



# Procurement Services

University of Arkansas at Little Rock

2801 S. University Ave., Little Rock, AR 72204-1099 | (O) 501.916.3144 | (F) 501.916.3425

## REQUEST FOR PROPOSAL (RFP)

SOLICITATION INFORMATION			
<b>Solicitation Number:</b>	<b>FB-24-020</b>	<b>Solicitation Issued:</b>	11/20/2023
<b>Description:</b>	Fire and Intrusion Alarm Monitoring and Annual Testing		

SUBMISSION DEADLINE FOR RESPONSE			
<b>Bid Opening Date:</b>	December 15, 2023	<b>Bid Opening Time:</b>	2:00 p.m., CST
<p>Bid submissions <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	
<b>Delivery Address:</b>	<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>
<b>Bid's Outer Packaging:</b>	<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			
<b>Buyer:</b>	Jen Crosland	<b>Email Address:</b>	jcrosland@ualr.edu

## Section 1 - General Information

*Do not respond to items in this section unless specifically and expressly required*

### 1.1. Purpose

UA Little Rock seeks to enter a Fire and Intrusion Alarm Monitoring and Annual Testing Service Agreement to be executed in accordance with the most recent standards set forth by the National Fire Protection Agency (NFPA 72 and 101) and applicable State of Arkansas Fire Protection Codes by one (1) certified contractor with qualified experience.

### 1.2. About UA Little Rock

The University of Arkansas at Little Rock (or the university) is a regional, state-supported metropolitan research university that operates independently within the University of Arkansas System providing access to 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 mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant 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 [ualr.edu/about/](http://ualr.edu/about/).

### 1.3. Non-Mandatory Pre-Bid Meeting

Please join us via Zoom on December 1, 2023 at 1:00 PM CST for a pre-bid meeting.

Zoom Registration Link:

<https://ualr-edu.zoom.us/j/85688602263?pwd=THRIbkFEWlIPRDRwdHpzK1Q3c3dSZz09>

Meeting ID: 856 8860 2263

Passcode: 724338

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

The pre-bid meeting is used to review the specifications with all interested parties. The issuing buyer will note any questions asked during the meeting, which will be answered on **December 12, 2023**.

### 1.4. Live Bid 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 Registration Link: <https://UA Little Rock-edu.zoom.us/j/88399796713>

Meeting ID: 883 9979 6713

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 the announcement of names of respondents and a preliminary determination of proposal responsiveness. Attendance at the solicitation opening is not required.

**1.5. Schedule of Events**

Event Description	Date
Release of RFP	<b>November 20, 2023</b>
Pre-Bid Meeting	<b>December 1, 2023</b>
Questions from Bidders due	<b>December 6, 2023</b>
Answers to questions posted*	<b>December 12, 2023</b>
Bid Deadline/ Bid Opening	<b>December 15, 2023</b>
Evaluation complete*	<b>January 10, 2023</b>
Recommended award submitted for legislative approval*	<b>January 10, 2023 - January 19, 2024</b>
Final legislative review*	<b>TBD February 2024</b>
Award Commences*	<b>TBD March 2024</b>

*Table A*

\*Anticipated Dates.

**1.6. Type of Contract**

As a result of this RFP, UA Little Rock intends to award a contract to a single supplier. By submitting a signed proposal in response to this RFP, the prospective supplier represents and warrants that they will honor their proposal as being held open and irrevocable after this period.

- 1.6.1. The anticipated starting date for any resulting contract is **March 2024**. The university may adjust the contract start date for up to three calendar months.
- 1.6.2. The initial term of a contract will be for three (3) years. Upon mutual agreement by the supplier and university, the contract may be renewed by UA Little Rock for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

**1.7. University Contract Administrator**

Shawn Bayouth, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.

- 1.7.1. The Contract Administrator shall:
  - 7.1.1. Manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
  - 7.1.2. Work with the Supplier throughout the contract term.
  - 7.1.3. Transmit all instructions, questions, approvals, and special requests concerning the contract.
- 1.7.2. The Contract Administrator may designate other University personnel to assist with the administration of the contract.

