UNIVERSITY OF CENTRAL ARKANSAS
PURCHASING OFFICE
2125 College Avenue
Suite 2
CONWAY, AR 72034

REQUEST FOR PROPOSAL

Strategic Planning Consulting Services
RFP#UCA-15-074

PROPOSALS MUST BE RECEIVED BEFORE:
1:30 P.M. Central Time on Thursday, March 12, 2015

Proposal Delivery Address:
University of Central Arkansas
Purchasing Dept.
2125 College Avenue, Suite 2
Conway, AR 72034

Proposal Opening Location:
University of Central Arkansas
Purchasing Dept.
2125 College Avenue, Suite 2
Conway, AR 72034
REQUEST FOR PROPOSAL
SIGNATURE CERTIFICATION PAGE

Proposal Number: UCA-15-074  Buyer: Cassandra McCuien-Smith
Description: Strategic Planning  Bid Opening Date: March 12, 2015
Date: February 5, 2015  Bid Opening Time: 1:30 P.M. CST

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL PACKAGE AND ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE PROPOSAL NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER’S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN “NO BIDS” TO THE UNIVERSITY OF CENTRAL ARKANSAS PURCHASING OFFICE.

Company Name: ___________________________________________________________
Name (Type or Print) _________________________________________________________
Title: ___________________________________________________________
Address: ___________________________________________________________
Telephone Number: ______________________ Fax Number: _________________________
E-Mail Address: ___________________________________________________________

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

___________________________________________________________
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: ___________________________________________________________________
10.0 Mission, Role, Scope and History

Mission, Vision, and Core Values

Vision

The University of Central Arkansas aspires to be a premier learner-focused public comprehensive university, a nationally recognized leader for its continuous record of excellence in undergraduate and graduate education, scholarly and creative endeavors, and engagement with local, national, and global communities.

Mission and Core Values

The University of Central Arkansas, a leader in 21st-century higher education, is committed to excellence through the delivery of outstanding undergraduate and graduate education that remains current and responsive to the diverse needs of those it serves. The university’s faculty and staff promote the intellectual, professional, social, and personal development of its students through innovations in learning, scholarship, and creative endeavors. Students, faculty, and staff partner to create strong engagement with the local, national, and global communities. The University of Central Arkansas dedicates itself to academic vitality, integrity, and diversity.

In carrying out this mission, the university is guided by the following core values:

Intellectual Excellence

We believe in lifelong intellectual development of students, faculty, and staff. We are committed to the free pursuit of knowledge and continuous growth in learning and teaching.

Educated Citizens: We believe in student success and in preparing students to engage complex issues and express informed opinion through critical thinking, writing, and speech. Given our institution’s historical roots in teacher education, this foundation inspires all of our colleges to work together to ensure our faculty and students promote instructional excellence and lifelong learning.

Scholarship: We believe that students and faculty should engage in professional development and scholarly endeavors that promote the creation and application of knowledge in all disciplines.

Cultural Competence: We believe that students should experience cultural activities as they grow in their appreciation for the diversity of ideas and peoples, both inside and outside the classroom.
**Learning Environment:** We believe that an outstanding physical infrastructure, along with a culture of excellence in all of our endeavors, provides an environment in which our students and faculty can thrive personally and intellectually. We further believe in providing state-of-the-art learning spaces.

**Community**

We value and respect as our greatest asset the people who make up our community—students, faculty, and staff, as well as the people connected to us through ties to our local community and region, the state of Arkansas, our nation, and the world. That is, we believe people are the focus of our institution.

**Collegiality:** We believe in processes of shared decision making based on productive synergistic interactions among our students, faculty, and staff, and disciplines in the pursuit of institutional goals.

**Partnerships:** We are dedicated to promoting outreach activities, community education, and partnerships with surrounding entities. We believe in collaborating with the citizens of our region, the state, the nation, and the world as well as those organizations and constituents with whom we work.

**Safe and Healthy Environment:** We promote a safe, healthy, and sustainable environment where our community members can flourish personally and socially as whole beings with obligations to improve their environment.

**Service:** We believe in sharing our academic and cultural resources and expertise with the public, educational institutions, businesses, cultural centers, and public and non-profit agencies, when appropriate. We work to enable students to integrate into the larger world to promote a commitment to public service through experiential education. Faculty and staff serve our state and local constituents by sharing their energy, talents, and experience.

