



UNIVERSITY OF  
CENTRAL  
ARKANSAS™

PROCUREMENT OFFICE  
201 DONAGHEY AVENUE  
WINGO HALL 113  
CONWAY, AR 72035

**REQUEST FOR PROPOSAL  
(TERM CONTRACT)**

**#UCA-23-045**

**Hazardous Non-Hazardous Waste and Chemical Disposal  
(Includes Recyclable Waste & Spill Recovery Service)**

**PROPOSALS MUST BE RECEIVED BEFORE:  
10:00 A.M. Central Time on Tuesday March 28, 2023**

Proposal Delivery Address and Opening Location:

University of Central Arkansas  
Procurement Department  
201 Donaghey Avenue  
Wingo Hall 113  
Conway, AR 72035

## TABLE OF CONTENTS

<b>Signature Certification</b> -----	<b>3</b>
<b>Introduction</b> -----	<b>4</b>
<b>Section 1.0 Proposal Information</b> -----	<b>5-7</b>
<b>Section 2.0 Scope of Work</b> -----	<b>7-11</b>
<b>Section 3.0 Vendor Qualification Criteria</b> -----	<b>11-12</b>
<b>Section 4.0 Requirements and Evaluation Criteria</b> -----	<b>12</b>
<b>Section 5.0 General Terms and Conditions</b> -----	<b>13-23</b>
<b>Section 6.0 Standard Terms and Conditions</b> -----	<b>23-30</b>
<b>Section 7.0 Procurement</b> -----	<b>30-32</b>
<b>Pricing Sheet (prices must be submitted on this sheet)</b> -----	<b>33</b>

**REQUEST FOR PROPOSAL  
SIGNATURE CERTIFICATION PAGE**

Proposal Number: UCA-23-045

Buyer: Pam Giblet

Description: Hazardous/Non Hazardous Waste  
and Chemical Disposal & Spill Response Service

RFP Due Date: March 28, 2023

Release Date: February 22, 2023

Time: 10:00 A.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 PROCUREMENT 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: \_\_\_\_\_

## **Introduction:**

Founded in 1907, University of Central Arkansas is one of the best and most affordable options for higher education in the South. The university strives to provide strong academic programs to meet the diverse needs of those it serves. Located in Conway, Arkansas, “The City of Colleges,” the university's bustling, Georgian-style campus is among the most beautiful in the region.

In fall 2021, more than 10,000 students from seventy-seven (77) different countries, forty-nine (49) states, and every county in Arkansas were part of UCA's diverse community. The university is large enough to offer academic diversity, yet small enough to show personal interest and support. The student-to- professor ratio at UCA is 15 to 1. Students engage in research and publication opportunities at the undergraduate level that most students don't have until graduate school.

The mission of the University of Central Arkansas is to maintain the highest academic quality and to ensure that its programs remain current and responsive to the diverse needs of those it serves. A partnership of excellence among students, faculty, and staff is a benefit to the global community. The university is committed to the intellectual, social, and personal development of its students; the advancement of knowledge through excellence in teaching and research; and service to the community. As a leader in 21st-century higher education, the University of Central Arkansas is dedicated to intellectual vitality, diversity, and integrity.

Note: Campus: 356 total campus acreage / 124 campus buildings and facilities / 3,242,632 building square feet maintained.

## **Board of Trustees**

The University is governed by the Board of Trustees composed of seven members. Each member is appointed by the Governor of Arkansas for a seven-year term. Terms of office are staggered, with one member completing a term each year.

## **Academic Programs**

UCA offers more than eighty (80) undergraduate degree programs, thirty-three (33) master's degrees, and six (6) doctoral degrees. UCA offers programs of study in five (5) different colleges – the College of Arts, Humanities, and Social Science, the College of Business, the College of Education, the College of Health and Behavioral Sciences, and the College of Natural Sciences and Mathematics. Each college offers different opportunities to learn and grow.

