



University of Arkansas at Little Rock

2801 South University
Procurement Services Building
Little Rock, Arkansas 72204
REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Bid Number:	FB-22-012	Solicitation Issued:	11/12/2021
Description:	UA Little Rock Temporary Staffing		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	12/9/2021	Bid Opening Time:	4:00 p.m., Central Time
<p>Responses shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Suppliers to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time shall be considered late and shall be returned to the Supplier without further review. It is not necessary to return "no bids".</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>University of Arkansas at Little Rock Office of Procurement University Services Building 2801 South University Little Rock, AR 72204</p> <p>Suppliers are responsible for delivery of their proposal documents to the University of Arkansas at Little Rock prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. Typically, after 3:00pm, suppliers are encouraged to plan accordingly.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Supplier's name and return address

UA LITTLE ROCK PROCUREMENT CONTACT INFORMATION			
Buyer:	Desiree Taggard	Buyer's Direct Phone Number:	501-916-3144
Email Address:	dltaggard@ualr.edu	Main Number:	501-916-3144

UA Little Rock Website:	http://ualr.edu/
-------------------------	---

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 Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers for temporary staffing services.

1.2 **ISSUING OFFICER**

The issuing officer is the sole point of contact in the selection process. Supplier questions regarding bid related matters should be made through the buyer. For question submission procedures see section 1.10 Clarification of RFP and Questions.

1.3 **TYPE OF CONTRACT**

- A. This contract is a term contract that will be awarded to one or more suppliers.
- B. The term of this contract shall be for one (1) year, with option to renew on an annual basis for six (6) additional years. The anticipated start date will be after final ALC approval.
- C. The total contract term shall not be more than seven (7) years.
- D. **Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.**

1.4 **Intentionally Omitted for FB-22-012**

1.5 **VIRTUAL BID OPENING**

Proposals received by the opening time and date **shall** be opened at the following location:

Use the information below to view the proposal opening online.

Register in advance for this meeting:

Meeting ID: 818 2785 1563

Meeting Registration Link: <https://ualr-edu.zoom.us/meeting/register/tZUIde6gqzovHNf1ZCQfWB1-TemVf2E2YaY1>

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening. Attendance at the solicitation opening is **not** required.

1.6 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that Supplier's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Supplier's proposal or in subsequent correspondence, **shall** cause the Supplier's proposal to be disqualified.
- C. Suppliers may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Supplier **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 **DEFINITION OF TERMS**

- A. The buyer 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. The words “bidder”, “proposer”, “contractor”, and “Supplier” are used synonymously in this document.
- C. The words “UA Little Rock”, “university”, “campus”, and “University of Arkansas at Little Rock” are used synonymously in this document.
- D. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- E. The words “Hiring department”, “user(s)”, “requestor”, and “departments” are used synonymously in this document to mean the end user requesting service.
- F. Central Time refers to the time zone for Little Rock, AR or the Central Time Zone. All meetings and deadlines will be based on Little Rock, AR time.

1.8 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

- 1. The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.
- 2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*, if applicable. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. *General Management Plan*
 - f. Respondent References
 - g. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
- 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form.
 - b. Copy of Supplier’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Proof of insurance requirements.
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Pricing Sheet (See Pricing.)

- 1. Supplier’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 2. Suppliers should also submit one (1) electronic copy of the *Official Bid Price Sheet*, on a flash drive, preferably in PDF.
- 3. 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”. Suppliers **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

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. Two (2) complete hard copies (marked “COPY”) of the *Technical Proposal Packet*.
 - b. Five (5) electronic copies of the *Technical Proposal Packet*, on flash drives, preferably in PDF.
 - 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 **shall** govern.
 - d. If the University requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
- 2. One (1) redacted (marked “REDACTED”) copy the original *Technical Proposal Packet*, preferably on a flash drive. (See *Proprietary Information*.)

1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Suppliers 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.*
- *All Agreement and Compliance Pages.*
- *Proposed Subcontractors Form, if applicable.*
- *Signed Addenda, if applicable.*
- *E.O. 98-04 – Contract Grant and Disclosure Form.*
- *Equal Opportunity Policy.*
- *Voluntary Product Accessibility Template (VPAT), if applicable.*
- *Other documents and/or information as may be expressly required in this Bid Solicitation. Label documents and/or information so as to reference the Bid Solicitations item number.*
- *Technical Proposal response to the Information for Evaluation section of the Technical Proposal Packet.*

1.10 CLARIFICATION OF RFP AND QUESTIONS

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by **4:00 p.m.**, Central Time on or before **11/23/2021** to the buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Supplier should reference the specific solicitation item number to which the question refers.
 2. Suppliers' written questions will be consolidated and responded to by the University. The University's consolidated written response is anticipated to be posted to the Procurement Services website by the close of business on 11/30/2021.
- B. Suppliers may contact the buyer with non-substantive questions at any time prior to the bid opening.
- C. No oral statement by the University is part of any contract resulting from this solicitation and may not reasonably be relied on by any Supplier as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.

1.10 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Supplier(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Supplier's signature on this page **shall** signify Supplier's agreement that either of the following **shall** cause the Supplier's proposal to be disqualified:
1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 AGREEMENT AND COMPLIANCE PAGES

- A. Supplier **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Supplier's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 SUBCONTRACTORS

- A. Supplier **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate Supplier's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor 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*.

1.13 RESPONDENT REFERENCES

- A. Respondents must provide a minimum of three (3) references, preferable in higher education
- B. Reference contact information should include, at a minimum, the organization's name, address, persons to contact, telephone numbers, and email addresses.
- C. References should be in the continental United States and currently served by the respondent, if applicable.
- D. References are to be parties who can attest to the qualifications relevant to providing services requested.
- E. UA Little Rock reserves the right to contact any references provided to evaluate the level of performance and customer satisfaction. (See technical proposal for format.)

1.14 PRICING

- A. Supplier(s) **must** include all pricing on the *Official Bid Sheet* only. Any cost not identified by the successful Supplier but subsequently incurred in order to achieve successful operation **shall** be borne by the Supplier. The *Official Bid Sheet* is provided as a separate document posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.
- C. The *Official Bid 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 in the sealed pricing package.
- D. Supplier **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The *Official Bid Sheet* may be reproduced as needed.

1.15 PRIME CONTRACTOR RESPONSIBILITY

- A. Single and joint Supplier proposals and multiple proposals by Suppliers are acceptable. However, a single Supplier must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract and will be the sole point of contact with regard to the software and services described herein.
- B. The Supplier shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of UA Little Rock.
- C. The Contractor shall give UA Little Rock immediate notice, in writing, by certified mail of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or UA Little Rock.

