

**AGENDA FOR MEETING OF BOARD OF TRUSTEES  
OF  
UNIVERSITY OF CENTRAL ARKANSAS  
ON  
JANUARY 23, 2012  
AT  
2:00 P.M.  
BOARD OF TRUSTEES CONFERENCE ROOM – WINGO HALL**

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**Mr. Bobby Reynolds –Chair  
Mr. Victor Green – Vice Chair  
Mrs. Kay Hinkle – Secretary  
Ms. Elizabeth Farris  
Mr. Rush Harding, III  
Mr. Brad Lacy  
Mr. Scott Roussel**

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. MINUTES OF THE DECEMBER 16, 2011 MEETING**

**IV. INTRODUCTIONS/ANNOUNCEMENTS**

**A. Newly Appointed Board Members**

**B. Statement of Financial Interest – due January 31**

**V. REPORTS**

**A. Board Meeting Dates for 2012**

**B. SEM Works**

**C. Higher Learning Commission Report – report from committee working on monitoring report due to HLC by May 1, 2012**

**D. Master Plan – Report by WEC, Architects – Mr. Eldon Block**

**VI. ACTION AGENDA**

- A. Clarification of Compensation for President Courtway**
- B. Board Procedures for 2012**
- C. Approval of Contracts/Plan of Action for Data Recovery Plan**
- D. “UCA Board of Trustees Fund” – Board Policy No. 607**

**VII. OTHER BUSINESS**

- A. Ten-Year Budget Information Book**
- B. Rendering of CRMC/UCA Nursing Building**

**VIII. ADJOURNMENT**

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### **III. MINUTES**

Minutes of the December 16, 2011, Board meeting, which can be found on UCA's web site, were distributed to Board members for review prior to the January 23, 2012, Board meeting.

## **VI. ACTION AGENDA**

### **A. Clarification of Compensation for President Courtway**

Based on discussions with the President and in order to clarify certain matters related to his compensation, the following resolution is proposed:

**“BE IT RESOLVED: That from and after December 16, 2011, through June 30, 2012, the salary of Tom Courtway, as President of the University of Central Arkansas, shall be the annualized sum of \$162,578, to be paid pursuant to the normal payroll practices and procedures of the University of Central Arkansas; and this amount shall be considered salary in all respects, and he shall not receive any other stipends, amounts, etc. from the University; and all payroll and personnel records of the University of Central Arkansas shall reflect the foregoing.**

**“BE IT FURTHER RESOLVED: That President Courtway shall be entitled to be reimbursed for usual and customary expenses (such as vehicle mileage, parking expenses, meals, etc.) authorized by the State of Arkansas as any other employee of the University of Central Arkansas”**

## VI. ACTION AGENDA

### B. Procedure for Items on “Action Agenda”

The agenda for each meeting of the Board of Trustees usually includes several items for “action” by the Board. This is the “action agenda,” and it is during the “action agenda” when the Board approves various changes to University policy or takes other official action of the University.

After review of procedures of the meetings and discussion with the administration, the Chair has determined that for this calendar year (2012), a new procedure should be considered for this part of the Board’s agenda.

The purpose of the proposed change is to increase involvement by the various campus groups in discussion of any matter proposed for action by the Board of Trustees.

The new procedure would provide the three campus groups (Faculty Senate; Staff Senate; and Student Government Association) the opportunity to ask questions of the Administration prior to the vote by the Board on any particular “action agenda” item.

This new procedure for each item on the “action agenda”, if instituted, would be as follows:

- Presentation to the Board of Trustees by the appropriate vice president or other university official.
- Questions/comments from members of the Board of Trustees
- Questions, if any, from the Presidents of the Faculty Senate, Staff Senate and Student Government Association to the members of the UCA administration
- Discussion by members of the Board of Trustees
- Action by the Board of Trustees on the item before the Board

Based on discussions with the administration, this new procedure does not require any change to an existing Board of Trustees policy. However, the Chair of the Board recommends that the full Board review and approve the procedure before it is put into effect. This will allow the Board to understand the new procedure and ask questions about its implementation before it is utilized.