**Diversity**

We are dedicated to attracting and supporting a diverse student, faculty and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, socioeconomic background, sexual orientation, physical ability, political affiliation, and intellectual perspective.

**Recruitment and Retention:** We actively pursue and seek to retain a diversified student body, faculty, and staff.

**Support:** We maintain the highest academic quality and ensure that our programs remain innovative and responsive to the ever-changing and diverse needs of those we serve.
**Knowledge:** We seek to enhance interaction and understanding among diverse groups and cultivate enriched learning opportunities in a global community.

**Integrity**

We are committed to ethical and responsible behavior in our own actions and to developing the same commitment in our students, thus fostering individuals who will have the skills, knowledge, and ability to engage positively with a diverse and changing world. Our commitment extends to all levels of our campus to foster a climate of ethical conduct, respect, responsibility, and trust.

**Ethics:** We believe in acting with honesty, courage, and trustworthiness.

**Respect:** We support a community and climate of respect and thoughtfulness among students, faculty, staff, and the people of our community, state, nation, and the world.

**Responsibility:** We commit to being responsible and accountable in our operations at all levels of the institution, including continuous assessment of our academic programs and transparency in our fiscal and operational proceedings.

**Trust:** We value and continually seek to earn the public’s trust in all of our actions and words.

–Adopted by the UCA Board of Trustees, May 6, 2011

**University of Central Arkansas History**

The Arkansas State Legislature created The Arkansas State Normal School (now known as UCA) in 1907. The purpose of The Arkansas State Normal School was to properly train students to become professional teachers and rid Arkansas of haphazard schoolteachers. Classes began in 1908 with nine academic departments, one building on 80 acres, 107 students and seven faculty members. Two faculty members taught in two departments and President Doyne taught pedagogy and Latin.

In 1925, Arkansas State Normal School became known as Arkansas State Teachers College. The change in names accurately reflected the main program of instruction and mission of the institution. Arkansas State Teachers College was known for decades as the premier teacher training college in the State of Arkansas.

By 1967, the mission of Arkansas State Teachers College had changed. Though teacher training was still an important part of the institution’s mission, other fields began to expand in liberal arts studies and in the emerging field of health care. To recognize the institution’s existing academic diversity another name
change was in order. In January 1967, Arkansas State Teachers College became State College of Arkansas.

President Silas Snow, who championed the name change in 1967, organized State College of Arkansas along university lines in preparation for still yet another name change. State College of Arkansas grew rapidly and offered an ever-widening range of degree programs. By January of 1975, Snow’s efforts were realized as the State Department of Higher Education recommended State College of Arkansas be known as The University of Central Arkansas (UCA).

Today, the University of Central Arkansas has more than 10,000 students, over 400 full time faculty, 75 undergraduate degree programs, 35 graduate programs, and 81 buildings on 301 acres of land. Situated conveniently in the geographic center of the State of Arkansas, UCA traditionally enrolls students from each of Arkansas’ 75 counties.

Further information about the university can be found at www.uca.edu

10.1 Purpose

The purpose of this RFP is to enter into a contract with a firm to facilitate the revisions by the University of its comprehensive Strategic Plan. The consultant is not expected to revise the Strategic Plan, but rather work with the University, its officials and the University’s Strategic Planning Committee to facilitate the revision of the Strategic Plan.

The intent of this procurement and the goal of the University is that upon completion of the work under this RFP and the strategic planning process, the University will have a revised Strategic Plan that articulates the University’s future direction and is a guide to future decision making including resource allocation.

The Strategic Plan to be developed must ensure that the organization works towards common goals, that potential internal problems are identified before action is taken and resources are committed, that change is managed effectively, that the organization utilizes proactive rather than a reactive management, that there is a process for continuous improvement, and that the organization’s performance is measured against established University goals.

In order to simplify the University’s task of evaluating all of the proposals, which will be submitted, we have developed a format in which all proposals must be prepared. Failure to adhere to this format or to omit any of the information that is required may result in your firm’s proposal being disqualified.