**1.8. Clarification of Solicitation**

Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.

- 1.8.1. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
- 1.8.2. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- 1.8.3. Prospective suppliers may contact the buyer with non-substantive questions before the proposal opens.
- 1.8.4. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.
- 1.8.5. 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 their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.

**1.9. Definition of Terms**

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- 1.9.1. The words "bidder," "proposer," "consultant," "Contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- 1.9.2. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- 1.9.3. "Shall" and "Must" mean the imperative and are used to identify requirements.
- 1.9.4. "Requirement" signifies a requirement of the proposal and that supplier's agreement to and compliance with that item is mandatory.
- 1.9.5. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- 1.9.6. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- 1.9.7. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
- 1.9.8. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- 1.9.9. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
- 1.9.10. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays.

1.9.11. "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

*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.*

1.9.12. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Little Rock, AR time.

1.9.13. "State" means the State of Arkansas.

### **1.10. Technical Response Packet**

1.10.1. Printed responses should be formatted no larger than 8.5in x 11in, limited to 10 double-sided pages, fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed.

1.10.2. Responses must be submitted in the English language.

1.10.3. The Technical Response Packet should be marked "Original" and include the following:

- Signed Proposal Signature Page
- Signed Proposed Subcontractors Form, if applicable
- Exceptions Page, if applicable
- Response to the Information for Evaluation.
  - Responses to the Information for Evaluation and Exceptions sections must not contain the prospective supplier's name or any other identifiers, including, without limitation, names of staff members, projects, and addresses.
- Other documents and information expressly required in this solicitation.

The following items, which must be submitted before a contract award to the prospective supplier, may also be included with the prospective supplier's proposal.

1. [EO 98-04: Contract and Grant Disclosure Form](#)
2. Copy of prospective supplier's Equal Opportunity Policy
3. Voluntary Product Accessibility Template (VPAT), if applicable.
4. Prospective suppliers are encouraged to complete UA System [supplier registration](#) at <https://ualr.edu/procurement/suppliers/>.

### **1.11. Financial Proposal Packet**

1.11.1. The Financial Proposal Packet, including the hard copy and electronic copy, must be submitted separately from the Technical Proposal Packet and should be clearly marked.

1.11.2. All pricing must be proposed in U.S. dollars and cents.

1.11.3. Failure to submit Financial Proposal Packet in a separate, clearly marked, and sealed envelope may result in disqualification.

### **1.12. Additional Submission Requirements and Recommendations**

1.12.1. In addition to the original Technical Proposal Packet and the Financial Proposal Packet, the following items should be submitted:

- One (1) complete hard copy (marked "COPY") of the Technical Proposal Packet.
- One (1) PDF copy of the Technical Proposal Packet on a flash drive.

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- One (1) PDF copy of the Financial Proposal Packet on a flash drive.
- If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
  - All additional copies must be identical to the original hard copy. In case of a discrepancy, the original hard copy shall govern.
- One (1) redacted (marked "REDACTED") copy of the original Technical Proposal Packet, preferably on a flash drive. (See Proprietary Information in Standard Terms and Conditions.)

**Do not** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## **SECTION 2 – SPECIFICATIONS**

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

### **2.1 INTRODUCTION**

With campuses located in Southwest and Downtown Little Rock, UA Little Rock has approximately 55 buildings, 50 of which have fire and/or security alarm panels or keypads, which may protect both occupied and unoccupied buildings. The University requires annual alarm inspection and testing services in addition to fire and security alarm monitoring, generally, to meet NFPA Section 72 and 101 standards and comply with current State of Arkansas Fire Prevention Codes and rulings.