Therefore, the Chair recommends to the Board of Trustees, the following resolution:

**“BE IT RESOLVED, that for each item on the “action agenda” of all meetings of the University of Central Arkansas Board of Trustees for calendar year 2012, the procedure and format set forth above in the explanation to this item be followed, and that on each item presented, that the representatives of the UCA Faculty Senate, UCA Staff Senate and UCA Student Government Association, be provided the opportunity to ask questions, if any, to representatives of the UCA administration on each item prior to the vote by the Board of Trustees.”**

## **VI. ACTION AGENDA**

### **C. Approval of Contracts/Plan of Action for Data Recovery Plan**

The University needs a backup, off-site operation for data and data recovery in the event of a fire, natural disaster or other event, which would cause the on-campus data operation (housed in the basement of Burdick Hall) to cease operation. The recent power outage (in November, 2011) made this very clear.

For at least the last two years, the failure to have a data recovery backup plan has been noted in the University's annual audit by the Arkansas Division of Legislative Audit. This is often referred to as the inadequacy of the campus' technology disaster recovery plan. A large part of the deficiency is the lack of a redundant site if the main data center is compromised. Those applications, which are deemed critical for business continuity and protection of the revenue stream, must be identified and protected in the redundant site.

In November, 2011, a task force was formed to review the problem and propose a solution to the deficiency. The members of task force included (a) Jack Gillean, Chief of Staff; (b) Diane Newton (Vice President for Finance and Administration); (c) Dr. Jonathan Glenn (Chief Information Officer); (d) Larry Lawrence, Director of the Physical Plant; and (e) Larry James, Chief of Police.

After discussion and evaluation, the task force discussed solving two problems. One is the best short-term solution, if possible, and the second is a longer-term solution.

Several options were evaluated, including:

1. Partnering with another institution of higher education in the State of Arkansas, which utilizes "Banner", the software operating system used by the University;
2. Partnering with city or county departments;
3. Off-site management (Cloud);
4. The former ADEM property (i.e. the bunker) now owned by the University;
5. Partnering with local technology company.

The task force has met several times and based on a recent meeting with the President, makes the following recommendations (both short-term and long-term):

- Bids were opened on January 6, 2012, for the purchase of equipment necessary for the redundancy of the campus' main administrative software application, Banner. This equipment will continue to be used in the permanent site along with additional equipment purchased at a later time. One bid was received, in the amount of approximately

\$268,000. The administration requests authority to enter into this contract with Fidelity Information Service. Copies of the bid documents are attached.

- In addition to the purchase of the equipment, an architect and engineering firm will need to be retained to develop plans for a long-term solution. The administration requests authority to enter into a contract with one of the on-call architectural firms to develop plans for the permanent move (set forth below).
- On a short-term basis, the administration will decide no later than February 15, 2012, whether or not to have the back-up location in Stanley Russ Hall, or if possible with another institution of higher education in Arkansas. Once this is decided, the Board will be notified of the location.
- Finally, the task force has recommended to the President that the long-term off-campus site be the bunker (former ADEM property owned by the University). The administration asks for approval to proceed with the securing of equipment and making ready the permanent redundant site, which may include laying fiber, renovations of the site, initiating memorandums of understanding/contracts with partners and purchasing equipment. Although no formal plans have been developed, the estimated cost to renovate the bunker site is approximately \$400,000, and the total cost to develop and implement the plan (including the costs for equipment previously identified in this write-up) is approximately \$1,500,000.
- The estimated costs at this time may be summarized as follows:
  - Approximately \$450,000 for fiber and installation;
  - Approximately \$450,000 for equipment (including the \$268,000 for equipment from Fidelity Information Service);
  - Approximately \$400,000 for renovations to bunker facility; and
  - Approximately \$200,000 for A&E and contingency

Therefore, the President recommends to the Board of Trustees the following resolution:

**“BE IT RESOLVED: That the administration is authorized to proceed with the purchase of equipment from Fidelity Information Service to utilize in the data recovery operation;**

