



University of Arkansas at Little Rock  
Procurement Services  
University Services Building C100  
2801 South University  
Little Rock, Arkansas 72204

### REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Solicitation Number:	FB-23-001	Solicitation Issued:	August 11, 2022
Description:	University of Arkansas at Little Rock University Plaza Redevelopment		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	December 1, 2022	Bid Opening Time:	2:00 p.m., CST
<p>Respondent's submissions (which may be referred to herein as "bids") <b>shall not</b> 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 bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor 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 Procurement Services University Services Building C100 2801 South University Little Rock, AR 72204</p> <p>Suppliers are responsible for delivery of their bid 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. These providers will deliver to our offices based solely on our street address. <b>Supplier assumes all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Supplier's name and return address</li></ul>

UA LITTLE ROCK CONTACT INFORMATION			
Buyer:	Desiree Taggard	Buyer's Direct Phone Number:	501-916-5724
Email Address:	<a href="mailto:dltaggard@ualr.edu">dltaggard@ualr.edu</a>	Main Number:	501-916-3144

**SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

**1.1 PURPOSE**

The purpose of this RFP is to collect, review, and evaluate the qualifications of firms and proposals to help UA Little Rock implement the vision for the redevelopment of the University Plaza Property. The University invites developers to submit proposals for a comprehensive redevelopment of the former retail center (“Development Plan”), which will include a site plan, a tenant leasing plan, proposed schedule, budget and financing, business terms, deal structure, as well as any community building strategies and investments through connectivity initiatives for surrounding neighborhoods and the University. As set forth in this RFP, interested parties must meet UA Little Rock’s qualifications in Section 5, including providing evidence of their experience as a developer with the ability to implement projects similar to the University Plaza redevelopment.

**1.2 VIRTUAL PROPOSAL OPENING**

Use the information below to register for access to view the proposal opening virtually, to be held at the time and date listed on page one.

**Zoom Meeting Registration Link:** [https://ualr-edu.zoom.us/meeting/register/tZMsdOGHqjkqGNN1zDBpQAoOTyclv\\_VwmRs5](https://ualr-edu.zoom.us/j/91234567890)

**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.

**1.3 TYPE OF CONTRACT**

- A. As a result of this RFP, UA Little Rock intends to award a contract to a single Supplier.
- B. The contract term will commence upon UA Board of Trustees approval, except that the actual contract start date may be adjusted unilaterally by the University for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Supplier represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

**1.4 SCHEDULE OF EVENTS**

ID	Event Description	Date
1	Release of RFP	8/15/2022
2	Questions from Bidders due**	9/30/2022
3	Answers to questions posted*	10/14/2022
4	Bid Deadline/ Bid Opening	12/1/2022
5	Evaluation complete*	1/30/2023
6	Intent to Award*	4/15/2023
7	Board of Trustees Review*	5/24/2023
8	Award Commences*	6/1/2023

**Table A**

\* Anticipated dates- Award is subject to approval of the Board of Trustees of the University of Arkansas.

\*\* Questions asked in the course of a site visit or during informal communications are not considered a formal question and will not be documented or posted by the University.

Note- UA Little Rock will be closed November 25-26, 2022 and December 21-31, 2023.

## 1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. 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*.
- C. "Prospective Supplier" means a responsible offeror or respondent who submits a proposal in response to this solicitation.
- D. The terms "Request for Proposal", "RFP," "RFP Solicitation," and "Solicitation" are used synonymously in this document.
- E. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- F. "Proposal Submission Requirement" means a task a Prospective Supplier **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- G. "Requirement" means a specification that a Supplier's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFP. These specifications will be distinguished by using the terms "**shall**" or "**must**" in the requirement.
- H. "University" means the University of Arkansas at Little Rock. When the term "University" is used herein to reference any obligation of the University under a contract that results from this solicitation, that obligation is limited to the University using such a contract.
- I. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- J. Suppliers may request exceptions to NON-mandatory items. Any such request **must** be declared on the bid submission. Supplier **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.
- K. 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*.
- L. "Prospective Supplier", "Supplier", and "Bidder" means a person who sells or contracts to sell commodities and/or services.
- M. "University of Arkansas at Little Rock", "UA Little Rock", "campus", and "University" are used synonymously in this document.
- N. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- O. "State Holiday" means the following days during the year when State Offices are closed:
  - Christmas Day
  - Christmas Eve
  - Dr. Martin Luther King Jr.'s Birthday
  - George Washington's Birthday and Daisy Gatson Bates Day
  - Independence Day
  - Labor Day
  - Memorial Day
  - New Year's Day
  - Thanksgiving Day
  - Veteran's Day

Also, any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

## 1.6 CLARIFICATION OF RFP SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *RFP Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the buyer as shown on page one (1) of this *RFP Solicitation*.