1.16 FORMATION OF CONTRACT

- A. At its option, UA Little Rock may take either one of the following actions in order to create a contract between the university and the contractor:
 1. Accept a proposal as written by issuing a written notice to the selected contractor, which refers to the solicitation and accept the proposal submitted in response to it.
 2. Enter negotiations with one or more contractors in an effort to reach a mutually satisfactory written agreement, which will be executed by all parties and will be based upon this solicitation, the proposal submitted by one or more contractors and any negotiations concerning these documents.
- B. Because the university may use alternative (1) above, each contractor shall accept the contents of this RFP which will be incorporated into any final contract documents and will include standard UA Little Rock terms and conditions.
- C. If the contractor submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this solicitation, the contractor's proposal, and Arkansas State law.
- D. Notwithstanding any terms or conditions to the contrary, nothing within the contractor's proposal shall constitute a waiver of any immunities to suit legally available to UA Little Rock, its trustees, officers, employees or agents, including but not limited to state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.

1.17 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Supplier certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Suppliers **shall** understand that this paragraph may be used as a basis for litigation.

1.18 PROPRIETARY INFORMATION

- A. UA Little Rock will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until the notice of intent to award has been completed.
- B. UA Little Rock will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- C. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UA Little Rock will assess the validity of said claim in advance of any release.

1.19 CAUTION TO SUPPLIERS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the buyer.
- B. Suppliers **must not** alter any language in any solicitation document provided by the University.
- C. Suppliers **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only in English language.
- F. The University **shall** have the right to award or not award a contract, if it is in the best interest of the University to do so.
- G. Suppliers **must** provide clarification of any information in their response documents as requested by the buyer.
- H. Qualifications and proposed goods or services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Suppliers may submit multiple proposals.

1.20 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the University.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. Only written addenda are part of the bid packet and should be considered.

1.21 AWARD PROCESS

- A. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- B. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- C. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the solicitation results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.

1.22 MINORITY BUSINESS POLICY

It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, UA Little Rock will support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

- A. **Minority-Owned Business** is defined by Arkansas Code Annotated §15-4-303 as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons who are lawful permanent residents of the State of Arkansas:
- African American
 - Hispanic American
 - American Indian
 - Pacific Islander American
 - Asian American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. **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 the State of Arkansas.

C. Eligibility and Certification

- The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses. Increase the opportunity for your minority or woman-owned business to sell goods and services to the State of Arkansas:
- There is no cost to apply and certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled, and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.
- If certified the prospective contractor's certification number should be included on the proposal/ response signature page.
- <https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>

D. Recommended Resources

- Doing Business with UA Little Rock <https://ualr.edu/procurement/suppliers/>
- Doing business with the State of Arkansas
 - To register your company with the Office of State Procurement as a supplier allows you to do business with the State of Arkansas. <https://www.ark.org/vendor/vendor.php>
 - Arkansas Procurement Assistance Center: Training and resources available to help Arkansas businesses be successful in the marketplace. <https://www.uaex.edu/business-communities/apac-government-contracting/default.aspx>
 - Arkansas Small Business and Technology Development Center (ASBTDC): A go-to resource for help starting or growing a business in Arkansas. <http://asbtadc.org/>

1.23 EQUAL OPPORTUNITY POLICY

- In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the Supplier's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- EO Policies* may be submitted in electronic format to the buyer, but should also be included as a hardcopy accompanying the solicitation response.
- Suppliers, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.24 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Supplier(s) **must** certify on the Office of State Procurement's website, in the following link DFA Illegal Immigrant Contractor Disclosure Certification, stating that they do not employ or contract with illegal immigrants.

1.25 PAST PERFORMANCE

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

1.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas 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 Supplier 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 Supplier 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 State 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 non-visual 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 non-visual 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

UNIVERSITY OF ARKANSAS AT LITTLE ROCK
REQUEST FOR PROPOSAL

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.

1.27 PUBLICITY

Supplier agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

1.28 RESERVATION

This solicitation does not commit UA Little Rock to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.29 SCHEDULE OF EVENTS

Event Description	Date
Release of RFP	11/12/2021
Questions from Bidders due	11/23/2021, 4:00 pm
Answers to questions posted*	11/30/2021
RFP Submission deadline	12/9/2021 4:00 pm
Evaluation complete*	12/2021
Anticipation to award posted*	01/2022
Implementation commences*	upon legislative approval

*Anticipated Dates. All IT procurements will be compliant with all state laws and appropriate Legislative Review including Act 557 (see: <http://www.arkleg.state.ar.us/assembly/2015/2015R/Acts/Act557.pdf>)

SECTION 2 – GENERAL INSTRUCTIONS AND PROPOSAL REQUIREMENTS

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

2.1 **INTRODUCTION**

This Request for Proposal (RFP) is to obtain proposals from qualified professional suppliers to establish term contract(s) with one (1) or more qualified sources to provide temporary staffing services for various skill levels of temporary workers. This contract may result in contracts with multiple firms. These services will be provided and requested on an “as-needed” and regular scheduled basis. There is not a guarantee of work.

The University of Arkansas at Little Rock is a metropolitan research university that provides accessibility to a quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its metropolitan research university mission, UA Little Rock is a driving force in Little Rock’s thriving cultural community and a major component of the city and state’s growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the University, please see <http://ualr.edu/>.

2.2 **GENERAL RESPONSIBILITIES:**

A. General:

1. At any time during the assigned work period the department may elect to terminate the services of the assigned employee. If this termination is the result of the temporary employee not meeting the minimum requirements of the position description or if the temporary employee decides to leave the assignment, UA Little Rock requires that a replacement employee of appropriate capability be placed immediately

B. Administration:

1. Temporary personnel shall be employed by the contractor.
2. The contractor will assume all responsibility for employment administration for temporary employees furnished by their firm. This includes withholding or proper taxes, payment of wages, employer contributions for FICA, MQFE, Federal and State unemployment taxes, payment of any employee health, dental, life or disability insurance or time-off benefits plus providing worker’s compensation and liability insurance coverage.
3. The contractor shall be responsible for all accounting and payroll functions in connection with its services, including records of deductions and state and federal taxes.
4. The contractor must maintain complete and accurate accounting records to substantiate all charges and must provide each of its employees with weekly timesheets or event sheets per assignment.
 - i. Timesheets shall be maintained by each employee on a daily basis and, at the end of each week, the hours of work by each employee shall be approved by the hiring department. Timesheets must be signed and emailed to the contractor by non-temporary employee staff.
5. Contractor must comply with the Fair Labor Standards Act (FLSA) of 1938, as amended, and U.S. Department of Labor part 516 pertaining to employee record keeping requirements.
6. Contractor shall be responsible for all garnishment claims for their employees.
7. Contractor shall be responsible for all unemployment claims for their employees.
8. The contractor, being the employer of the temporary employees, will provide in accordance with the Rehabilitation Act and the Americans with Disabilities Act any special equipment or services that is required for a temporary employee to perform the duties that they are assigned.
 - i. If an interpreter is required in order for a temporary employee to perform the assigned duties, the contractor will provide the interpreter at the contractor’s expense.

