



University of Arkansas – Pulaski Technical College
Purchasing | Campus Center Building, 3rd Floor, Suite 318
3000 West Scenic Drive | North Little Rock, AR 72118

UNIVERSITY OF ARKANSAS
PULASKI TECH

REQUEST FOR PROPOSAL
Bid Solicitation Document

SOLICITATION INFORMATION			
Bid Number:	RFP-25-008R	Solicitation Issued:	January 24, 2025
Description:	Campus Website Hosting		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	February 27, 2025	Bid Opening Time:	3:00 p.m., Central Standard Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, vendors are responsible for submitting proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids."			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	University of Arkansas – Pulaski Technical College ATTN: Purchasing Campus Center Building, 3 rd Floor, Suite 318 3000 West Scenic Drive North Little Rock, AR 72118 Vendors are responsible for delivering their proposal documents to the University of Arkansas – Pulaski Technical College before the scheduled bid opening time. 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. Prospective vendors shall assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If the outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

UA-PULASKI TECHNICAL COLLEGE CONTACT INFORMATION			
Buyer:	Amanda Kennedy	Buyer's Direct Phone Number:	501-812-2307
Email Address:	akennedy@uaptc.edu	Main Number:	501-812-2200
Website:	https://uaptc.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 **PURPOSE**

The purpose of this RFP is to enter into a contract with a company to build web templates and incorporate the templates into the CMS structure as part of a new website redesign project. The plan should enable the University Of Arkansas-Pulaski Technical College (UA-PTC) to reach enrollment goals, enhance the current student experience, engage alumni, inform key stakeholders, and help build a positive image of the College through its website.

1.2 **ISSUING OFFICER**

The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid-related matters should be made through the buyer. For question submission procedures see section 1.9 Clarification of RFP and Questions.

1.3 **TYPE OF CONTRACT**

- A. This contract is a term contract that will be awarded to a single vendor.
- B. The term of this contract **shall** be for three (3) years. Upon mutual agreement by the vendor and UA – PTC, the contract may be renewed for up to four (4) additional one-year terms. The total contract term shall not be more than seven (7) years. The vendor recognizes that extensions will maintain original terms and conditions as stated in this RFP, unless otherwise mutually agreed upon prior to execution.
- C. The anticipated starting date for the contract is **May 15, 2025**.

1.4 **BID OPENING LOCATION**

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

University of Arkansas – Pulaski Technical College
Purchasing | Campus Center Building, 3rd Floor, Suite 318
3000 West Scenic Drive
North Little Rock, AR 72118

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.

1.5 **DEFINITION OF REQUIREMENT**

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

1.6 **DEFINITION OF TERMS**

- A. The buyer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.
- D. The terms “University”, “College” and “Institution” all refer to University of Arkansas – Pulaski Technical College, otherwise listed as “UA-PTC.”

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 signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*, if applicable. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. Recommended Options Form
 - a. The Recommended Options form included in the Technical Proposal Packet allows Prospective Contractors to identify any recommended options or optional service ideas that may benefit the UAPTC that were not included in the Requirements and the proposed solution.
4. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form.
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Combined Certification Form

B. Official Solicitation Price Sheet

1. Vendor's original pricing proposal **must** be submitted in hard copy format, one (1).
2. Vendor **must** also submit one (1) electronic copy of the pricing proposal, on a flash drive, preferably in PDF.
3. The pricing proposal, including the hard copy and electronic copy, **must** be included in the Technical Proposal Packet and should be clearly marked as "Pricing".
4. Prices must be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or shall not be subject to escalation.

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

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

1. Additional Copies of the *Technical Proposal Packet*
 - a. Five (5) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. One (1) electronic copies of the *Technical Proposal Packet*, on a flash drive, 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 **ORGANIZATION OF RESPONSE DOCUMENTS**

A. Vendor's proposal should include the following information in the order specified. If the vendor fails to provide any of the information, the College may, at its sole option, ask the vendor to provide the necessary information, evaluate the proposal without the missing information, or consider the proposal to be non-responsive.

B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.