The contract will be awarded to the vendor who best satisfies all of UCA’s needs at optimum cost and service performance. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item on the Official Bid Price sheet. The University shall issue a firm, fixed-price contract for the services resulting from this RFP.
10.2 Issuing Officer

Cassandra McCuien-Smith, Director of Purchasing
Phone: (501) 450-3173      Fax: (501) 450-5020
Email: cmccuien@uca.edu

10.3 Contract Administrator and Project Officer

Contract Administrator: President Tom Courtway
Phone: 501-450-5286
Email: tcourtway@uca.edu

10.4 Anticipated Procurement Timetable

RFP Issued: February 5, 2015
Public opening of proposals: March 12, 2015 at 1:30 p.m.
Completion of proposal review and contractor selection: March 19, 2015

10.5 Submission of Proposals

No later than 1:30 p.m., on March 12, 2015, one original (marked “original”) and six copies of the proposal should be received by:

The University of Central Arkansas
Purchasing Department
2125 College Avenue, Suite 2
Conway, AR 72034

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 90 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent’s proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Purchasing indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Purchasing, or an employee of the campus will be disregarded.

10.6 Presentation

Proposers selected for final evaluation may be required to make an oral presentation. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. The University will schedule time and location for any required presentations.
10.7 Rejection of Proposals

This solicitation does not commit the University of Central Arkansas to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

10.8 Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

10.9 Public Opening of Proposals

A public opening of all Technical/Business proposals will be held on: March 12, 2015 at 1:30 p.m. at the:

University of Central Arkansas
Purchasing Department
2125 College Avenue, Suite 2
Conway, Arkansas 72035

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER. ALL SUBMITTALS BY PROPOSERS WILL BE AVAILABLE FOR REVIEW TO THE EXTENT PERMISSIBLE, PURSUANT TO THE ARKANSAS FREEDOM OF INFORMATION ACT 25-19-10-ET SEQ.

10.10 Contract Awarding and Signing

Contract awarding and signing will be contingent upon the University of Central Arkansas receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

10.11 Payment and Invoice Provisions

All invoices shall be forwarded to the University of Central Arkansas Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc.
Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

**10.12 Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the Director of Purchasing will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

**SECTION 20 SCOPE OF WORK**

**20.1 CONSULTANT SERVICES**

A consultant is desired to facilitate the process of revising the University’s current strategic plan.

The consultant’s minimum specific tasks are to:

1. Establish an initial meeting with the President and other such persons as he may designate to gain an overview of the University, the strategic planning process and other matters deemed relevant to the ultimate preparation of the University’s strategic plan.

2. Meet and work with the members of the Strategic Planning and Resources Council Executive Committee, and all of the members of the Strategic Plan Task Force, to develop a process for revision of the current strategic plan that will include input from all stakeholders. This work includes reviewing and/or editing documents as necessary prepared by this task force.

3. Moderate discussions with the Strategic Plan Task Force to keep it on task, including if necessary, leading a strategic planning retreat.

4. Facilitate discussion by the Strategic Plan Task Force and other units of the University toward identifying strategic issues and options and establishing goals and objectives.

5. Guide and assist in gathering external and internal stakeholder and constituency data, including benchmark data from similar-sized state comprehensive universities.

6. Guide the Strategic Plan Task Force to incorporate data gathered from external and internal stakeholders, including the President’s *Framework for the Future*, into its thinking about the future of the University.

7. Assist the Strategic Plan Task Force in preparing the University’s Strategic Plan, including linking the strategic plan to budgeting processes.

8. Provide recommendations for ongoing evaluation and revision procedures for the University’s strategic plan.
Qualifications

The consultant selected for this project must:

- have a demonstrated record in strategic planning, working with four year public institutions of higher education.
- have strategic planning experience that includes data gathering, preparation, reporting, and linking of strategic planning and budgeting.
- have strategic planning experience that includes working with intellectually, racially, ethnically, and culturally diverse groups.

Submission Process

Interested consultants should:

- submit a plan to carry out the tasks described above including the associated cost.
- submit a resume or portfolio of previous consulting work, including any colleges or universities either within or outside the State of Arkansas for which the consultant has performed work in connection with a strategic plan.
- submit the names, address, telephone numbers of three current or past client references.