C. Temporary to Hire Opportunities:

1. At any time, the university reserves the right, without any fees or penalties, to consider any temporary employee for full-time employment, should they be deemed the most qualified candidate through a standard university hiring process.
2. Additionally, temporary employees shall be allowed to immediately become employed by a successful future supplier of the University without fees or penalties of any kind.

D. Temporary Staff and Management Requirements and Qualifications:

1. All temporary staff must be in good physical health and capable of any strenuous activities that may be required, including:
 - i. Standing and walking for long periods of time,
 - ii. Frequent bending, reaching, lifting, pushing, and pulling up to 50 pounds,
 - iii. Working in extreme weather conditions,
 - iv. Contractor is to specify, per position offering (Grounds, Custodial, Administrative, etc.) the eligible age limits, minimum lift requirements, and any other requirements.
2. All temporary staff must be over the age of 18 unless otherwise required in job descriptions of this solicitation or agreed upon by the university and the contractor.
3. All temporary staff must have proper identification, reflecting both the name of the supplier and the name of the employee.
4. All temporary staff shall always be clean, well-groomed, professional, and properly attired and uniformed with required equipment.
 - i. Uniforms/approved dress code are to be approved by the University and are the financial responsibility of the contractor.
 - ii. Upon award, the contractor's uniforms will be reviewed and possibly changed.
 1. Changes are at the contractor's expense.
 2. During the contracted time period, should a uniform change be necessary, new uniforms are to be approved by the university, and related expenses are the responsibility of the contractor.
 - iii. No sponsored signage or advertisements are to be visible on uniform.
 - iv. A sample of this uniform is to be submitted for approval no later than thirty (30) days following the award of this contract.
5. All Temporary staff shall observe all university rules and regulations that are applicable to university employees while on campus and all personnel of the supplier shall be subject to dismissal for conduct that is considered offensive or in violation of university policy by the university contract administrator.
 - i. UA Little Rock is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, supplier, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
 - ii. The following conduct is unacceptable for the supplier employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background, gender, or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
6. The supplier shall conduct thorough employment reference checks of personnel and criminal background checks (including criminal and sex-offender) to determine eligibility to work within a university setting. Any temporary staff that does not pass a criminal background check is not eligible for placement at any time.
 - i. Background information for supervisors and staff will be required for the last seven (7) years or as reasonably available, all groups or contract labor must be pre-approved by the University representative prior to working.
 - ii. A criminal background check should consist of at least the following:
 1. National criminal database search to include felony and misdemeanor convictions.
 2. A social security trace to identify where the candidate/employee has lived for the past 7 years.

3. County level court searches to identify at least felony and misdemeanor convictions in all counties where the candidate/ employee has lived in the past 7 years.
4. Search of the National Sex Offender database.
7. All temporary staff must be fluent in the English language and able to verbally communicate in a clear, distinct, and courteous manner.
8. Staff must be able to write clear and accurate reports and be able to complete any and all types of reports.
9. All staff must be employees of the supplier at the time of rendering any service, per the guidelines and definitions set forth by governmental agencies regarding "employees."
10. Failure to comply with these guidelines can and will result in dismissal of employees and the supplier will incur penalties as outlined in this solicitation.

2.3 TEMPORARY STAFFING JOB DESCRIPTIONS

A. General:

1. The job descriptions below are typical jobs but not limited to what the University may ask to provide. It is solely provided for information of past staffing needs.
2. Any position that requires driving vehicles, mowers, golf carts, utility vehicles, etc., must have a valid driver's license and pass drivers record screening.

B. Office Personnel:

1. Administrative Assistant:

- i. Must possess excellent grammar, spelling, and punctuation skills.
- ii. Proficiency (skills at the medium to advanced level) in Microsoft Office products such as Word, Excel, and PowerPoint. Proficiency in other software products may also be desired for particular jobs.
- iii. Ability to answer a multi-line telephone system, filing, and copying.
- iv. Must work well with people.

2. Front Desk/ Receptionist

- i. Ability to greet guests and screen callers to appropriate staff.
- ii. Good communication skills
- iii. Ability to answer a multi-line telephone system
- iv. Must have appropriate front office appearance
- v. May include simple clerical duties.

3. Accounts Payable, General Accounting/ Finance, Payroll

- i. Responsibilities include processing transactional documents to general ledger and subsidiary systems.
- ii. Documents processed are time sensitive and require significant compliance review in accordance with various statutory regulations.
- iii. Preferred requirements: Associates or Bachelor's Degree and 3-5 years' experience in a business office, processing documents and reconciling accounts. Excellent communication skills required to interface with various department administrators. Familiar with mainframe financial systems, report query tools and Microsoft office products. Assignments are generally from 3 to 9 months. Temp to hire is desired.

C. Facilities Management Workers

1. Custodial:

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Custodial workers will be responsible for custodial duties required to clean and maintain areas throughout the university. Examples of some but not all duties include
Use cleaning supplies, equipment cleansers and other agents to clean floors, furniture, walls, windows, and windowsills.
Sweeps, mops, and buffs floors, vacuums and shampoos rugs, cleans baseboards, dusts furniture and fixtures, washes windows and blinds, and empties trash.
Strips and waxes floors, as needed.
Cleans bathroom fixtures and stocks the bathroom with soap, toilet tissue, and paper towels.
Collects and launders dirty linens, towels and other soiled items.

2. Grounds and Landscaping

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Grounds and landscaping workers will be responsible for typical groundskeeping duties throughout the university. Examples of some but not all duties include
Perform manual labor and independently operate equipment for general landscape maintenance and/or landscape construction tasks, including turf maintenance, plant maintenance, litter control, and other duties.
Ability to work in an outdoor environment in various weather conditions.
Promptly report unsafe conditions or damage to campus landscape, equipment, or facilities.
Safely operate hand, ride on, and self-propelled equipment and tools including string trimmers, ride on/ walk behind mowers, blowers, rakes, golf carts, and shovels to achieve required grounds standards.

3. Moving Crew:

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Moving Crews will be responsible for typical moving duties throughout the university. Examples of some but not all duties include
Prepare items for transport
Load and unload items from one area to another
Physical ability to lift, load, and unload heavy items like furniture
Must be able to lift 50 or more pounds.