1. **Introductory Cover Letter**. Include contact names and email addresses who will be the point of contact during the RFP process.
2. **Proposal Signature Page** (exhibit A)
 - **Acknowledgement of any Addenda** issued that modifies, supplements, or interprets any portion of this RFP. This RFP shall be modified only by an addendum written and authorized by the College.
 - The College reserves the right to issue an addendum no less than three (3) calendar days prior to the bid opening to extend the bid opening and may or may not include changes to the RFP.
 - All addenda so issued shall become part of the specification and bid documents.
3. **Exceptions**. List any specifications, requirements, terms, conditions, and provisions in the RFP that the vendor will NOT conform to.
4. **Equal Opportunity Policy**.
5. **EO-98 Grant & Disclosure Form**. Required for contracts \$25,000 and greater.

6. **Executive Summary.** Summarize how the Vendor's organization and its proposed solution(s) can best meet the current and future service needs at the College. Include in this summary a discussion of the advantages and advances you would bring this project as response to the RFP.

8. **Complete Client List.** Provide a list of accounts including (3) current customers that have used your website hosting services with similar operational requirements including Company Name, address, and phone number

1.9 CLARIFICATION OF RFP AND QUESTIONS

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by **3:00 p.m.**, Central Time on or before **Thursday, February 6, 2025**, to the buyer as shown on page one (1) of this Bid Solicitation.
1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the University. The University's consolidated written response is anticipated to be e-mailed to vendors and posted to the Procurement Services website by the close of business on **Tuesday, February 11, 2025**.
- B. Vendors may contact the buyer with non-substantive questions before the bid opening.
- C. No oral statement by the University is part of any contract resulting from this solicitation and may not be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.

1.10 PROPOSAL SIGNATURE PAGE

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

1.11 AGREEMENT AND COMPLIANCE PAGES

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

1.12 PRE-BID MEETING AND SITE EVALUATION REQUIREMENT

- A. No Pre Bid Meeting or Site Evaluation Needed

1.13 FINANCIAL CONSIDERATION PROPOSAL PRICING

- A. Vendor(s) **must** include all pricing on the Official Solicitation Price Sheet. Any cost not identified by the successful vendor but subsequently incurred to achieve successful operation **shall** be borne by the vendor.
- B. To allow time to evaluate proposals, financial proposals **must** be valid for 120 days following the bid opening.
- C. Failure to complete and submit an Official Solicitation Price Sheet **shall** result in disqualification.
- D. All proposal pricing **must** be in United States dollars and cents.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A single prospective contractor **must** be identified as the prime contractor. Subcontractors will be allowed.
- B. The Vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of UA-PTC.
- C. The Contractor **shall** give UA-PTC immediate notice, in writing, by certified mail of any action which, in the opinion of the Contractor, may result in litigation related in any way to the contract or UA-PTC.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor 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 vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 **PROPRIETARY INFORMATION**

- A. UA-PTC 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-PTC 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-PTC will assess the validity of said claim in advance of any release.
- D. Under no circumstances will pricing information be designated as confidential.
- E. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The prospective contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

1.17 **CAUTION TO VENDORS**

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

1.18 **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 **may** 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.
- D. The bidder is responsible for ensuring proper receipt of all addenda by checking the posting location prior to the proposal opening.

1.19 **AWARD PROCESS**

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

1.20 **MINORITY BUSINESS POLICY**

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
 - Woman-owned

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

1.21 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the vendor'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. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(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.

1.23 PUBLICITY

Vendor agrees that it shall not publicize this agreement or disclose, confirm, or deny any details thereof, to third parties, 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-PTC to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

1.25 SCHEDULE OF EVENTS

ID	Event Description	Date
1	Release of RFP	January 24, 2025
3	Questions from Bidders due	February 6, 2025: 3:00 pm CST
4	Answers to questions posted/e-mailed	February 11, 2025
5	RFP Submission deadline	February 27, 2025; 3:00 pm CST
6	Presentations*	March 11, 2025
7	Evaluation Complete	March 13, 2025
8	Award of Agreement	March 17, 2025
9	Award Commences	May 15, 2025

*Actual Date – times will be determined upon receipt of qualified proposals.

SECTION 2 – PROPOSAL REQUIREMENTS

2.1 **INTRODUCTION AND BACKGROUND**

This Request for Proposal (RFP) is to enter into a contract with a company to host UA-PTC's website. This includes building web templates and incorporating them into the CMS structure as part of a new website redesign project. The goal is to increase campus attributes and enhance the overall experience for prospective and current students, employees, alumni, and stakeholders while building a positive and rewarding image for UA-PTC.