20.2 Project Management

The proposal should detail how the respondent has made and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number of and qualifications of personnel required to perform the work requested.

20.2.1 Provide a description of the proposed project staffing/organization and internal controls to be used during the course of the project, including any subcontractors.

20.2.2 State the name, the title or position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have primary responsibility and final authority for the work under the proposed contract. Name other individuals providing services on the project.

20.2.3 Identify responsibilities and qualifications of staff that will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes of the named staff, which include information on the individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work.
Any staff substitution must have the prior approval of the University. UCA reserves the right of rejection on any vendor staff assigned to this contract based on quality/quantity of work produced, work ethic, and suitability for assignment to project.

Section 21 VENDOR

21.1 Vendor Qualification Criteria

The criterion listed below is considered mandatory to establish the responsibility and capability of firms to meet the University’s requirements.

Please provide sufficient information regarding each of the items below so the University can thoroughly evaluate your firm’s qualifications and proposal for our search process. You may include support literature and attachments to the summaries requested below.

21.2 Vendor Experience and References

The vendor shall provide a historical and contemporary overview of the company, particularly as it relates to the proposed recruitment.

Vendors shall supply with the proposal at least three (3) reference accounts (including persons to contact and telephone numbers) located in the continental United States. The University reserves the right to request or obtain additional information.

SECTION 30 REQUIREMENTS

30.1 EVALUATION CRITERIA

The following approach will be used in evaluating the proposals:

I. Review the proposals
   II. Contact references
       III. Select finalist(s)
           IV. Schedule presentations of finalists if needed
               V. Select the vendor
The proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor’s overall proposal content.</td>
<td>40</td>
</tr>
<tr>
<td>Vendor’s experience and performance in providing services of similar nature and scope, within an educational environment comparable to our institution.</td>
<td>25</td>
</tr>
<tr>
<td>References from third parties indicating the respondent’s past performance.</td>
<td>10</td>
</tr>
<tr>
<td>Respondent’s price proposal for performance of work requested.</td>
<td>25</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

**30.2 Experience**

The proposal must detail the respondent’s familiarity and prove experience with this type of contract and demonstrated ability to serve the University’s needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and government guidelines.

**30.3 Services to be provided**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

**30.4 Cost**

All charges associated with the work to be performed shall be included on the Official Bid Price Sheet and shall be valid for 90 days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the bidder, but subsequently incurred, will be borne by the vendor.
SECTION 40 TECHNICAL AND BUSINESS PROPOSAL

40.1 Introduction

Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the sub-section number key point. Proposers shall submit six (6) copies and one (1) original of their proposal. Failure to comply may result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:
  Transmittal letter
  Executive Summary
  Respondent’s Background and Experience
  Proposers Qualifications
  Project Organization and Staffing

The Price portion of the proposal must include the following:
  Price proposal
  Independent Price Determination Certification Statement
  Bid Price Certifying Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

40.2 Transmittal Letter

An individual authorized to legally bind the respondent will sign the Transmittal Letter. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals. It will also identify whom the University is to work with and any conditions regarding the proposal.

40.3 Appendix

The appendix can include any information not noted in the above sections which expands on your company or systems offering. The following would be helpful in the evaluation process:
  • Sample vendor newsletters
  • Published articles concerning your company or system
  • Sample reports
  • Press releases

40.4 Executive Summary

The Executive Summary will condense and highlight the contents of the respondent’s proposal.
40.5 Respondent’s Background and Experience

This section will include details of the respondent’s background and its size and resources as well as details of experience relevant to the proposed project. Please include how long you have been in business and include any mergers or acquisitions.

Each respondent must submit a minimum of three references including the names, addresses, and telephone numbers of the three (3) references from current or past clients.

References must be parties who can attest to the respondent’s qualifications relevant to providing the services outlined in the request for proposal. Organization or professional references must be submitted; personal references will not be accepted. References may be verified.

For subcontractors(s) and consultant(s), proposers shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the Proposer’s involvement in litigation that could affect this work shall be included.

1. Provide a written commitment to accept all contract provisions, which are mandatory under the laws of the State of Arkansas, its Department, Agencies, and Boards.