4. Facilities Management and Maintenance:

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Facilities workers will be responsible for typical maintenance duties throughout the university. Examples of some but not all duties include
General labor, cleanup, etc.
Load and unload items from one area to another
Physical ability to lift, move, load, and unload heavy items
Must be able to lift 50 or more pounds.
Must be able to follow directions easily and serve as an assistant for a variety of projects.
Preference of OSHA Safety Training and Procedures.

D. Public Safety:

1. Security Guards:

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Ability to work in an outdoor environment in various weather conditions.
- iii. Security guards will be responsible for typical security duties throughout the university, as directed by Public Safety. Examples of some but not all duties include
- iv. Secure premises and personnel by patrolling property, monitoring surveillance equipment; inspecting buildings, equipment and access points; permitting entry. Obtain help by sounding alarms. Prevent losses and damage by reporting irregularities, informing violators of policy and procedures; restraining trespassers.

2. Crossing Guards:

- i. Must be available to work odd shifts and fluctuating hours as required.
- ii. Ability to work in an outdoor environment in various weather conditions.
- iii. Crossing guards will be required to assist guests in safely crossing the street. Use verbal and non-verbal signals to keep the attention of pedestrians and motorist while maintaining control of pedestrians and crosswalks, be on duty at assigned location for the complete scheduled time, promote safety by maintaining awareness of guests, identify hazardous practices or circumstances and take action to assure safety of guests at crossings, notify public safety of any situation encountered, which may be outside the scope of training, authority, or expertise of a crossing guard, put out and pick up traffic cones and traffic control signs at designated locations, enforce and communicate traffic and crossing safety rules; observe all appropriate safety precautions during work activities including wearing appropriate safety apparel

E. Event Service Staff:

- 1. Parking Attendants:**
 - i. Must be available to work odd shifts and fluctuating hours as required.
 - ii. Parking attendants are assigned to positions to help direct guests to the proper parking areas and to protect the integrity of VIP parking.
- 2. Parking Supervisor -**
 - i. Must be 21 years of age or older and available to work odd shifts and fluctuating hours are required for special events.
 - ii. Must have knowledge of coordinating teams of parking staff and will have the following duties and responsibilities:
 - Interviewing and hiring staff
 - Ensuring appropriate staff appearance
 - Helping with special parking projects
 - Installing parking and traffic signs
 - Maintaining relevant records.
- 3. Special Usher**
 - i. Must be 21 years of age or older to be able to work around alcohol and available to work odd shifts and fluctuating hours as required for special events.
 - ii. Special Ushers perform the same function as an Usher but secure an area by roving through areas looking for potential problems such as alcohol, seating, or any guest-related problems.
 - iii. A visual bottle check is done by the Special Ushers as guests enters the facility. After bottle check is concluded, Special Ushers become rovers in the concourse and seating areas.
 - iv. All part-time event staff will serve as Alcohol Awareness Staff.
- 4. Ticket Taker**
 - i. Must be available to work odd shifts and fluctuating hours as required for special events.
 - ii. Ticket Takers are stationed at the entrance for guests to enter the arena/event. Responsibilities include checking for counterfeit tickets, correct event time and date, etc.
- 5. Usher**
 - i. Must be available to work odd shifts and fluctuating hours as required for special events.
 - ii. Ushers are assigned to a specific area.
 - iii. Duties include
 - Checking tickets, assisting guests in locating their seats and keeping aisles clear.
 - Ushers are used to ensure that only guests with tickets are allowed onto the concourse or event.
 - All part-time event staff will serve as Alcohol Awareness Staff.
- 6. Event Setup Crew:**
 - i. Must be available to work odd shifts and fluctuating hours as required for special events.
 - ii. Event Setup Crews will be responsible for typical event setup duties throughout the university. Examples of some but not all duties include
 - Setting-up and breaking-down of tables, chairs, staging, dance floor, flipcharts, easels, blackboards and other equipment or conference materials as specified by event requirements, delivering/removing furniture, and boxes around campus, assisting with office moves, and performing minor maintenance/repair associated with campus events.
- 7. Stagehand/ Event Crew Specialties (CARPENTER):**
 - i. Must be available to work odd shifts and fluctuating hours as required for special events.
 - ii. Must have the knowledge of basic stage terminology, ability to lift 50 lbs., the ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills.
 - iii. Job duties include installing/dismantling staging, scaffolding, stairs, and decking.
- 8. Stagehand / Event Crew Specialties (LIGHTING TECHNICIAN):**
 - i. Must be available to work odd shifts and fluctuating hours as required for special events.
 - ii. Must have knowledge of basic stage terminology, ability to lift 50 lbs., ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work

safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills.

- iii. Job duties include installing, dismantling lighting rig and various lighting equipment (instruments, dimmers, cable).

9. Stagehand Specialties/ Event Crew (AUDIO TECHNICIAN):

- i. Must be available to work odd shifts and fluctuating hours as required for special events.
- ii. Must have knowledge of basic stage terminology, ability to lift 50 lbs., ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills.
- iii. Job duties include installing/dismantling audio equipment, including various speakers, control boards and cable.

10. Stagehand Specialties/ Event Crew (VIDEO TECHNICIAN):

- i. Must be available to work odd shifts and fluctuating hours as required for special events.
- ii. Must have knowledge of basic stage terminology, ability to lift 50 lbs., ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills.
- iii. Job duties include installing/dismantling video equipment, operating various equipment (cameras, control boards), and work as cable page.

11. Stagehand Specialties/ Event Crew (SPOTLIGHT OPERATOR):

- i. Must be available to work odd shifts and fluctuating hours as required for special events.
- ii. Must have knowledge of basic stage terminology, ability to lift 50 lbs., ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills and communication skills.
- iii. Job duties include operating spotlights as needed during rehearsals and performances.

12. Stagehand Specialties/ Event Crew (LOADER):

- i. Must be available to work odd shifts and fluctuating hours as required for special events.
- ii. Must have knowledge of basic stag terminology, ability to lift 50 lbs., ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills.
- iii. Job duties include loading/unloading trucks, equipment, etc.

F. IT Services

1. Systems Engineer- Systems Administrator:

- i. A system administrator is responsible for a wide range of activities related to enterprise computing systems support, such as the installation, maintenance, and support of hardware, operating systems, and application and support software.
- ii. A system administrator should additionally have both broad and detailed information technology knowledge, demonstrate excellent judgment in operational decisions, be able to work on major projects with minimal oversight, and provide technical leadership and training to other staff.
- iii. Preferred requirements: Bachelor's Degree in computer science, Information Systems, or related field, or 5 years' experience in IT system administration.