The vendor must provide excellent service to the university and have an outstanding reputation in their field. The contract will be awarded to the vendor who best satisfies the University's needs. The successful vendor will also provide periodic reporting and updates.

University of Arkansas—Pulaski Technical College is an integral part of the Arkansas Technical and Community College System maintained by the State of Arkansas. The college is governed by the University of Arkansas System Board of Trustees and a seven-member Board of Visitors, appointed by the governor. It derives its support from student tuition and fees and legislative appropriations.

UA—Pulaski Tech is a comprehensive two-year college that offers associate degrees, certificate programs, and non-credit programs for students who plan to transfer to four-year colleges and universities and/or for career preparation and advancement.

2.2 **General Requirements**

The objective is to enter into a contract with a **Development Partner** to build web templates and incorporate the templates into the CMS structure as part of a new website redesign project. UA-PTC is working with a website redesign partner to redesign the new website. Design files will be provided to the development partner.

The development partner is to provide all back-end development and implementation (e.g., server configuration, template creation, module customization, migration plan, content entry, etc.).

The development partner will provide UA-PTC with 20GB of hosting space for files not housed in the CMS. The webspace will be accessible by UA-PTC's Webmaster via file transfer protocol (FTP).

Throughout the website implementation, the contractor shall meet with the Vice Chancellor for Enrollment Management & Student Life, the Webmaster, and other necessary parties to assess and research the needs and then coordinate the development, implementation, and management of the College's website.

Preferred CMS Features:

- Ability to create interactive forms in the CMS to be used on the website with the ability to send multiple receivers the submitted content.
- Ability to create directory profile pages for faculty and staff. (i.e., the ability to add a pic, name, title, dept, bio, education, office location, phone, email, and certification badges earned. Example: <https://uaptc.edu/directory/dr.-vondra>)
- CMS provides the ability to choose HTML/code view when adding/updating content.
- Ability to create re-directs (i.e., ability to point several pages to one URL).
- Ability to add keywords/descriptions for each page for site search use.

Preferred Add-on Features:

- Chatbot implementation

A. Experience/Qualifications

1. Mission and values that support institutions of higher education.
2. Years of experience providing successful website implementation and hosting services to multiple higher education institutions.
3. Knowledge and familiarity with implementing website architecture and sitemaps related to student services, academic program offerings, and other promotions related to higher education, as well as institutional processes and policies.
4. Knowledge of Americans with Disabilities ACT and Section 504.
5. Access to resources, including research, around emerging new technologies for higher-education website

hosting and execution.

B. Capacity to Perform Services Requested

The prospective contractor shall provide a written narrative showing how the vendor proposes to satisfy the requirements listed by the college. The language of this narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action. Staffing, operations, and all factors leading to a successful operation should be included. This narrative should be a clear operational plan for how the vendor plans to meet the requirements of the University, including the following:

1. Demonstrate proficiency in developing and implementing websites specific to higher education that serve as an effective recruitment, retention, and marketing tool.
2. Demonstrate expertise with server configuration, template creation, module customization, migration plan, content entry, etc.
3. Demonstrate proficiency and creativity in developing and implementing websites that provide a strong user interface, excellent navigation, responsive design, and intuitive content that can be leveraged for Site Engine Optimization (SEO) and data analytics purposes.
4. Assignment of an upper-level manager to serve as a broker and provide oversight throughout the partnership in consultation with the UA-PTC VC of Enrollment Management and the Webmaster.
5. Assist the College in determining an acceptable budget needed to execute all elements of back-end development and implementation for the website, including staffing and costs of deliverables.

2.3 INSURANCE REQUIREMENTS

- A. The vendor shall maintain liability insurance and file certificates of insurance with the University annually and prior to the agreement's commencement date.
- B. Insurance policies shall be written by a company or companies authorized to do business in Arkansas.
- C. Failure to file certificates or acceptance by the University, which does not indicate the specified coverage, shall not relieve the contractor of their responsibility for maintaining adequate insurance.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table 1: Performance Standards identify expected deliverables, performance measures, or outcomes and define the acceptable standards a vendor must meet to avoid damage assessment.*
- B. The University may be open to negotiations for Performance Standards prior to the 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 contract term, should it be in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor to establish standards that are achievable.
- D. All changes to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards shall continue throughout the contract term.
- F. Failure to meet the minimum Performance Standards shall result in damage assessment.
- G. In the event a Performance Standard is not met, the vendor 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 vendor that hindered the performance of services. In these instances, the University **shall** have the final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, the vendor **shall** follow the direction of the University regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Adherence to University Requirements	Reference standard terms, conditions, and all articles of RFP	This may be cause for termination of the contract.
Scope of Services	Reference Scope of Work and Objectives of RFP; Description; Overview; and Proposal Requirements	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.