### **2.2 CURRENT ENVIRONMENT AND LOCATIONS**

UA Little Rock maintains the Raymond Rebsamen campus at 2801 S. University Ave (“Main Campus”), the William H. Bowen School of Law at 1201 McMath Ave., and the Center for Arkansas History and Culture at 407 President Clinton Ave, #202, which itself constitutes a single building of the total number. There is typically one (1) main fire alarm panel per building, though some locations have crosstrips to adjunct buildings, and many have multiple subpanels. Six (6) locations have intrusion alarm security panels and keypads, and six (6) locations service approximately 40 panic button alerts. All existing fire and security alarm sensors/equipment are owned by UA Little Rock. See **Appendix A** for a list of specific locations, as well as alarm makes and models. Nearly all panels and sensors currently transmit data wirelessly via cellular dialers. Approximately 95% of all locations utilize DMP cellular dialing units.

Because most buildings owned by the university are occupied during normal business hours, successful bidders will be required to perform work in a manner not disruptive to working conditions or student life. The selected Contractor will be expected to work in conjunction with the Director of Environmental Health & Safety to achieve this wherever possible and/or schedule services outside operating hours for a given space.

### **2.3 EXPERIENCE AND QUALIFICATIONS**

- A. Bidders must be qualified through the Arkansas State Police and licensed by the State of Arkansas under A.C.A § 17-40-101 as a Class E Unrestricted business and their representatives as Alarm systems agents, technicians, and/or alarm systems monitors according to the type of work performed by each individual employee under these terms.
- B. Responding companies are required to maintain a minimum of five (5) years experience in the field as evidenced by licensing credentials provided by the State of Arkansas to either the company, generally, or the constituent members of a company’s board of directors, according to A.C.A § 19-11-272.

### **2.4 SCOPE OF WORK AND RESPONSIBILITIES**

#### **A. Equipment and Installation:**

1. The Contractor may be required to furnish and maintain cellular dialers if the existing equipment is incompatible or unusable under the offered system or service for all affected fire and/or security panels, panic buttons, door contacts, and glass breakages as necessary to allow for monitoring.
2. All costs related to the Contractor’s software/hardware compatibility and any future updates shall be the responsibility of the Contractor.
3. UA Little Rock does not accept responsibility for costs related to hardware/software malfunction where such hardware/software is owned in whole or part by the Contractor.

**B. Alarm Monitoring:**

1. The selected Contractor shall provide twenty-four (24) hour monitoring services (24/7/365) for fire and intrusion alarm systems on protected UA Little Rock properties (See **Appendix A** for a list of specific locations).
2. Fire alarm monitoring and notification are to be compliant with NFPA 101, Section 9.6.4.2 central station monitoring requirements, and all other applicable State and Local codes (e.g., fire alarm systems required for any occupancy must be equipped to transmit notification of a fire alarm or other emergency, etc).
3. Selected Contractor shall notify appropriate UA Little Rock personnel upon activation of an alarm(s) regardless of whether the campus or building is considered 'open'.
4. Failure to notify appropriate UA Little Rock personnel immediately upon the registration of an alarm may be grounds for default. Penalties for failing to contact UA Little Rock may be accrued.
5. In the event of an alarm being registered, the Contractor shall contact appropriate UA Little Rock Department of Public Safety (DPS) personnel and other entities as appropriate (e.g. fire department) according to UA Little Rock fire & security procedures (provided by the Director of Environmental Health and Safety and DPS, respectively).
6. Upon request, the Contractor shall research issues as they arise related to the communication of an alarm event and, if necessary, shall meet with UA Little Rock either in person or via telephone or video conference call regarding troubleshooting, corrective actions, and error resolution.

**C. Alarm Inspection and Testing**

1. Contractor shall inspect and test alarms, panels, sensors, and all other related alarm/sensor/monitoring equipment, as necessary to maintain the system in good working order.
2. Approval from Facilities Management must be received prior to beginning site work in or on any UA Little Rock campus locations.