1. For each question submitted, Prospective Supplier should reference the specific solicitation item number to which the question refers.
  2. Prospective Suppliers' written questions will be consolidated and responded to by the University as deemed appropriate. The University's consolidated written response is anticipated to be posted to the University's website by the close of business on the date provided in Section 1.4, Table A. If Prospective Supplier questions are unclear or non-substantive in nature, the University may request clarification of a question(s) or decline to answer.
- B. The Prospective Supplier should notify the buyer of any term, condition, etc., that precludes the Prospective Supplier from submitting a compliant, responsive proposal. Prospective Suppliers should note that it is the responsibility of the Prospective Supplier to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock, its agents or consultants, will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Supplier as an aid to interpretation unless it is reduced to writing and expressly adopted by UA Little Rock.

## 1.7 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 *Exceptions Form* (See Acceptance Requirements)
  - c. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - d. Completed *Supplier Registration Form*
  - e. 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*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is requested for this solicitation and **must** be submitted **separately** with the response. (See *Pricing*.)

### 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. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
  - b. One (1) 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*.)

## 1.8 ACCEPTANCE REQUIREMENTS

- A. Unless a Prospective Supplier expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this RFP by listing them on the *Exceptions Form* (See *Technical Proposal Packet*), Prospective Supplier understands its submission of a proposal to represent that its proposal meets all such Requirements.

- B. A Prospective Supplier's proposal may be rejected if a Prospective Supplier takes exception to any Requirements in the Specifications Section(s) of this RFP.

**1.9 ADDITIONAL TERMS AND CONDITIONS**

- A. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the UA Little Rock [Procurement Services](#) website.

**1.10 PRIME SUPPLIER 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 Supplier shall give UA Little Rock immediate notice, in writing, by certified mail of any action which, in the opinion of the Supplier, may result in litigation related in any way to the contract or UA Little Rock.

**1.11 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 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.

**1.12 PIGGYBACK CLAUSE- Not Applicable**

**1.13 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.

**1.14 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.

**1.15 CAUTION TO SUPPLIERS**

- A. The University expects that all communication concerning this *Bid Solicitation* prior to any contract award will be addressed through the University buyer; provided, however, that the University reserves the right to engage in oral communications related to the property to be developed and local market conditions and opportunities.
- 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.

**1.16 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.

**1.17 AWARD PROCESS**

- A. Contracts and purchases will be made or entered into with the highest scoring responsible bidder meeting specifications.
- B. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UA Little Rock may move forward to negotiations with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- C. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

**1.18 MINORITY BUSINESS POLICY**

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

<ul style="list-style-type: none"><li>• African American</li><li>• American Indian</li><li>• Asian American</li><li>• Hispanic American</li></ul>	<ul style="list-style-type: none"><li>• Pacific Islander American</li><li>• A Service Disabled Veterans as designated by the United States Department of Veteran Affairs</li><li>• Women- Owned Businesses</li></ul>
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- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Supplier's Certification Number should be included on the Supplier's *Proposal Signature Page*.

**1.19 EQUAL OPPORTUNITY POLICY**

- A. 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.
- B. *EO Policies* may be submitted in electronic format to the buyer, but should also be included as a hardcopy accompanying the solicitation response.
- C. Suppliers, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

**1.20 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.

**1.21 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.

**1.22 SITE VISIT**

Access to building space will be provided on an appointment basis. Please email the buyer listed on page 1 to request access to building space.