2. Desktop Support/ Service Desk Technician

- i. The Service Desk Technician's role is to provide a single point of contact for end users to receive support and maintenance within the organization's desktop computing environment. This includes installing, diagnosing, repairing, maintaining, and upgrading all PC hardware and equipment to ensure optimal workstation performance. The person will also troubleshoot problem areas (in person, by telephone, or via e-mail) in a timely and accurate fashion, and provide end-user assistance where required
- ii. Preferred requirements: Bachelor's Degree in computer science, Information Systems, or related field

- iii. Preferred Licenses(s) and Certification(s): CompTIA A+, CompTIA Network+, Apple Certified Support Professional (ACSP), Apple Certified Associate (ACA), Microsoft MCTS (Windows 7), MCITP (Windows 7), Microsoft Office MOS, VMware VCP6, VMware vSphere, HDI Desktop Support Technician; or other equivalent IT certifications.
- 3. Network Engineer- Network Technician**
 - i. The role of the Network Engineer needs to be comfortable working in a small to medium enterprise size environment capable of supporting the planning, designing, installing, configuring, maintaining, and optimizing all network hardware, software, and physical transport links while ensuring minimal network downtime. The ideal candidate should have 3 to 5 years of installing and supporting various network devices including Aruba switching and wireless, Cisco Switching and wireless, Aruba Clearpass, and various firewall devices and be capable of independent work and minimal oversight. This is a full spectrum position where candidates will be expected to understand how to deploy, harden, and maintain production systems. This position is governed by state and federal laws, and agency/institution policy.
 - ii. Preferred requirements: A Bachelor's degree in the field of computer science or information technology or a combination of equivalent work experience, and 3 to 5 years of experience managing a small to medium size wired and wireless network. Experience planning and designing and deploying a highly redundant network.
 - 4. Firewall Engineer**
 - i. The role of the Network Engineer needs to be comfortable working in a small to medium enterprise size environment capable of supporting the planning, designing, installing, configuring, maintaining, and optimizing all network hardware, software, and physical transport links while ensuring minimal network downtime. The ideal candidate should have 3 to 5 years of installing and supporting various network devices including Aruba switching and wireless, Aruba ClearPass, 3 or more years of Next-Generation Firewall Administration, and be capable of independent work and minimal oversight. This is a full spectrum position where candidates will be expected to understand how to deploy, harden, and maintain production systems.
 - ii. Preferred requirements: A Bachelor's degree in the field of computer science or information technology or a combination of equivalent work experience. Three to five years of experience managing a small to medium size wired and wireless network. Three or more years of experience using Next-Generation Firewall Administration with vendor certification(s). Experience planning and designing and deploying a highly redundant network.
 - 5. Banner Developer- Programmer Analyst:**
 - i. The Programmer Analyst's role is to define, develop, test, analyze, and maintain new software applications in support of the achievement of business requirements. This includes writing, coding, testing, and analyzing software programs and applications. The Programmer Analyst will also research, design, document, and modify software specifications throughout the production life cycle.
 - ii. Preferred requirements: Bachelor's Degree in computer science, Information Systems, software engineering, or related field, or 5 years' equivalent experience. Experience and proficiency in a variety of programming languages, including C, Cobol, Java, SQL, PL/SQL. Excellent understanding of coding methods and best practices. Extensive relational database and operating systems experience with Oracle RDBMS. Thorough understanding of platforms such as Linux, Windows, Mac OS. Prior experience interviewing end-users for insight on functionality, interface, problems, and/or usability issues. Hands-on experience developing test cases and test plans. Knowledge of applicable data privacy practices and laws.
 - 6. Oracle Administrator- Database Administrator**
 - i. The Database Administrator is responsible for the proper function and operation of the Oracle Database used by the Banner Information System. Duties include but are not limited to installing and maintaining Oracle Databases for the use of the campus Banner User Community.
 - ii. Preferred requirements: Bachelor's Degree in computer science, Information Systems, software engineering, or related field, plus 3 years' database administration experience. Experience with relational database management systems, preferably Oracle, as well as SQL, PL/SQL, Perl, or PHP.

2.4 DOCUMENTATION, REPORTS, AND DELIVERABLES

A. Weekly Reports:

1. The contractor must supply accurate reports weekly, for initial deployments, to include locations and duties. This is to be followed for re-deployments and check outs.
2. Report is to include details per assignment of no-show personnel, i.e., staffing shortages.

B. Quarterly Reports:

1. The university requires a quarterly report for background checks for assigned personnel including a Motor Vehicle Record report. The university reserves the right to request this report at any time.

C. Regular Meetings:

1. University representative(s), dedicated account representatives, and others as requested should periodically meet as determined by the university and contractor. There will be a minimum of one meeting per fiscal year. Preference for quarterly meetings.
2. The purpose of the meeting is to review industry best practices, overall processes, requests/ needs, and find new and innovative ways to be leaders in the industry.

D. General Meetings:

1. When notified, the contractor's account representative shall attend all meetings held by the University at the contractor's expense.
 - i. If there is a meeting conflict, the contractor is required to provide an alternative managerial representative and notify the University.
 - ii. If applicable, the contractor will provide any and all collateral materials both electronically and hard copies. The contractor shall assign a manager to meet with the University to discuss estimates and invoices when notified.
 - iii. When possible, the university will allow for virtual meetings.
2. The University will work with the Proposer to provide a briefing location for events. If the University is unable to do so, Proposer will be required to provide its own location at the Proposer's expense.

E. Incident Reports

1. Contractor shall provide the university with a copy of every incident card their staff fills out and a full incident report prior to the end of the assignment. The format for this report will be mutually agreed upon by the contractor and the university following award of contract. If required, the contractor's personnel must be made available to discuss any incidents.
2. Incident Reports are required for, but not limited to, the following situations:
 - i. Cleary Reports
 - ii. Fights
 - iii. Ejections
 - iv. Relocations
 - v. Credential Issues
 - vi. Facility Issues
 - vii. Facility Damage
 - viii. Hazards
 - ix. First Aid
 - x. Any Injury
 - xi. Major Incidents
 - xii. Safety Concerns
 - xiii. Insubordination and Issues with the general public that resulted in a physical confrontation.
 - xiv. Lost and Found Items; have them fill out Lost and Found Forms

2.5 RESPONSE TIME AND PLACEMENT

- A. The contractor shall provide the names, telephone number, and email address of the primary contact person(s) to call whenever temporary personnel are needed.
 - 1. The UA Little Rock contract administrator shall be notified of any change to this information during the contract period.
- B. The hiring department will specify the required job description, number of workers, and estimated hours for the requirements of the placement
- C. The contractor shall respond and commit to providing departments potential candidates for any position within 24 hours of a request. A written estimate is to be submitted by the contractor at this time.
- D. The estimate shall be reviewed and approved by the UA Little Rock department.
- E. The contractor must receive a purchase order from the university prior to committing workers.