SECTION 3 –SELECTION

3.1 **TECHNICAL PROPOSAL SCORE**

- A. The buyer 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.
1. UAPTC may conduct cost checks based on the cost submitted by each Prospective Contractor on the completed pricing response.
 - A. Prospective Contractors submitting Responsive Proposals with a proposed cost that falls **twenty-five percent (25%)** or more from the average submitted cost may be asked to justify their submitted cost.
 - B. Should the Buyer request clarification and/or additional information regarding cost, Prospective Contractors **shall** provide clarification and/or additional information as specified by the request.
- B. The UA – PTC Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on the vendor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet* and the pricing submitted by the Prospective Contractor.
1. Cost information will be provided to the members of the Evaluation Committee (Evaluators) to allow them to determine which proposal(s) is the most advantageous to the State.
 2. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table B: Scoring Table*.

TABLE B: SCORING TABLE

SCORE	DESCRIPTION
10	The response provides metrics clearly establishing that the Prospective Contractor is reliable and capable of fully performing the required services.
5	The response provides metrics suggesting that the Prospective Contractor’s level of performance may be acceptable, but it does not clearly establish that the Prospective Contractor is reliable and capable of fully performing the required services.
0	The response provides metrics clearly establishing that the Prospective Contractor is unreliable and incapable of fully performing the required services.

3. After initial individual evaluations, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be given a chance to discuss their rating for each evaluation criterion.
4. 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.
5. 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.
6. Other agencies, consultants, and experts may also examine documents at the discretion of the University.

C. Prospective Contractors submitting Responsive Proposals will be contacted by the Buyer to schedule an interview.

1. Prospective Contractors **shall** attend the interview as scheduled by the Buyer.
2. Evaluators will complete an Individual Score Worksheet for each interview. Evaluation will be based on Prospective Contractor's responses to questions presented during the interview individual scoring for each interview will be based on the Scoring Descriptions in Table B.
3. During a final consensus meeting, after all interviews are complete, Evaluators will have the opportunity to discuss the interviews and change their individual interview scores on the Consensus Scoresheet, if they feel that is appropriate.
 - a. The final individual scores of the Evaluators will be recorded on the Consensus Scoresheets and averaged to determine the group or consensus score and rank for each proposal.
4. Should UAPTC receive only one (1) Responsive Proposal, UAPTC may forgo the interview portion of the evaluation if the proposal has received the Maximum Weighted Score Possible for the Experience, Solution, and Risk subsections.
 - a. In this scenario, the proposal would automatically receive the maximum weighted score possible for the interview subsection.

B. Should UAPTC request clarification and/or additional information Prospective Contractors' responses, Prospective Contractors **shall** provide clarification and/or additional information as specified by UAPTC.

C. The Buyer will submit responses and pricing received from the interviewed Perspective Contractors, along with the Evaluation Committee's recommendation to the Department for review and approval to move into Discussions.

3.2 INFORMATION FOR EVALUATION

A. The *Information for Evaluation* section has been divided into subsections.

1. Each subsection has been assigned a maximum point value of ten (10) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each subsection according to its significance.

INFORMATION FOR EVALUATION SUBSECTIONS	MAXIMUM RAW POINTS POSSIBLE	SUBSECTION'S WEIGHTED PERCENTAGE	* MAXIMUM WEIGHTED SCORE POSSIBLE
Experience	10	20%	140
Solution	10	30%	210
Risk	10	20%	140
Interview	10	30%	210
Total Technical Score	40	100%	700

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

B. The proposal's weighted score for each subsection 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 subsection

C = Maximum Weighted Score possible for subsection

D = Weighted Score received for subsection

C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

3.3 **Cost Score**

- A. When the financial consideration is opened for scoring, the maximum number of cost points will be given to the vendor with the highest financial consideration, as shown in the Financial Proposal.
- B. The amount of financial consideration points given to the remaining vendors will be allocated by using the following formula:

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

- A = Highest Financial Consideration
- B = Second (third, fourth, etc.) Financial Consideration
- C = Maximum Points for highest consideration
- D = Total Financial Consideration Points Received

3.4 **GRAND TOTAL SCORE**

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

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

3.5 **EXPLANATION OF THE SUBSECTIONS OF THE TECHNICAL PROPOSAL**

A. Experience

1. The Experience subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their experience, technical capability, and understanding of UAPTC's specific needs.
2. Prospective Contractors should identify expertise in the form of a claim and provide relevant experience to support each claim.
3. Prospective Contractors should use verifiable metrics (number of accounts, size of accounts, years of experience, customer satisfaction ratings) to support each claim.

B. Solution

1. The Solution subsection included in the *Technical Proposal Packet* allows Prospective Contractors to differentiate themselves based on their proposed solution and/or approach to solve UAPTC's specific needs.
2. Prospective Contractors should provide a high-level overview of the Prospective Contractor's proposed solution and/or approach to services using the Requirements outlined in the RFP.
3. Proposed solutions should be non-technical and include the Prospective Contractor's recommendations for meeting the objectives and Requirements of the RFP.
4. Additional service options and recommendations above and beyond those included in proposed solution should be included in the *Recommended Options Form*.

C. Risk

1. The Risk subsection included in the *Technical Proposal Packet* allows Prospective Contractors to identify and prioritize major risks that they reasonably foresee could potentially prevent or impair the Prospective Contractor's delivery of the solution as offered in the proposal or to otherwise fail to meet UAPTC's desired outcome, specifications, and performance standards, and how they will mitigate, manage, and/or minimize each risk listed.

- a. Prospective Contractors should include sources, causes, or actions that are both within and beyond the control of the Prospective Contractors that they reasonably foresee may cause cost increases, delays, amendments, or dissatisfaction to UAPTC.
- b. Risks should be described in simple, clear, and non-technical terms.
- c. Prospective Contractor should explain how the Prospective Contractor will mitigate, manage, and/or minimize each risk listed.
 - i. The Documented Performance cell should include details such as how many times any identified risk was previously mitigated and the impact on the Prospective Contractor's performance in terms of time, cost, and client satisfaction.

D. Interview

- 1. The Interview will allow Prospective Contractors to further demonstrate their experience in providing the services outlined in the RFP.
 - a. Each Prospective Contractor meeting the Submission Requirements will be contacted by the Buyer to schedule an interview. Prospective Contractors **shall** attend the interview as scheduled by the Buyer.
 - b. Prospective Contractors **shall** identify one (1) Project Lead at the time of interview confirmation who **shall** attend the interview as part of the evaluation process.
 - c. The Evaluation Committee will interview the Prospective Contractor's identified Project Lead using a pre-determined set of interview questions. Follow up questions may be asked based on responses given by the Project Lead.

3.6 DISCUSSIONS

- A. UAPTC will move forward into Discussions with the responsible Prospective Contractor(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- B. Discussions may be conducted with the highest-ranking Prospective Contractor based on the Grand Total Score for each proposal or with multiple Prospective Contractors reasonably susceptible of being awarded a contract.
- C. Should UAPTC choose to engage in Discussions with the highest-ranking Prospective Contractor, the Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
 - 1. Should the Department determine, through the Discussions process, that the Prospective Contractor's solution, approach, timelines, deliverables, expectations of UAPTC, or a combination thereof make the Prospective Contractor no longer reasonably susceptible of being awarded a contract, the Department may abandon Discussions with that Prospective Contractor through a written justification, and may proceed to additional rounds of Discussions with the next highest-ranking Prospective Contractor.
- D. Should UAPTC choose to engage in Discussions with multiple Prospective Contractors contemporaneously, each Prospective Contractor invited to participate in Discussions **shall** provide all documents required during Discussions.
 - 1. Should a Prospective Contractor not provide the required documents within timeframes requested by the Buyer or choose not to engage in the Discussions process, the Prospective Contractor's proposal will be considered withdrawn and will not be subject to further consideration in the Solicitation process.
- E. If Discussions necessitate material revisions of proposals, each responsible Prospective Contractor reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal for the purpose of submitting a best and final offer.
- F. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** provide the following documents to UAPTC:
 - 1. A detailed scope of work clearly identifying the Prospective Contractor's understanding, implementation, and performance of services required in this RFP, including all activities required by the Contractor and all activities expected by UAPTC/Participating Entities
 - 2. A Risk Management Plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the Risk Plan submitted in the Prospective Contractor's *Technical Proposal Packet*
 - 3. A proposed financial summary, including:

- a. The completed pricing response and *Recommended Options Form* submitted in the Prospective Contractor's *Technical Proposal Packet*
 - b. A proposed payment schedule
- 4. Proposed project management and reporting templates
- G. During the Discussions Kick Off Meeting, the Prospective Contractor **shall** address questions and/or concerns UAPTC may have to the satisfaction of UAPTC.
- H. During Discussions, the Prospective Contractor **shall** revise the discussions documents until agreement is made and UAPTC has provided final approval.
 - 1. The Prospective Contractor **shall** attend follow up Discussions meeting as determined necessary by the UAPTC. Reasonable effort will be made to accommodate scheduling conflicts.
- I. During Discussions, the Prospective Contractor **shall** present a final draft of the Discussions documents to the UAPTC, including, at minimum:
 - 1. A summary of all plans and scope of work developed during the discussions process and mutually agreed upon by UAPTC and the Prospective Contractor
 - 2. A detailed scope of work clearly identifying the Prospective Contractor's implementation and performance of services required in this RFP, including all provisions negotiated and agreed upon by UAPTC and the Prospective Contractor since the Discussions Kick Off Meeting
 - 3. Description of deliverables in terms of simplified metrics
 - 4. The Risk Management Plan
 - 5. Project management and reporting templates
 - 6. Financial summary, including:
 - a. The completed pricing response submitted in the Prospective Contractor's *Technical Proposal Packet*
 - b. A list of agreed upon and accepted recommended options (with impact to price)
 - c. A payment schedule
 - d. Contact information for the Prospective Contractor's key personnel
- J. During Discussions, the Prospective Contractor **shall** present the final drafts of the items and **shall** summarize the coordination and planning completed during the discussion process.
- K. Once approved by UAPTC, final drafted documents will become part of the resulting contract.
- L. The Prospective Contractor may determine which key personnel will attend the Discussions meetings.

3.7 ANTICIPATION TO AWARD

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.
 - 1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.
- B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- C. A contract resulting from this Solicitation is subject to UAPTC review and approval processes prior to award, which may include Legislative review.

3.8 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

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 – Pulaski Technical College
ATTN: Vice Chancellor for Finance
3000 West Scenic Drive
North Little Rock, AR 72118
- B. Payment will be made according to applicable UA–PTC (UA Pulaski Technical College) accounting procedures upon acceptance by UA–PTC.
- C. UA – PTC may not be invoiced in advance of delivery and acceptance of any service. Payment will only be made after the Contractor has successfully satisfied UA-PTC regarding the services rendered.
- D. Vendors should invoice UA–PTC with an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice, if applicable.

4.2 CONTRACT INFORMATION

- A. The University of Arkansas – Pulaski Technical College may not contract with another party:
 - i. For a period, 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 delinquent 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 contract provision which violates the laws or constitution of Arkansas.
- B. A party wishing to contract with the University of Arkansas – Pulaski Technical College 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. Included in its contract are 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 – Pulaski Technical College 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 vendor **shall** always 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 vendor **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 vendor.

4.4 STATEMENT OF LIABILITY

- A. UA – PTC 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 Vendor **shall** be required to retain total liability until the deliverables have been accepted by the “authorized UA – PTC official.”
- C. At no time will UA – PTC be responsible for or accept liability for any Vendor-owned items.

4.5 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with accepted principles of accounting and as specified by UA – PTC policies. Upon request, access **will** be granted to UA – PTC, 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 – PTC 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 PRICING

Price increases shall not automatically be implemented annually. Price increase must be requested and approved by the University. The University reserves the right to require justification for the increase.

4.7 CONFIDENTIALITY

- A. The vendor, vendor’s subsidiaries, and vendor’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.

4.8 TIME OF PERFORMANCE

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

4.9 DEFAULT

- A. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Vendor 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 Vendor 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 affect or relieve vendor 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.