2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

40.6 Proposer’s Qualification and Credentials as Related to the Proposal

In this section, the Proposer shall provide an organizational chart displaying the proposed project structure. The Proposer shall also state the qualifications and credentials of his company, in terms of proven experience through similar projects, reputation, etc.

Proposers shall include the number and a description of 3 similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project. Proposals shall include proof of the Proposer’s license’s and certifications and successful completion of other projects of similar size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Bidder shall submit copy of any written warranties.

40.7 Project Organization and Staffing

This section will describe in detail the respondent’s organizational plan for meeting the requirements in this request for proposals. It will include: (1) organization charts of proposed personnel (2) Staffing information detailing the tasks to be performed and the number of staff hours estimated for each individual for each task.
40.8 Price Proposal

The fees will include the services and requirements described in this request for proposals. PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST (S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR’S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

40.9 Independent Price Determination Certification Statement

A bid will not be considered for award if the price in the bid did not arrive independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with competitor. In addition, the offeror is prohibited from making multiple bids in a different form; i.e., as a prime offeror and as a subcontractor to another prime offeror.

The Offeror must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contract is selected

40.10 Bid Price Certifying Statements and Bid Price

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Offeror must include a statement certifying that all services properly requested should be performed as required.

SECTION 50 GENERAL TERMS AND CONDITIONS

50.1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Faulkner County, Arkansas.

50.2 Public Disclosure

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.

50.3 Ethical Standards Law

The following sections of this request for proposal reference sections within the “Arkansas Ethics in Public Contracting Laws” found in Arkansas Code Annotated (ACA), Sections 19-11-
701 et seq. definitions used in this law can be found in Section 19-11-701 of the statues. “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 contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of 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.

50.4 Conflict of Interest

No official or employee of the University of Central Arkansas and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee’s knowledge:

A. The employee or any member of the employee’s immediate family has a financial interest;
B. A business or organization has a financial interest in which business or organization the employee or any member of the employee’s immediate family has a financial interest; or
C. Any other person, business, or organization with whom the employee, or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity. Where an employee or any member of the employee’s immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

50.5 Warranty Against Broker’s Fee

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

50.6 Offer of Gratuities or Kickbacks

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State 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 contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made
on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor
or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is
determined that gratuities of any kind were either offered to or received by any of the
aforementioned officials or employees from the offeror, his agent, or employee.

50.7 Employment of State Personnel

A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for
any employee who is involved in procurement to become or be, while such an employee,
the employee of any party contracting the State agency by which he employee is
employed.

B. Restrictions on Former Employees in Matters Connected with Their Former Duties.
1. Permanent disqualification of Former Employee Personally involved in a particular
matter. It shall be a breach of ethical standards for a former employee knowingly
to act as a principal or as an agent for any one other than the State in connection with
any:
   a. Judicial or other proceeding, application, request for a ruling, or other
determination.
   b. Contract
   c. Claim; or
   d. Charge or controversy in which the employee participating personally and
      substantially through decision, approval, disapproval, recommendation,
      rendering of service, investigation, or otherwise while an employee, where
      State is a party or has a direct and substantial interest.

C. One (1) year representation regarding matters for which a former employee was officially
responsible. It shall be a breach of ethical standards for any former employee, within (1)
year after cessation of the former employee’s official responsibility in connection with
any:
   a. Judicial or other proceeding, application, requests for a ruling, or other
determination;
   b. Contract;
   c. Claim;
   d. Charge or controversy, to knowingly act as a principal or an agent for
      anyone other than the State in matters, which was within the former employee’s
      official responsibility, where the State is a party or has a direct substantial
      interest.
D. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
   
   A. Judicial or other proceeding, application, request for a ruling, or other determination;
   B. Contract;
   C. Claim;
   D. Charge or controversy, to knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee’s official responsibility, where the State is a party or has a direct and substantial interest.

2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

E. Selling to State After Termination of Employment if Prohibited. It shall be a breach of ethical standards of any former employee, unless the former employee’s last annual salary did not exceed ten thousand five hundred dollars ($10,500) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term “sell” as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee’s employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

50.8 Term of the Contract

The contract period begins from date of award and terminates upon completion of contracted services, but must not exceed a total of seven years. By mutual agreement, the University and the contractor may elect to extend the contract for a maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the Contract be extended to a period greater than seven years from the day the contract is signed by the University.
The University shall notify the contractor at least ninety (90) days prior to the end of the contract period or extension thereof if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the university/state to continue the contract beyond the end of a biennial period.