**D. Annual Fire Alarm Testing**

1. Contractor shall be responsible to inspect and test each location annually, both fire and panic alarms.
2. Annual inspections and testing shall consist of cleaning and adjusting of all system components, verifying all sensor activation and communication to the central station.
3. The Contractor shall perform all work in such a manner as not to inconvenience building occupants.
4. Testing shall typically be conducted on weekdays between 8:00 A.M. and 5:00 P.M. central time during UA Little Rock's normal working conditions and activities, in the least disruptive manner.
5. Contractor shall maintain all test records.
6. Contractor shall provide copies of said test records to UA Little Rock upon testing completion and/or request, and provide hangtag certification of testing on alarm panels.
7. UA Little Rock may request periodic testing on different areas/equipment as needed, for additional (ad-hoc) charges.

**E. Ad-hoc Repairs:**

1. The Contractor will provide services and equipment additional to the scope of this contract on an as-needed basis, by approval of UA Little Rock via purchase order or other appropriate procurement method, to repair components of the system not directly related to monitoring technology wherever feasible.



**F. Security Officer Personnel**

1. UA Little Rock maintains its own security personnel (DPS), thus the Contractor shall not be required to provide its own security officer personnel response.
2. In the event of a security or panic alarm being registered, the Contractor shall contact appropriate UA Little Rock Department of Public Safety (DPS) personnel and other departments (e.g. fire department) according to UA Little Rock security procedures as provided by DPS.

**G. Alarm Pad Access Codes**

1. Contractor shall have the ability to assign, change, and disable access codes (Contractor controlled and/or via "Self-Help" website or app) as needed for UA Little Rock employees.
2. Multiple UA Little Rock employees may be assigned alarm pad access codes.
3. Alarm pad and panel access codes should function across campus and not be restricted to a specific building.

**H. Additional Requirements**

1. The Contractor shall secure and pay for all permits, inspections, and licenses necessary, if any, for the execution of work.
2. The Contractor (or subcontractor) shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the appropriate time frame.
3. The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state and federal codes.
4. The Contractor's staff shall consist of licensed and qualified technicians who are completely familiar with the products and equipment they shall use.
5. The following conduct is unacceptable for the vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background 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. All supplier employees working on the UA Little Rock campus are to undergo and pass background checks before performing service to any UA Little Rock owned and operated location.
7. The supplier shall warrant that they shall only assign employees who have passed a criminal background check to perform work under this contract. The background checks shall demonstrate the worker has no convictions or pending criminal charges that would render the worker unsuitable. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.
8. The supplier warrants they will only send employees who have passed a background check(s).
9. Supplier agrees to defend, indemnify and hold harmless UA Little Rock, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty.
10. The most common minimum background check does the following:
  - i. Social Security Trace
  - ii. County Level Criminal Search (in all counties as found by the Trace)
  - iii. National Sex Offender Search Statewide Criminal
  - iv. National Criminal Database Federal Criminal
  - v. State Sexual Offender Search
  - vi. Motor Vehicle Report
11. UA Little Rock Contracting Officer(s) may require the Contractor to replace such employees that UA Little Rock deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the contract is deemed to be contrary to the public interest or inconsistent with the best interest of security.

12. Contractor employees or employees of Contractor representatives or subcontractors ("Contractor Staff") shall check in at Facilities Management Operation Center prior to performing work at any UA Little Rock campus location. Check-in includes initiating contact with a UA Little Rock staff member, signing logbook, and obtaining a UA Little Rock ID lanyard.
13. The Contractor or their staff shall at no time represent themselves as employees or agents of UA Little Rock or the State of Arkansas.
14. While on UA Little Rock property, Contractor's staff will be supervised and directed by appropriate staff at UA Little Rock, however such staff are at no time considered employees of either UA Little Rock or the State of Arkansas.
15. The Contractor and its staff shall observe all regulations or special restrictions in effect at the location being serviced.
16. Any Contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by UA Little Rock. In the event UA Little Rock approves the use of a subcontractor, the Contractor shall be directly responsible for subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