2.6 INVOICE AND BILLING PROCEDURES

- A. Prior to commencing any work, the contractor will provide a quote and must receive a purchase order from the university.
- B. Billing and invoices must be on a weekly basis and sent electronically to accountspayable@ualr.edu .
 - 1. The invoice must reference the department name, contact person, department cost index, temporary employee name, skill category, week ending date, hours worked, and bill rate.
 - 2. Timesheets must be approved by the hiring division with the University prior to being invoiced. The hiring division within the University shall review and approve all invoices before processing them for payment.
- C. The invoices will be reviewed collectively by the contractor and the university for accuracy thereby ensuring prompt payment.
- D. Payment shall be made in accordance with standard University procedures

2.7 EMPLOYEE, STAFF, AND GROUP TRAINING:

- A. Training must include, but not be limited to, customer service, reporting of incidents, guest services, workplace safety, and emergency procedures.
 - 1. Training must occur at least twice a year: before the start of the Fall Season/Semester as mutually agreed upon by UA Little Rock Administration and the contractor.
 - 2. Proposer must provide monthly documentation that its employees have been trained to recognize and understand the implications of safety and emergency routines regarding event management.
 - 3. The university reserves the right to have a representative present during all those training sessions. The contractor must provide a list of training and all employees, staff and groups that have completed assigned trainings.
- B. Contractor must provide time to have its employees, including supervisors, security personnel, guest service representatives, cart drivers, parking attendants, etc., trained, at their sole expense, in the rules and regulations set forth by the University.
- C. The university may conduct multiple mandatory training sessions which all of the contractor's management team and supervisors must attend at the contractor's expense. The university will provide the information to be taught at the contractor's event day personnel's training sessions. The university reserves the right to have a representative present during those training sessions.
- D. All the Proposer's personnel who will be working with equipment (grounds/landscaping equipment, facilities equipment, handheld ticket scanners, wands, magnetometers, credit card processing and portable printers, etc.) must have the appropriate training. The University reserves the right to request replacement of any personnel not fully trained on equipment

2.8 ASSIGNED WORK PERIOD REQUIREMENTS:

A. Personnel:

- 1. Workers will report to the assigned department at the requested time and date appropriately attired and prepared for duties.
 - i. The university prefers the contractor provide a real time software that would enable the university coordinators access to who is on-site and have the ability to know what time they were posted
 - ii. The university reserves the right to audit and view at any time any and all time logs.

2. All duties and responsibilities will be communicated by the assigned department supervisor.
3. The worker shall return all university owned materials and equipment and will leave the workspace clean at the end of each workday.

B. Attendance:

1. The hiring department will determine the normal working hours for temporary employees.
 - i. Typical office hours are from 8:00am-5:00pm, Monday through Friday.
 - ii. Some departments are in operations as much as twenty-four (24) hours a day or have hours outside of the typical office hours.
 - iii. Workweeks may include weekends and holidays.
 - iv. There may be overtime work. Overtime hours must be approved in advance by the department supervisor/manager.
 - v. Lunch periods will range from 30-60 minutes and will be determined by management. No payments will be made for lunch periods.
2. Contractor can and will be penalized, on a per placement basis, up to 10% of invoice total should 10% or more of the personnel requested not report for their work assignments.
 - i. If any staff member is unable to complete their assigned shift or leaves their post without being released by the university, that staff member shall not be included on the invoice.
 - ii. Further, should documented issues occur on three (3) successive work assignments, the university reserves the right to retain the services of an alternate supplier for upcoming placements without being in violation of the contract.
 - iii. These issues could be personnel issues, staffing shortages, etc. Consistent personnel shortages may result in review of services and termination of contract

C. Injury:

1. The contractor is to immediately advise the university personnel if any employee, representative, or agent of the contractor is injured within the service of this contract.
2. The contractor will be financially responsible for the liability and medical bills of its employees.

D. Personnel Breaks

1. All positions will follow UA Little Rock policies regarding personal breaks, and or Arkansas Department of Labor staff rest break guidelines for strenuous work scope.
2. Meals and beverages will be at the expense of the worker and not the university.

E. Parking

1. Contractor's employees shall be responsible for purchasing parking permits or paying the parking deck fee when parking is needed.
2. The university will not be responsible for parking tickets received by the contractor or contractor employees.

F. Termination/ Removal:

1. At any time during the assigned work period the department may elect to terminate the services of the assigned employee.
 - i. If this termination is the result of the temporary employee not meeting the minimum requirements of the position description or if they temporary employee decides to leave the assignment, the university requires that a replacement employee of appropriate capability be placed immediately
 - ii. Any employee discharged by the university for poor performance or behavior issues will not be assigned to the university for future placements.

2.9 CUSTOMER SERVICE REQUIREMENTS

A. Dedicated Account Representative

1. The contractor shall assign a dedicated account representative to service as the primary contact for the university.
 - i. The contractor shall provide the contact information, including email and direct phone number, and current resume for the account representative.
 - ii. The account representative is to be approved by the University and must remain with this account, locally, for the duration of the contract unless prior written notification is given to, and replacements are approved by the university.
 2. Duties of Account representative shall include but not limited to
 - i. Review and discuss orders to clarify ambiguities, questions, etc.
 - ii. Assist users in defining needs and determining job descriptions most appropriate for satisfying the user's requirements and needs.
 - iii. Fill orders in a timely manner as stated in this solicitation
 - iv. Meet major users, department managers, and contract administrators to assess temporary staffing needs for the campus.
 - v. Review and resolve invoice problems.
- B. All workers represent UA Little Rock to the public, therefore, must commit to providing a high level of customer service. All workers must adhere to the following customer service practices while in service of the university.
- C. All workers must conduct themselves in a professional manner, greeting all event patrons and guests to campus with a positive attitude and courteous behavior to help create a friendly atmosphere.

2.10 INSURANCE REQUIREMENTS

- A. The Supplier shall maintain liability insurance and shall file certificates of insurance with the university prior to the commencement date of the agreement and on an annual basis.
- B. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
- C. Failure to file certificates or acceptance by the university, which does not indicate the specified coverage, shall in no way relieve the Supplier of their responsibility for maintaining adequate insurance.
- D. Within 30 days of recommended award, the Supplier shall submit a Certificate of Insurance to the buyer named on page one (1) of this contract. The Certificate of Insurance must be executed by an insurance company approved by the State of Arkansas and shall evidence coverage by the Supplier as set forth below:
- E. The successful Supplier **will** provide proof of insurance certificates not later than 30 days from date of award verifying that the successful Supplier has the following:
- F. **Worker's Compensation**
 1. State: Statutory
 2. Applicable Federal: Statutory
 3. Employer's Liability: \$500,000
- G. **Comprehensive General Liability Insurance includes Completed Operations:**
 1. Bodily Injury Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
 2. Property Damage Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
- H. **Contractual Liability Insurance:**
 1. Bodily Injury Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
 2. Property Damage Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
- I. **Owner's and Contractor's Protective Liability Insurance:**
 1. Bodily Injury Liability:

- i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
 - 2. Property Damage Liability:
 - i. \$1,000,000 Each Occurrence
 - ii. \$1,000,000 Annual Aggregate
- J. **Automobile Liability:**
 - 1. Bodily Injury Liability:
 - i. \$ 500,000 Each Person
 - ii. \$1,000,000 Annual Aggregate
 - 2. Property Damage Liability:
 - i. \$ 250,000 Each Occurrence
- K. The insurance must list "The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Little Rock" as the additionally insured. All premiums and cost shall be paid by the Supplier. In no way will UA Little Rock be responsible in case of an accident. Certificates must be provided prior to contract award.
- L. The Supplier shall keep said insurance in full force until termination of any resulting contract.
- M. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 15 days prior written notice has been given to the University by the issuing insurance company

2.11 ESTIMATED QUANTITIES

- A. UA Little Rock shall not guarantee any minimum or maximum amount of the supplier's services that may be required under the agreement.
 - 1. The supplier shall provide products/ services on an as needed basis.
 - 2. UA Little Rock shall not guarantee any usage whatsoever.

2.12 UNIVERSITY CONTRACT ADMINISTRATOR:

- A. The UA Little Rock Contract Administrator will serve as the university's representative and administrator of this contract.
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the supplier's total performance is in accordance with the contractual commitments and that the obligations of the supplier under the terms and conditions of the contract are being fulfilled.
- C. The supplier may meet, at minimum, once per fiscal year with the university Contract Administrator to complete a contract review.
- D. The Contract Administrator shall work with the supplier throughout the term of the contract. All instructions, questions, approvals, and special requests in connection with the contract shall be transmitted through the Contract Administrator. Other University personnel may be designated by the Contract Administrator to assist with the administration of the contract.

2.13 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- A. Proposer must have at least three (3) years experience providing the goods or services requested
- B. Proposer must have successfully deployed solutions at an institution of similar size and complexity
- C. Proposer with demonstrated advanced customer service levels, and guaranteed responsiveness

2.14 INTERNSHIP PROGRAM

UA Little Rock is expanding its student internship program. All proposers are encouraged to utilize UA Little Rock student(s) in an internship capacity under any resulting contract for the items required under this solicitation. The internship shall be intended to serve as a relevant and meaningful educational enrichment opportunity and may be paid or unpaid depending on the employment relationship. To identify students interested and qualified for internships, opportunities will be posted in Handshake, an online job search platform. For additional information regarding participating in the internship program, please contact the Director of Distributed Learning and Career Center at 501-916-3584 or email careers@ualr.edu.

2.15 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.
- B. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Supplier so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the Supplier that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Supplier **shall** follow the direction of the agency regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Adherence to University Requirements	Reference standard terms, conditions, and all articles of RFP	May be cause for termination of contract.
Scope of Services/Specifications	Reference Scope of Work and Objectives of RFP; Description; Overview; and proposal requirements	May be cause for termination of contract.
Specifications, Goals, and Deliverables	Reference Section 2 of solicitation	May be cause for termination of contract.

SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 **RESPONSE SCORE**

- A. The buyer will review each *Response Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. The UA Little Rock Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on Supplier's response to the *Information for Evaluation* section included in the *Response Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into subsections.
1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the response squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the response's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. The University has assigned Weighted Percentages to each sub-section according to its significance. The total point value for each subsection is reflected in the table below as the Maximum Raw Score Possible.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Sections Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience and Qualifications (Suppliers History and past performance)	15	35	245
E.2 Method and Approach (ability to provide full range of services as indicated in the solicitation)	10	65	455
	25	100%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

- D. The Supplier's weighted score for each sub-section will be determined using the following formula:

$(A/B) * C = D$	A = Actual Raw Points received for subsection in evaluation B = Maximum Raw Points possible for sub-section C = Maximum Weighted Score possible for sub-section D = Weighted Score received for sub-section
-----------------	--

- E. Supplier's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.
- F. Responses that do not receive a minimum weighted **550** of **700** may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

3.2 PRESENTATIONS

- A. UA Little Rock reserves the right to, but is not obligated to, request and require that final contenders determined by the Evaluation Committee provide a formal presentation of their proposal at a date and time to be determined by the Evaluation Committee. Proposers are required to participate in such a request if the university chooses to engage in such opportunity.
- B. The three vendors with the top technical scores after the completion of the technical proposal evaluation may be contacted to schedule a presentation.
- C. After each presentation is complete, the Evaluation Committee members will have the opportunity to discuss the presentation and revise their individual scores based on the information in the presentation.
- D. The final individual scores of the evaluators on the Consensus Score Sheets will be averaged to determine final Technical score for each proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest grand total as shown on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:
 $(A/B) * (C) = D$
 A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.4 BEST AND FINAL OFFER

- A. UA Little Rock reserves the right to request an official “Best and Final Offer” from bidders if it deems such an approach is in the best interest of the institution.
- B. In general, the “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including costs, and answers to specific questions presented in the document.
- C. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions.
The official request for a ‘Best and Final Offer’ will be issued by the UA Little Rock Procurement Services.

3.5 GRAND TOTAL SCORE

The Technical Score and Presentation Score will be added together to determine the Grand Total Score for the Supplier. The Supplier with the highest Grand Total Score will be selected as the apparent successful Supplier. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Financial Proposal	300
Maximum Possible Grand Total Score	1,000

3.6 SUPPLIER ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Supplier **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the Supplier’s understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the responses.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- Do not provide responses to items in this section.

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be emailed to accountspayable@ualr.edu or mailed to:
University of Arkansas at Little Rock
ATTN: Accounts Payable
2801 South University Avenue
Little Rock, AR 72204
- B. Payment will be made in accordance with applicable UA Little Rock accounting procedures upon acceptance by UA Little Rock.
- C. UA Little Rock may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the Contractor has successfully satisfied UA Little Rock as to the services rendered.
- D. Supplier should invoice UA Little Rock by an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice.

4.2 CONTRACT INFORMATION

- A. The University of Arkansas at Little Rock may not contract with another party:
 - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
 - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
 - iii. To indemnify, defend, or hold harmless any party for any liability and damages
 - iv. Upon default, to pay all sums to become due under a contract
 - v. To pay damages, legal expenses or other costs and expenses of any party
 - vi. To continue a contract once the equipment has been repossessed
 - vii. To conduct litigation in a place other than Pulaski County, Arkansas
 - viii. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
- B. A party wishing to contract with the University of Arkansas at Little Rock should:
 - i. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession
 - The right to accrued payments
 - The right to expenses of de-installation
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
 - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
 - iii. Include in its contract that the laws of the State of Arkansas govern the contract
 - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- C. The University of Arkansas at Little Rock may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The Supplier **shall** at all times 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.
- B. The Supplier **shall** indemnify and hold harmless the University 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 Supplier.