4.10 INDEMNIFICATION

Under Arkansas law, the University of Arkansas–Pulaski Technical College may not enter into a covenant or agreement to hold a party harmless or 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.

4.11 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 thirty (30) days written notice of such termination to the vendor.
- 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 Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.13 INDEPENDENT VENDOR STATUS

- A. Vendor 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 Vendor'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 Vendor 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. Vendor 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 Vendor or the University, unless required by law.

4.17 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.

4.18 CANCELLATION

- A. Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel.
- B. Cause for the University to cancel shall include, but is not limited to, costs 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 (about 4 and a half weeks) 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 vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

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.

4.20 CONDITIONS OF CONTRACT

The successful Vendor **shall** always 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.

4.21 AWARD RESPONSIBILITY

The University of Arkansas–Pulaski Technical College will award any resulting contract. UA
– PTC shall be responsible for the administration of any resulting contract.

4.22 NEGOTIATIONS

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

4.23 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. Samples: Samples or demonstrations, 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.
- D. 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 proposal or 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 (about 4 months) 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.
- B. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- C. A written purchase order or contract award e-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 vendor in whole or part without the written consent of the University.

5.6 ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be always subject to inspection and test 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.

5.7 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.

5.8 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.

5.9 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 vendor and would have the same effect on all vendors.

5.10 CANCELLATION

Any contract or item award may be canceled for cause by either party by giving thirty (30) days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, costs 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 thirty (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 vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

5.11 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 are part of the bid packet and should be considered.

5.12 ALTERNATE BIDS

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

5.13 BID OPENINGS

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

5.14 DEBRIS REMOVAL

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

5.15 LACK OF FUNDS

UA – PTC 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 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.

5.16 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 vendor.

5.17 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 – PTC Accounts Payable accountspayable@uaptc.edu.

5.18 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 (about 4 months) from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

5.19 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 has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

5.20 VARIATION IN QUANTITY

UA – PTC assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified.

5.21 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 - PTC and the State and shall be kept confidential, used only as expressly authorized and returned to UA – PTC at the contractor's expense. Commodities must be properly identified by description when returned.

5.22 PATENTS OR COPYRIGHTS

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

5.23 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.

5.24 OTHER REMEDIES

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

5.25 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.

5.26 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-PTC 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.

5.27 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 – PTC will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this RFP must be addressed to UA - PTC Purchasing, 3000 West Scenic Drive, North Little Rock, AR 72118, (501) 812-2307, or akennedy@uaptc.edu

5.28 PROPRIETARY INFORMATION

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

5.29 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.

5.30 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.

5.31 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (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 Vendor 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.

5.32 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".

5.33 CONTRACT INFORMATION

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

SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____
Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____

SECTIONs 3, 4, 5 – VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements shall cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: _____

Use Ink Only.

Printed/Typed Name: _____ **Date:** _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____
 Yes No

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Bot ?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

Reset Form

Print Form



COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date



UNIVERSITY OF ARKANSAS
PULASKI TECH

Purchasing Department

3000 West Scenic Drive

North Little Rock, AR 72118

(501)-812-2200 Fax (501)-812-2393

19-11-104. Equal Opportunity Policy.

Any entity or person bidding on a state contract, responding to a request for proposals regarding a state contract, responding to a request for qualifications regarding a state contract, or negotiating a contract with the state for professional or consulting services to submit to the Office of State Procurement of the Department of Finance and Administration the most current equal opportunity policy of the entity or person.

(b) The office and a state agency shall require a copy of the most current equal opportunity policy of an entity or person to be filed with the office or state agency for public inspection as a condition precedent to:

- (1) Accepting a letter of intent, bid, proposal, or statement of qualification with regard to a state contract from the entity or person; or
- (2) Entering negotiations with the entity or person for a professional or consulting services contract with the state.

The following is to be completed by any business or individual prior to entering into a contract with UA – Pulaski Technical College. (Check appropriate box)

_____ EO Policy Attached (Mandatory, if available)

_____ Checking this box indicates that no Equal Employment Opportunity Policy is available by the business or individual. And, it constitutes a formal declaration that no Equal Employment Opportunity Policy is available for the undersigned business or individual.

Business Name or Individual: _____

Title: _____ Date: _____

Signature of Authorized Agent: _____