**1.23 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.

**1.24 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.

## SECTION 2 – SPECIFICATIONS

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

### 2.1 **PURPOSE**

Through this solicitation process, UA Little Rock seeks a Development Partner who will fulfill these functions:

- A. Plan, develop, and manage a commercial redevelopment and adoptive reuse of the University Plaza Property, consistent with the mission of UA Little Rock and objectives set forth in the RFP;
- B. Activate the site to create a sense of place for student and community activities;
- C. The selected Developer is responsible for providing all funds required for the rehabilitation and development of the property;
- D. Work in partnership with University stakeholders, residents, and businesses to promote reinvestment in the surrounding neighborhood and stimulate economic development.
- E. Through this RFP, UA Little Rock extends an invitation to partner and collaborate with creative, experienced, and visionary developers who identify with UA Little Rock's mission. Together, the University believes both private and public resources can be leveraged to transform the University Plaza Property into a dynamic destination in the southern Midtown area.

### 2.2 **UA LITTLE ROCK BACKGROUND**

The University of Arkansas at Little Rock is a 250-acre metropolitan research university established in 1927, serving more than 8,200 students. At UA Little Rock, students are provided access to quality education and numerous internship and research opportunities while preparing to enter their respective fields as innovators and responsible leaders. UA Little Rock has long supported diversity and inclusion and has integrated them into the very values underlying its goals and strategies.

UA Little Rock currently offers more than 140 programs of study, several of which are featured in the U.S. News and World Report 2022 Best College Rankings, through the following colleges:

- College of Business, Health, and Human Services
- College of Humanities, Arts, Social Sciences, and Education
- Donaghey College of Science, Technology, Engineering, and Mathematics

As a metropolitan university in the Midtown area, UA Little Rock reaches beyond its campus borders to serve the community's needs through the development of partnerships and enrichment programs with public and private enterprises. In 2004, the University purchased the 22-acre University Plaza space located on the southern border of campus for the purpose of redevelopment and community revitalization. The further redevelopment of this space is intended to increase the quality of campus life, attract businesses and residents, and spur economic growth in a strategically important area of Little Rock.

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

### 2.3 **UNIVERSITY DISTRICT DEVELOPMENT CORPORATION BACKGROUND**

The University District area of Little Rock is composed of several attractive traditional urban neighborhoods with significant housing for first-time homeowners to empty-nesters. The UA Little Rock physical presence in the district serves as an anchor, a stabilizing resource for improving the area and rebuilding a healthy, vibrant urban community. In 2006, the University District Partnership was formed to revitalize the neighborhoods and commercial areas around the UALR campus and is comprised of partners including the University, the City of Little Rock, non-profit organizations, local businesses and neighborhood associations. The district encompasses 3.5 square miles centered on University Avenue from I-630 on the north to the Fourche Creek bottoms on the South.

Aligned with the University District Partnership, the University District Development Corporation (UDDC) is a (501)(c)(3) private nonprofit development organization formed to develop affordable housing, encourage business development, and make neighborhood improvements within the District. The UDDC operates a first-time homebuyer program funded by the HOME Program and a home improvement program entitled the Special Needs



Assistance Program (SNAP) funded by the Federal Home Loan Bank Board. The UDDC board of directors recently completed a three-year strategic plan to expand and accelerate its housing work.

## **2.4 SITE INFORMATION**

The property sits on the North East corner of Asher Avenue and University Avenue and currently houses a combination of leased commercial space and University offices. The shopping center was developed 50 +/- years ago and consists of a 193,669 +/- sq.ft. existing building on 22.5 +/- acres.

## **2.5 DEVELOPMENT CONCEPT**

The redevelopment proposal should be crafted as a market-driven project capable of supplying valuable services to both university and community clientele. Below we provide additional perspective regarding priorities for tenant selection.