**BE IT FURTHER RESOLVED: That the Board of Trustees approves using the “bunker” as the facility to house the off-campus data operation;**

**BE IT FURTHER RESOLVED: That the administration is authorized to hire and retain architects and engineers for such permanent project; and in addition, is authorized to enter into any contracts necessary to order and purchase cable, conduit or other materials to have such off-campus site be located at the “bunker” on South Donaghey Avenue in Conway, Arkansas;**

**BE IT FINALLY RESOLVED: That once the plans and specifications for changes to the facility or any other matters related thereto are developed, appropriate contracts may be entered into by the University, but if in excess of \$250,000, shall be brought back before the Board of Trustees for review and action.”**

**BID TABULATION SHEET**

Bid Number: UCA-12-160 Description: IBM Hardware and Software

Bid Time & Date: 2:00 p.m. January 5, 2012

University of Central Arkansas  
 Purchasing Department  
 McCastlain Hall 101  
 Conway, AR 72035

Bidder:	IBM Hardware and Software	Services for planning, implementation, configuration and testing	Additional Expenses		
Complete Computing Little Rock, AR	No Bid	No Bid	No Bid		
FIS Little Rock, AR	\$244,093.00	\$5,000.00	None		

Signature \_\_\_\_\_ Date \_\_\_\_\_

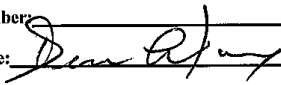
**UNIVERSITY OF CENTRAL ARKANSAS  
INVITATION FOR "SEALED COMPETITIVE BID"**

**Submit Bids To:** Purchasing Department  
University of Central Arkansas  
McCastlain, Room 101  
201 Donaghey Avenue  
Conway, AR 72035

The University of Central Arkansas invites your company to provide sealed bids for IBM related hardware, software and support to be utilized by the UCA Department of Information Technology.

<b>Date Issued:</b> December 21, 2011	<b>Bid Number:</b> UCA-12-160
<b>UCA Contact Person:</b> Cassandra McCuicn-Smith	<b>Bid Closing Date:</b> January 5, 2012
<b>Phone Number:</b> 501-450-3173	<b>Bid Closing Time:</b> 2:00 p.m.
<b>Fax Number:</b> 501-450-5020	<b>Type of Contract:</b> Firm
<b>Invoice To:</b> University of Central Arkansas	<b>Contract Period:</b>
Attn: Accounts Payable, Wingo Hall	<b>Delivery Period:</b> Vendor to state delivery time
201 Donaghey Avenue	<b>F.O.B. Destination</b>
Conway, AR. 72035	

**Bid submittals must be properly marked with the Bid Number, bidders return address, Phone number, fax number and submitted prior to the Closing Date and Time listed above.**

<b>Company Name:</b> <u>FIS</u>	<b>Contact Person:</b> <u>Dennis LeDoux</u>
<b>Address:</b> <u>4001 Rodney Parham</u>	<b>Phone Number:</b> <u>501-220-7013</u>
<u>Little Rock, AR 72212</u>	<b>Fax Number:</b> _____
_____	<b>Signature:</b> <u></u>
_____	<b>Title:</b> _____

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID QUOTE.**

**Special Terms and Conditions:**

This is an IBM XIV Gen3 6 module configuration consisting of 72 2TB drives 55TB usable. 144GB memory, 6 CPU, Fiber channel ports (8) 8Gbps and 6 iSCSI ports 1Gbps. Three year all software, software maintenance, Hardware support inclusive.

Shipping is inside delivery and if necessary lift gate service must be included in total price.

NO SUBSTITUTIONS, ONLY THE BRAND AND PRODUCT NUMBER REFERENCES HEREIN WILL BE ACCEPTED. IN THE EVENT THAT A PRODUCT NUMBER HAS CHANGED IT IS TO BE NOTED ON THE BID DOCUMENT.