4.4 STATEMENT OF LIABILITY

- A. UA Little Rock will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Contractor-owned items to be delivered or to be used in the installation of deliverables.
- B. The Supplier **shall** be required to retain total liability until the deliverables have been accepted by the “authorized UA Little Rock official.”
- C. At no time will UA Little Rock be responsible for or accept liability for any Supplier-owned items.

4.5 RECORD RETENTION

- A. The Supplier **shall** 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 UA Little Rock policies. Upon request, access **will** be granted to UA Little Rock, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to UA Little Rock 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 Requirements regarding record retention.

4.6 PRICE DECREASE

In the event of a price decrease, the University shall be guaranteed full benefit of any savings that may occur during the term of this contract.

4.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Supplier **must** provide to the University 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. The University **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. The University **shall** have the right to approve or deny the request.

4.8 CONFIDENTIALITY

- A. The Supplier, Supplier’s subsidiaries, and Supplier’s employees **shall** 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 the University **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

4.9 TIME OF PERFORMANCE

Time is of the essence in the rendering of services hereunder. Supplier agrees to perform all obligations and rendering of services set forth in this RFP.

4.10 DEFAULT

- A. In the event that the Supplier fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Supplier of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Supplier fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice.
- B. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve Supplier from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

4.11 INDEMNIFICATION

Under Arkansas law, the University of Arkansas at Little Rock may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss,

expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

4.12 PERMITS AND LICENSES

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

4.12 TERMINATION

- A. The agreement may be terminated, without penalty, by the University without cause by giving 30 days written notice of such termination to the seller.
- B. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Supplier for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Supplier for products and/or services ordered and received prior to the date of termination.

4.13 INDEPENDENT SUPPLIER STATUS

- A. Supplier agrees that its employees and agents have no employer-employee relationship with the University (refer to Contract/Disclosure Form).
- B. The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

4.14 RIGHT TO AUDIT

- A. At any time during the term of the agreement and for a period of four (4) years thereafter the University's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Supplier's records and manufacturer's pricing relevant to all pricing provided under this agreement.
- B. In the event such an audit by the University reveals any errors/overpayments, the Supplier shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

4.15 ACCEPTANCE OF PRODUCTS AND SERVICES

- A. All services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement.
- B. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

4.16 NON-DISCLOSURE

- A. Supplier and the University acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.

- B. Neither party shall use any such information for its own benefit or make such information available to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Supplier or the University, unless required by law.

4.18 NON-WAIVER OF DEFAULTS

Any failure of the University at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

4.19 CANCELLATION

- A. Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.
- B. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions.
- C. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance.
- E. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

4.20 SEVERABILITY

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.21 CONDITIONS OF CONTRACT

The successful Supplier **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

4.22 AWARD RESPONSIBILITY

The University of Arkansas at Little Rock will be responsible for awarding any resulting contract. UA Little Rock shall be responsible for the administration of any resulting contract.

4.23 NEGOTIATIONS

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

4.24 GOVERNING LAW

This agreement shall be construed and governed by the laws of the State of Arkansas.

Section 5 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*

5.1 PREPARATION OF PROPOSALS

- A. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- C. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the proposal request is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid 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 reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal request. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the request.
- D. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- E. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

5.2 SUBMISSION OF PROPOSALS

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

5.3 ACCEPTANCE OF PROPOSALS

- A. The University reserves the right to accept or reject all or any part of a proposals or any and all proposals, to waive any informality, and to award the proposals to best serve the interest of the University.
- B. If a bidder fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

5.4 ERROR IN BID

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

5.5 AWARD

- A. Award shall be made all or none to the lowest responsible responsive bidder.
- B. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- C. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- D. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Proposals results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.

5.6 DELIVERY

- A. The Request for Proposals will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.

- B. Delivery shall be made during University work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
- C. Packing memoranda shall be enclosed with each shipment.

5.7 ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

5.8 TAXES AND TRADE DISCOUNTS

- A. Do not include state or local sales taxes in bid price.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

5.9 DEFAULT

- A. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- B. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

5.10 WAIVER

The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single Supplier and would have the same effect on all Suppliers.

5.11 CANCELLATION

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within a period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

5.12 ADDENDA

- A. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
- B. Only written addenda is part of the bid packet and should be considered.

5.13 ALTERNATE BIDS

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

5.14 BID OPENINGS

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any Supplier as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

5.15 DEBRIS REMOVAL

All debris must be removed from the University after installation of said equipment.

5.16 LACK OF FUND

UA Little Rock 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 Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.

5.17 DISCRIMINATION

In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor of Supplier.

5.18 INVOICING

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the UA Little Rock Financial Services.

5.19 PRICING

Bidders must quote F.O.B. inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are Bidder and, thus, are not subject to escalation unless otherwise stated in the solicitation. Unless otherwise specified, the bid must be Bidder for acceptance for 120 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

5.20 GUARANTY

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that, if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

5.21 STORAGE

UA Little Rock will be responsible for storage if the contractor delivers within the time required and UA Little Rock cannot accept delivery.

5.22 VARIATION IN QUANTITY

UA Little Rock assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the UA Little Rock purchase order.

5.23 STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of UA Little Rock and the State and shall be kept confidential, used only as expressly authorized and returned to UA Little Rock at the contractor's expense. Commodities must be properly identified by description when returned.

5.24 PATENTS OR COPYRIGHTS

The contractor agrees to indemnify and hold UA Little Rock harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

5.25 ASSIGNMENTS

Any contract entered into pursuant to the RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

5.26 OTHER REMEDIES

In addition to the remedies outlined herein, the contractor and UA Little Rock have the right to pursue any other remedy permitted by law or in equity.

5.27 CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure the contract upon 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 bidder for the purpose of securing business.

5.28 ANTI-TRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to the RFP, the bidder named on the front of the RFP acting herein by the authorized agent, hereby assigns, sells and transfers to UA Little Rock 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.

5.29 CLARIFICATIONS

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. UA Little Rock will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this RFP must be addressed to UA Little Rock Procurement Services, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)

5.30 PROPRIETARY INFORMATION

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of UA Little Rock when submitted in response to this RFP. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

5.31 PRODUCT INFORMATION

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

5.32 TERMS AND CONDITIONS

To be considered, bidders must include as part of their bid all of the provisions of this RFP. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State

of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this RFP and the bidder's response.

5.33 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Supplier hereby certifies to the University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

5.34 MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander and women-owned." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

5.35 CONTRACT INFORMATION

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.