UA Little Rock is interested in the Respondent's assessment of market opportunities, and ways of balancing, through careful programming, financial sustainability with a tenant mix that addresses the desires of the campus and the community. UA Little Rock is particularly interested in opportunities to marry community-serving institutional uses. The University gives high regard to the goals of the larger University District, including economic development, neighborhood revitalization, and community engagement, and strongly encourages respondents to focus on development opportunities to achieve these goals. In addition, the University believes that locating certain university departments and programs in the plaza will help to create foot traffic and a larger market for potential retail and service tenants in the development. Some examples of program uses that would jointly reflect a number of University AND community desires might include:

- A. A comprehensive, but small-footprint cluster around business management and entrepreneurship;
- B. food incubator concept – a shared kitchen or kitchen incubator that can also serve as a teaching kitchen for the local community;
- C. an innovation and maker space providing flexible spaces for students and faculty to prototype, test ideas, and network, as well as providing accessibility and mentorship for community members;
- D. a studio theater for the performing arts, providing a flexible space for the performing arts for faculty, students, and neighborhood residents, including use for daytime and nighttime classes in addition to performance space;
- E. a health and wellness cluster that makes university-based health and wellness programs available to the community, offering classes, workshops, and skill training for community residents interested in these fields;
- F. local services that might meet both University and neighborhood needs like laundromats and daycare.

## **2.6 DEVELOPMENT OBJECTIVES**

The University Plaza will be redeveloped consistent with the development objectives (“Development Objectives”) listed in this section and will apply to the overall development program. Proposals submitted to this RFP should achieve the overall Development Objectives noted below to the maximum extent possible:

### **A. Neighborhood Revitalization**

A Development Plan should be proposed that catalyzes or supports reinvestment in the surrounding neighborhood, continuously engages the community and stakeholders, mitigates community displacement and stimulates economic development for local residents and businesses.

### **B. Architectural Design**

The development should be designed with an eye toward the aesthetic of the University campus, while presenting a modern, welcoming, and accessible physical presence to the community at large. The

streetscape of the property is an area of particular focus and there may be an opportunity to work with local and state authorities to improve the appearance of the perimeter of the development as part of this project.

**C. People Impact**

The developer should implement place-based designs with community-based partnerships and programs that can advance the education, health, and economic outcomes and self-reliance of residents.

**D. Economic Diversity**

The developer should create a commercial development targeted to mixed-income needs, with neighborhood-serving amenities.

**E. Feasibility**

Development must be financially feasible to develop and operate and evidence that it can be developed on-time and within budget.

**F. Sustainability**

Developments should incorporate design and operating principles that foster environmental sustainability and economic sustainability, including the use of energy-efficient and sustainable materials, construction practices, and adherence to a comprehensive green design standard.

**G. Unified Concept**

The development should strive for a unified concept for the building, where the space is highly programmed and designed to share amenities and encourage cross-collaboration and interaction between tenants, employees, customers, University, and community members.

**H. Encourages Entrepreneurship**

Concept that draws in a wide range of both experienced and inexperienced entrepreneurs and encourages the creation of spontaneous professional relationships and mentorship opportunities through interactive space.

**2.7 DEVELOPMENT PARAMETERS**

The following goals are based on community and University feedback and are in line with the “Development Objectives”:

**A. Local Jobs**

Development should strive to create sustainable jobs for local residents.

**B. Economic Development**

The development should provide tools for local small businesses to develop and grow, with a key focus on making these tools accessible to a wide range of incomes.

**C. Equitable Access**

Developer proposal should supply a vision on how services will be provided to a wide-range of incomes, which could be achieved in a variety of ways: grants, reduction in costs for local residents, scholarships, or merely tenants that have a low-price business model.

**D. Education/Training**

The development should provide education and training opportunities where available, particularly in highly sought-after skillsets that would benefit residents and students alike.

**E. Energy Efficiency**

Development should strive for highest standards of energy efficiency on the site and in the structures.

**F. Feasibility**

Development must be financially feasible to develop and operate and can be developed on-time and within budget.

**G. Residents/Community**

The Development Plan will demonstrate a long-term commitment to community engagement and to working in partnership with stakeholders, area institutions, residents and local businesses. Development must include a plan for programs and partnerships to support the community and resident programs and evidence of commitment of partnerships.

H. The Development Plan will include space for University offices and programs, and the University will work with the developer to determine the quantity of space.

I. Considers a design plan that makes a physical connection to the UA Little Rock campus and incorporates the new Trojan Way that will connect the campus from both the north and south sides and connect with the property. Trojan Way has been designed and is scheduled to start construction in the Fall 2022.

