
  - a. The right to possession.
  - b. The right to accrued payments
  - c. The right to expenses of deinstallation
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas
- C. The laws of the State of Arkansas govern this contract
- D. A contract is not effective prior to award being made by a State Procurement Official.

## CONDITIONS OF CONTRACT

- E. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- F. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Controller.

### 7.3 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$X,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the UAPB's waiver of its right of sovereign immunity. The Contractor agrees that any claims against UAPB, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

### 7.4 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this Bid Solicitation may contain additional Requirement regarding record retention.

**7.5 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal
- B. The Contractor **must** provide to UAPB a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. UAPB has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. UAPB has the right to approve or deny the request.

**7.6 CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and UAPB has the right to cancel the contract on these grounds.
- C. Previous sections of this Bid Solicitation may contain additional confidentiality Requirements.

**7.7 CONTRACT INTERPRETATION**

Should UAPB and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of UAPB is final and controlling.

**7.8 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**7.9 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared of found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

# University of Arkansas at Pine Bluff Standard Terms and Conditions

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## **SECTION 8 – 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 UABP. Contractor **shall** properly identify items being returned.

21. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UABP 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 contract. 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.**