50.9 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

A. For default
B. For convenience
C. For unavailability of funds

50.9.1 Termination for Default

The University/State may terminate this contract in whole, or in part, when the University of Central Arkansas determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default”.

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contract shall be liable to the University for administrative costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
50.9.2 Termination for Convenience

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the contractor and the University for partially completed deliverables.

50.9.3 Termination for Unavailability of Funds

In the event that Federal and/or State funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the University.

50.10 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all
files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;

• Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;

• Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the University has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

50.10.1 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the University may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

50.11 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

50.12 Force Majeure

The contractor will not be liable for any excess cost to the University of Central Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of God,
fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

50.13 Disputes

Any dispute concerning performance of the contract shall be decided by the University of Central Arkansas or the director of the Office of State Procurement who shall reduce his/her decision to writing and serve a copy on the contractor. The Directors or University’s decision will be final subject to the contractor’s right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Directors or University’s direction.

50.14 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

50.15 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 ET seq.

50.16 Inspection of Work Performed

The State of Arkansas, University of Central Arkansas – Conway, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor’s premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

50.17 Subcontracts

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontract, which the contractor entered into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.
The contractor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

50.18 Indemnification

- The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from: Any claims or losses resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.

- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.

- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.

- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

50.19 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

50.20 Employment Practices

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:
- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
• Rates of pay or other forms of compensations, and
• Selection of training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations. The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

50.21 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

50.22 State Property

The contractor shall be responsible of the proper custody and care of any State owned property furnished for contractor’s use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.
50.23 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declarations or finding and shall be fully performed.

50.24 Attorney’s Fees

In the event that either deems it necessary to legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney’s fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

50.25 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the clear Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

50.26 Liability

In the event of non-performance of contractual obligation by the contractor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

50.27 Records Retention

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

50.28 Access to Contractor’s Records

In accordance with Federal regulation governing contracts in excess of $10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that
all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

SECTION 60 Standard Terms & Conditions

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 with any necessary attachments, when appropriate, to the office/person designated in the "Submit Bids To" block listed above with any appropriate attachments, on or before the date and time specified for the bid closing. 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 Closing.

4. SIGNATURE: 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 the vendor does intent to submit a bid, it would be appreciated if the bidder would respond by returning the front page of this form annotated with the wording "NO BID".

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(s) of commodities, or the providing of service(s), 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) have 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 employ 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. EMPLOYMENT OF ILLEGAL IMMIGRANTS – CERTIFICATION BY BIDDER: Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

34. 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.
35. OWNERSHIP OF MATERIAL: All data, technical information, material gathered, oriented, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and or/audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the University of Central Arkansas and shall be delivered to the University of Central Arkansas upon a 30 day notice by the University.

SECTION 70 PURCHASING

70.1 RULES OF PURCHASING

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

70.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should e-mail or fax all such correspondence to the Issuing Officer.

70.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. All questions must be marked “Questions: and the proposal number indicated on the e-mail or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and e-mailed or faxed to all organizations that received a copy of the Request for Proposal.

70.4 Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

70.5 Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.
70.6 Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

70.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

70.8 Acceptance of Proposals

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

70.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However the University may waive minor irregularities. The Director of Purchasing completes this phase.

The University of Central Arkansas will base the second phase on evaluation of the Technical/Business proposal by an impartial committee appointed. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

The third phase will be the opening of the cost proposal by the Director of Purchasing, and reviewed by the evaluation committee appointed by the University of Central Arkansas.
70.10 Award Notice

The notice of intended contract award will be sent to all respondents, by e-mail.

70.11 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244. Further details on protesting awards may be obtained by contacting the issuing Officer.
1. Services ________________________
2. Facilitator ________________________
3. Travel Expenses ________________________
4. Other Cost (if applicable, list) ________________________

Vendor Name: _______________________________________________
Address:  ___________________________________________________
City: ______________________ State: _______ Zip: ________ Phone: _____________
Fax: _______________________ Email: ______________________________________
Signature of Authorized Official: _____________________________________________

NOTE:
1. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.