**2.8 COMMUNITY ENGAGEMENT REPORT**

Stakeholder surveys, meetings, and interviews have been conducted by the School of Public Affairs at the University as an initial step in developing guidance on how they might align with the community's and University or student objectives for the project.

**2.9 ROLES AND RESPONSIBILITIES**

**A. Financial Structure**

The Developer will assume all financial responsibility for development, marketing and management. UA Little Rock anticipates contributing to the development through a long term triple-net ground lease agreement for the University Plaza property towards the implementation of the Development Plan and expects to receive financial benefit from the various commercial aspects of the development. The University is interested in a financial structure that:

1. Provides ROI to the Development Partner;
2. Leverages the University Plaza property to attract private capital; and
3. Allows for UA Little Rock to retain title to the underlying land through a long term triple-net ground lease.

**B. UA Little Rock Roles and Responsibilities**

In order to implement the Development Plan, UA Little Rock will have several specific roles as owner, and ground lessor. Each role is discussed briefly below:

**1. Owner Representative**

As the Owner, UA Little Rock maintains a right of access for periodic inspections and to review the implementation of the Development Plan from design planning through project completion in accordance with approved plans, schedules, and budgets, and will have final approval of the development plans and subsequent amendments. UA Little Rock will have representation at project meetings and discussions regarding the revitalization of the University Plaza at its sole discretion.

In those instances in which UA Little Rock is the recipient of public or private funding in support of the new development under the Development Plan, the University will have contract and fiduciary responsibility to manage the expenditure of funds in compliance with funder requirements and scope of work. In general, UA Little Rock will communicate with its funding sources on all matters; however, to the extent that program documents reflect matters within the particular knowledge of the Development Partner, or that they set forth development plans and the like, UA Little Rock will expect the Development Partner to prepare drafts for the University's review and approval.

**2. Ground Lessor**

The Board of Trustees of the University of Arkansas will retain ownership of the land subject to a long term triple-net ground lease, the terms of which will be negotiated by the Development Partner and UA Little Rock, subject to approval by the Board of Trustees. The Development Partner will construct and

own the improvements for the term of the lease. The amount of annual rent under the ground lease is subject to negotiation and should be part of the financial structure proposed by the Respondent.

**C. Developer Partner Roles and Responsibilities**

The selected Development Partner will manage the implementation of the Development Plan based on a collaborative vision established between UA Little Rock and the Development Partner. The selected Development Partner will be responsible for designing, financing, rehabilitating, leasing, managing (property, commercial, construction, and any other management), and otherwise performing any other activities that are necessary to successfully implement the agreed upon Development Plan. Development Partner services may include but are not limited to the following activities as applicable and as consistent with the Development Plan:

**1. Architectural Design**

- i. Work in partnership with stakeholders to develop a comprehensive design plan for redevelopment of the subject property that respects the surrounding area.
- ii. Develop architectural and engineering schematics for the University Plaza Property, inclusive of sustainability design principles.
- iii. Develop a realistic budget and schedule, based on negotiated business terms and consistent with funder requirements.
- iv. Ensure the necessary zoning, permitting, and design approvals and other City governmental approvals and pursue desired designations that could enhance the development options for the site.
- v. Ensure compliance with the Americans for Disabilities Act in design documents as well as meeting other Federal, State and local requirements.

**2. Redevelopment Management Activities**

- i. Perform and/or oversee the project development, either directly through an identity of interest entity or through the procurement of a general contractor consistent with approved budget and schedule.
- ii. Obtain necessary permits, licenses, and other required approvals, and coordinate construction-related activities such as monitoring budgets and schedules and overseeing regulatory compliance.
- iii. Perform site remediation, improvements, and restorations as required.
- iv. Develop or cause to be developed retail and commercial space relating to the Development Plan.
- v. Ensure compliance with the Americans with Disabilities Act in all construction activities, as well as meeting other Federal, State and local requirements.
- vi. Work in accordance with environmental protocols should there be the discovery of hazardous materials including but not limited to asbestos, lead based paint, and contaminated soil.