## **2.5 INVOICE AND BILLING PROCEDURES**

- A. Prior to commencing any work, the contractor must receive a purchase order from the university.
- B. Billing and invoices must be sent electronically to sbayouth@ualr.edu.
- C. The invoice must reference the Purchase Order number.
- D. The invoices will be reviewed collectively by the contractor and the university for accuracy thereby ensuring prompt payment.
- E. Payment shall be made in accordance with standard university procedures.
- F. UA Little Rock may add or remove locations from the list of buildings to be monitored at any time, within existing contract terms.
- G. Billing for any added or removed buildings should be prorated from the date monitoring begins or ends for that location.
- H. Annual or semi-annual billing is acceptable.
- I. Ad-hoc repair services shall be invoiced separately from monitoring service invoices. All repair invoices shall contain detailed descriptions of location, parts pricing, labor charges, and tax as well as a purchase order (PO) number, where available.

## **2.6 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.

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- 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	Supplier adheres to all standard terms, conditions, solicitation terms and conditions, and all articles of RFP	May be cause for termination of contract.
Scope of Services	Supplier shall demonstrate a consistent pattern of satisfactorily meeting stated services.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university may request up to a 10% discount. Repeated failure without resolution may result in contract termination.
Response Time	Supplier shall respond to initial requests within 48 university working hours or two (2) business days.	Failure to meet the standard will result in a negative Supplier Performance Report. If more than 3 instances occur in a quarter, the university may request up to a 10% discount. Continued failure without resolution may result in contract termination.

**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 Proposal Packets that do not meet submission requirements may be disqualified and may not be evaluated.
- B. The UA Little Rock Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on the prospective supplier’s response to the Information for Evaluation section included in the Technical Proposal Packet.
- C. 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 or exceeds the requirements and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics.	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

Table C

- D. After individual evaluations are complete, the Evaluation Committee will meet to discuss their ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
- E. After the committee discusses their individual scores as a group, each member will have the opportunity to change their initial individual scores, if they feel that is appropriate.
- F. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the consensus score for each proposal.
- G. Other agencies, consultants, and experts may also examine documents at the discretion of the university.

**3.2. INFORMATION FOR EVALUATION**

- A. The Information for Evaluation section has been divided into subsections. Items and questions have each been assigned a maximum point value of five (5).
- B. Each subsection is weighted according to its significance as determined by the university. The total point value for each subsection is reflected below as the Maximum Raw Score Possible.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
E.1 Experience	25	35%	245
E.2 Method and Approach	25	35%	245
E.3 Risk	20	20%	140
E.4 Interview	10	10%	70
<b>Total Technical Score</b>	<b>80</b>	<b>100%</b>	<b>700</b>

*Table D*

\*Subsection's Weighted Percentage x Total Weighted Score = Maximum Weighted Score Possible.

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 subsection

D = Weighted Score received for subsection

Supplier's weighted scores for subsections will be added to determine the Total Technical Score for the Proposal.

Responses that do not receive a minimum weighted score **450 or higher** may not move forward in the solicitation process. The pricing for proposals that do not move forward shall not be scored.

**3.3. ORAL PRESENTATION/DEMONSTRATION SCORE**

- A. The three 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 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.

**3.4. COST SCORE**

When pricing is opened for scoring, the maximum cost points will be given to the proposal with the lowest price, as shown on the Official Solicitation Price Sheet. (See Grand Total Score for maximum points possible on the Financial Proposal.)

The number of cost points given to the remaining proposals 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
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**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. Based on the ranking of the proposals, the university may move forward in discussions with those responsible prospective suppliers determined to be reasonably susceptible of being selected for award. (See Award Process.)

	<b>MAXIMUM POINTS POSSIBLE</b>
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

*Table E*

**3.6. DISCUSSIONS**

Arkansas Procurement Law allows discussions with responsible offerors whose proposals have been determined to be reasonably susceptible to being selected for award. UA Little Rock reserves the discretion and the right to engage in discussions to the fullest extent permitted under Ark. Code Ann. § 19-11-230 and procurement rules. After an initial evaluation, UA Little Rock may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Suppliers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

**3.7. 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: Shawn Bayouth  
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 the 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 the person signing the 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, the 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 the 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 a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file a 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 thereunder and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be canceled, 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.