**UCA-12-160  
SPECIFICATIONS AND PRICING SUBMISSION FORM**

Product	Description	Qty
2812-114	IBM XIV Storage System Model GEN3	1
0018	AAS SW order indicator	1
0030	Base unit indicator	1
0035	Retail unit indicator	1
0100	UNIX Host Attachment	1
0101	Linux Host Attachment	1
0102	Windows Host Attachment	1
0103	VMware Host Attachment	1
0806	6 module initial capacity	1
1125	2TB Interface Module	3
1126	2TB Data Module	3
9101	Modem	1
9811	US/CA/LA/AP 60A pin cord	1
9890	Single phase power	1
Product	Description	
5608-R13	IBM Tivoli Storage FlashCopy Manager Reg 3 Yr	1
0001	Per Terabyte (1-12) SW S&S 3 Year Registration	4
5608-W07	IBM Tivoli Storage FlashCopy Manager V3.1	1
0001	Per Terabyte (1-12) with 1 Year SW S&S	4
5639-XX3	IBM XIV Storage System Software Reg: 3Yr	1
0003	Per Storage Device SW MAINT 3Y Reg	6
5639-YYB	IBM XIV Software V11.0.1	1
0001	IBM XIV SW Drawer 2TB drives	6
5005	Preinstall	1
5809	Supply feature	1
2498-B24	IBM System Storage SAN24B-4 Express	1
2808	8 Gbps SW SFP Transceiver 8-Pack	3
7200	8-Port Activation	2
	Serial: 00108709T This is an MES to enable 1 additional 8 pack	
2498-B24	IBM System Storage SAN24B-4 Express	1
2808	8 Gbps SW SFP Transceiver 8-Pack	3
7200	8-Port Activation	2
	Serial: 00108709R This is an MES to enable 1 additional 8 pack	

Cost of the above Hardware and Software: \$ 244,093.00

IBM services to provide an end to end solution that includes planning, implementation, configuration and testing. Provide hourly cost not to exceed 40 hours:

\$ 5,000.00

Additional expenses: \$ none

"Note any additional expenses that your company will charge the University, any additional expenses not noted on this bid request will not be paid by the University".

PLEASE NOTE TAXES HAVE NOT BEEN INCLUDED.

## STANDARD TERMS AND CONDITIONS (IFBs)

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.
2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.
3. **BID SUBMISSION:** Bids must be submitted to the Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.
6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.
7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
9. **GUARANTY:** All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, 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 for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.
10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.
11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.
13. **TAXES AND TRADE DISCOUNTS:** Do not include state sales tax. However, other local county, city, or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.
14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE: Firm Contract:** A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. **Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.
15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.
16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.
17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Purchasing Department. Packing memoranda shall be enclosed with each shipment.
18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Purchasing

Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

**19. VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

**20. UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

**21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

**22. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

**23. ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

**24. LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

**25. DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employment practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

**26. ETHICS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University.

**27. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

**28. ANTITRUST:** As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

**29. ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to UCA that the technology provided to UCA for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**30. CANCELLATION:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will 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. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

**31. ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Purchasing Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

**32. SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

33. **WORK FOR HIRE:** All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

## VI. ACTION AGENDA

### D. “Board of Trustees Fund” - Board Policy No. 607

In 1995, the University of Central Arkansas Board of Trustees created a separate fund known as the “Board of Trustees Endowment Fund.”

Since that time, the fund has been used for various projects and expenses of the University. There is not, however, any specific statement in the policy on the source or revenues, nor is there is any specific provision on the balance of the fund. It has been increased and decreased without any formal action by the Board of Trustees.

In addition, several years ago the policy was amended to provide the Chair of the Board with the discretion to allocate up to \$25,000 in any year for projects without the necessity of Board action.

After review and discussion between the administration and the chair of the Board, it has been determined that several revisions should be made to the policy. A revised policy is attached.

The changes may be summarized as follows:

- The name of the fund will be the “Board of Trustees - University Improvement Fund.” This is a change from the initial name, and is also a revision from the existing name – “Board of Trustees Fund” - which was done administratively a few years ago.
- Beginning July 1, 2012, the fund will be capped at \$200,000. (Prior to the December, 2011, meeting of the Board of Trustees, the fund contained approximately \$633,000. At that meeting, the Chair allocated the \$25,000 to three projects, and the Board also approved certain expenditures for the Office of Internal Audit of approximately \$70,000-80,000.)
- The fund will only be used for specific purposes set forth in the revised Board policy.
- The fund will only be replenished from auxiliary revenues.
- The Chair’s \$25,000 discretion is retained.