**3. Financing Activities**

- i. Develop a realistic financing strategy, in conjunction with the Development Plan, consistent with the development budget and schedule as well as local construction market costs.
- ii. Identify, negotiate, and secure all funding commitments to complete the development of the project; create and update development and operating pro formas; and develop investor packages for equity syndication.
- iii. Plan, fund, and execute requirements associated with support infrastructure, public improvements, and other requirements as required.
- iv. Provide funding for all leasing and operating costs associated with the development including but not limited to all common area maintenance and related expenses.
- v. If applicable, determine the need or desirability for tax credits in the project's development, taking into consideration the risk of award and the addition to the schedule.
- vi. Provide all reasonable and conventional guarantees and promises to secure the funding mentioned above.

**4. Legal Activities**

- i. May include the creation of limited partnerships and other ownership structures necessary to implement the Development Plan.

**5. Tenant Programming, Partnering, and Marketing Activities**

- i. Ensure competitive leasing activities within the development including the preparation of market analyses and marketing plans to support leasing activities.
- ii. Create a tenant operation plan that details the desired tenants and uses for operations, potential partners that could fill that tenancy, and an operations analysis of these potential tenants that ensures a financial sustainable project.
- iii. Create an operations plan for selected tenants.

**6. Compliance and Reporting Activities**

- i. Coordinate and report compliance activities to meet Federal, State, and Local requirements.
- ii. Monitor contract compliance, preparation of all reporting to investors and other parties.
- iii. Update and review the master critical path schedule agreed upon by all parties.
- iv. Update and review the master budget agreed upon by all parties.

**7. Community/Area Stakeholder Activities**

- i. Support university outreach to community residents, area institutions and businesses to the extent applicable.
- ii. Participate in stakeholder, university and community meetings relevant to the project.

**8. Asset Management**

- i. Maximize the performance and value of the real estate assets as a result of the redevelopment.
- ii. Perform activities necessary to maximize leasing activities.
- iii. Perform budgeting and expense management, including but not limited to appropriate forecasting, submission of income and expense statements, and annual budget.

**9. Other Activities**

- i. Perform other activities as required and prudent in order to fully implement the Development Plan.

**SECTION 3 – SELECTION**

- Do not provide responses to items in this section.

**3.1 TECHNICAL PROPOSAL SCORE**

- A. UA Little Rock will review each *Technical Proposal 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 Technical Proposals. Evaluation will be based on Prospective Supplier’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.

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. 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 University.

- C. The *Information for Evaluation* section has been divided into sub-sections.
- a. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points.
  - b. 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	SubSection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience, Past Performance, and Qualifications	35	25%	175
E.2 Method and Approach	60	40%	280
E.3 Key Personnel and Staff	20	10%	70
E.4 Financial Capacity	5	25%	175
<b>Total Technical Score</b>	<b>120</b>	<b>100%</b>	<b>700</b>

\*Subsection's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the subsection.

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

$(A/B) * C = D$	<p>A = Actual Raw Points received for subsection in evaluation                  B = Maximum Raw Points possible for subsection                  C = Maximum Weighted Score possible for subsection                  D = Weighted Score received for subsection</p>
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- B. Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the Proposal.
- C. Responses that do not receive a minimum weighted **560** 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 ORAL PRESENTATION/DEMONSTRATION**

- A. The Prospective Suppliers with the top Technical proposal scores after the completion of the technical proposal evaluation will be contacted to schedule an oral presentation/demonstration.
- B. After each oral presentation/demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the oral presentation/demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information provided during the oral presentation/demonstration.
- C. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the 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 proposal with the price most advantageous to the University and highest value as shown on the *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Highest dollar value to the University

B = Second (third, fourth, etc.) highest dollar value.

C = Maximum Points for highest dollar value

D = Total Cost Points Received

### 3.4 **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
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

### 3.5 **NEGOTIATION AND AWARD PROCESS**

#### A. Negotiations

1. If the University so chooses, it may conduct discussions for the purposes of negotiation or clarification.
2. Negotiation is optional and conducted at the sole discretion of the University
3. Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible of being selected for award or in serial fashion beginning with the highest-ranked prospective supplier. The negotiation process may be repeated until the University awards a contract, gives notice of anticipation to award, or until the University decides to conclude negotiations. The University may elect to request best and final offers.

#### B. Anticipation to Award

1. Once the anticipated successful supplier has been determined, the anticipated award will be posted on the UA Little Rock bid website.
2. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective suppliers and agencies are cautioned that these are only anticipated awards and are subject to protest.

#### C. Issuance of Contract

1. Any resultant contract of a solicitation is subject to University review and approval processes, which may include Board of Trustees or Legislative review prior to award.

### 3.6 **PROSPECTIVE SUPPLIER'S ACCEPTANCE OF EVALUATION TECHNIQUE**

The submission of a *Technical Proposal Packet* signifies the Prospective Supplier's understanding and agreement that subjective judgments will 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 forwarded to:  
University of Arkansas at Little Rock  
ATTN: Accounts Payable  
2801 South University Avenue  
Little Rock, AR 72204
- B. Any 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. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
  - ii. To indemnify, defend, or hold harmless any party for any liability and damages
  - iii. To pay damages, legal expenses or other costs and expenses of any party
  - iv. To conduct dispute resolution in a place other than Pulaski County, Arkansas
  - v. 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. That is inconsistent with the General Contractual Requirements or Standard Terms and Conditions stated in this RFP.
- C. The University of Arkansas at Little Rock may contract with another party:  
To accept the risk of loss of property and pay for any destruction, lost or damage of the property while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the property 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 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.

#### **4.7 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.

#### **4.8 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 twenty (20) working days; and in the event the Supplier fails to remedy such failure or default within the twenty (20) 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.

#### **4.9 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; no contract shall contain any provision to the contrary.

#### **4.10 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 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.

**4.13 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.

**4.14 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.

**4.15 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 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 award of 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 proposals 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 bidder with the highest score and that the University deems will best serve the interests of the University.
- 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.

**5.6 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.

**5.7 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.

**5.8 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.

**5.9 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.

**5.10 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.

**5.11 DEBRIS REMOVAL**

All debris must be removed from the University after construction is complete..

**5.12 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.

**5.13 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.

**5.14 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.

**5.15 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.

**5.16 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 bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

**5.17 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.

**5.18 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)

**5.19 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.

**5.20 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.

**5.21 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.

**5.22 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.

**5.23 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".

**5.24 CONTRACT INFORMATION**

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

**5.25 GROUND LEASE TERMS**

In addition to customary ground lease provisions and other terms and conditions referred to in this RFP, the ground lease shall include at a minimum terms providing substantially the following:

(A) Neither Lessor nor any trustee, officer, employee or agent of Lessor shall be personally liable with respect to any of the terms, covenants, conditions and provisions of this Lease, or the performance of Lessor's obligations under this Lease. Any remedy against Lessor shall be limited to Lessor's interest in the Premises.

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(B) Lessee shall indemnify Lessor against any and all claims, losses or liabilities arising from or related to Lessee's development, use or occupancy of the Premises.

(C) Lessor shall have no obligation to indemnify Lessee against any claim, loss or liability that is not caused by an act or omission of Lessor. Lessor does not maintain general or commercial liability insurance and will not agree to do so in connection with this lease.

(D) Each contractor engaged by Lessee for construction exceeding \$50,000 shall be required to obtain a payment and performance bond in an amount no less than the contract amount.

(E) Lessor is entitled to sovereign immunity. Any claims against Lessor shall be brought in the Arkansas Claims Commission. Lessor does not agree to arbitration or to the jurisdiction of any court.

(F) Lessee shall maintain property and liability insurance for coverages and in amounts to be negotiated prior to lease execution, but in all events to include at a minimum all risk property damage insurance for the leased property and improvements, commercial general liability and worker's compensation insurance. The required limits shall be periodically adjusted during the term of the lease to account for inflation.

(G) Neither Lessor's interest in the leased property, nor any other property of Lessor, shall be subjected to a lien or other mortgage.

(H) The rights of the holder of any leasehold mortgage, including any right to an extension of time, to cure defaults, or to extend the terms of the lease, shall be no greater than the rights granted Lessee under the lease.

(I) Events of default triggering termination of the lease shall include failure of Lessee to complete development and construction within a time period negotiated by the parties and failure to develop and maintain the development in accordance with standards of operation, appearance and safety to be negotiated in the lease.

(J) The University anticipates that the lease will prohibit certain uses traditionally excluded in leases for high quality commercial property located adjacent to a university campus.