In addition to the revisions to the policy, the administration proposes (based on discussions with various parties) that the sum of \$25,000 be transferred to Baum Art Gallery in memory of Dr. Harold Chakales, a member of the Board of Trustees who died on December 13, 2011.

Any remaining amounts in the fund, after those expenditures and leaving the \$200,000 balance to begin the next fiscal year, shall be transferred or re-allocated as the Board of Trustees shall direct prior to the start of the next fiscal year (July 1, 2012).

Therefore, the Chair of the Board of Trustees and the President recommend to the Board of Trustees, the following resolution:

**“BE IT RESOLVED: That Board Policy No. 607 shall be amended as set forth on the attached Policy No. 607 and as described in the previous explanation;**

**BE IT FURTHER RESOLVED:** That in addition, the sum of \$25,000 shall be withdrawn from the fund and transferred to Baum Gallery in memory of Dr. Harold Chakales;

**BE IT FURTHER RESOLVED:** That commencing July 1, 2012, the beginning balance of such fund each fiscal year shall be the sum of \$200,000; and

**BE IT FINALLY RESOLVED:** That any amounts in excess thereof shall be transferred or re-allocated by appropriate resolution of the Board of Trustees of the University of Central Arkansas to be adopted prior to July 1, 2012.”

**UNIVERSITY OF CENTRAL ARKANSAS  
BOARD POLICY**

Policy Number: 607

Subject: UCA Board of Trustees Fund - University Improvement Fund

Date Adopted: 08/95 Revised: 01/2012

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The University of Central Arkansas Board of Trustees Fund is hereby established. The fund will contain only those monies that are recommended by the president and specifically designated by the UCA Board of Trustees.

The purpose of the fund is to provide long term support for scholarships and other university operations; therefore, the University is prohibited from spending any portion of the principal. Expenditures from the fund's income will require approval by the Board of Trustees. However, \$25,000 of the Fund, not to exceed 5% of the beginning balance, may be spent at any time at the Chair's discretion without Board approval.

**Establishment of the Fund:** There is hereby established on the books of the University of Central Arkansas a fund to be known as the "Board of Trustees - University Improvement Fund."

**Purpose of the Fund:** The purpose of the fund is to provide support for university projects and educational programs as the Board of Trustees, from time-to-time, may direct consistent with the mission of the University of Central Arkansas and all provisions of Arkansas law.

**Amount of the Fund/Use of Auxiliary Revenues:** From and after July 1, 2012, it shall consist of not more than Two Hundred Thousand Dollars (\$200,000). This amount shall be budgeted for each fiscal year, and to the extent that on the last day of a fiscal year, the balance is less than \$200,000, the administration is directed to use revenues from auxiliary operations of the University to ensure that the fund balance for the next fiscal year is \$200,000. At no time shall the balance of the Fund be more than \$200,000.

**Withdrawals from the Fund:** It is the express intent of the Board of Trustees that monies in this fund shall only be used for (a) capital projects as approved by the Board of Trustees, or (b) such other projects, undertakings or expenses which the Board of Trustees deems to be in the best interests of the University of Central Arkansas and consistent with the overall educational mission of the institution. Such withdrawals under (a) and (b) shall require the affirmative vote of a majority of the members of the Board of Trustees.

In addition to the foregoing withdrawals from the fund, each calendar year the Chair of the Board shall have the authority, without the necessity of Board approval, to direct the withdrawal of not more than Twenty-five Thousand Dollars (\$25,000). Such withdrawal may be in increments or at one time, and shall be in writing, be placed in the permanent records of the

University and shall be provided to the other members of the Board of Trustees. Any such withdrawals under this authority shall be consistent with the provisions of (a) and (b) above.