The university's Honors College is nationally known for its unique, challenging curriculum. The Honors College offers small, discussion-based seminars, close student- faculty relations, funding for travel abroad and internships. UCA Honors College students have a 100 percent acceptance rate to law school.

Further information about the university can be found at [www.uca.edu](http://www.uca.edu) or <https://uca.edu/ir/>

## **SECTION 1.0 PROPOSAL INFORMATION**

### **1.1 Issuing Officer**

Pam Giblet, Construction and Contract Manager  
Phone: (501) 450-3156 Fax: (501) 450-5020  
Email: [pgiblet@uca.edu](mailto:pgiblet@uca.edu)

### **1.2 Contract Administrator and Project Officer**

Contract Administrator: Nelson Landers, Environmental Health/Safety Manager  
Phone: (501) 450-3196  
Email: [nlayers@uca.edu](mailto:nlayers@uca.edu)

### **1.3 Anticipated Procurement Timetable**

RFP Issued:	February 22, 2023
Questions emailed/faxed:	March 1, 2023
Answers emailed/faxed:	March 6, 2023
Public opening of proposals:	March 28, 2023 10:00 a.m.
Completion of proposal review:	March 31, 2023
Phone Interview selected finalist if necessary:	April 4, 2023
Contractor selected:	April 7, 2023
Contractor Commences Performance:	July 1, 2023

### **1.4 Submission of Proposals**

No later than 10:00 a.m., on March 28, 2023, one original (hard copy) and four (flash drives) copies of the proposal should be received by:

University of Central Arkansas  
Procurement Department  
201 Donaghey Avenue  
Wingo 113  
Conway, AR 72035

### **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 Procurement 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 any employee of the campus will be disregarded.

### **1.5 Interview**

Proposers selected for final evaluation may be required to participate in a zoom interview. This allows the opportunity for Proposers to clarify their proposal and ensure mutual understanding. If necessary, the Issuing Officer will schedule time and location for any required phone interviews.

### **1.6 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.

### **1.7 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.

### **1.8 Public Opening of Proposals**

A public opening of all Technical/Business proposals will be held on: March 28, 2023 at 10:00 a.m. central standard time at the:

University of Central Arkansas  
Procurement Department  
201 Donaghey Avenue  
Wingo 113  
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.

### **1.9 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.

### **1.10 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 service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by UCA Contract Administrator.

### **1.11 Proposal Evaluation**

The University of Central Arkansas Evaluation Committee and the Issuing Officer 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 then ordinal ranking as defined in the evaluation criteria.

## **SECTION 2.0 SCOPE OF WORK:**

The University of Central Arkansas is requesting bids for the following services:

- Proper disposal of all Non-Hazardous/Hazardous Waste and Chemicals at the University of Central Arkansas (UCA).
- Respond to hazardous chemical spills and perform spill recovery on the UCA campus.

### **2.1 Scope of Work**

**Disposal of Non-Hazardous/Hazardous Waste and Chemicals** at the University of Central Arkansas as noted below:

- a. Waste/recycle items and yearly quantity. (Types of bulbs, types of ballasts and quantities listed are approximate values.)
  - i. Batteries
    1. Lead Acid 4 – 33 gallon containers
    2. Ni – Cad 3 – 5 gallon containers
    3. Lithium Ion 3 – 5 gallon containers
    4. Alkaline 4 – 5 gallon Containers
  - ii. Oil (Motor) 1000 Gallons
  - iii. Electronic Ballasts 7 - 33 gallon containers
  - iv. PCB Ballasts 1 – 33 gallon containers
  - v. Oil Base Paint /Thinner 4 – 50 gallons
  - vi. Latex Paint 4 – 50 gallons
  - vii. Bulbs
    1. 8 Foot fluorescent 10 Boxes /Year

2. 4 Foot fluorescent	150 Boxes/ Year
3. Crushed bulbs	2 – 33 gallon containers
4. U bends	10 Boxes / Year
5. HID Bulbs	5- 33 gallon containers
6. Halogen Bulbs	5 – 33 gallon containers
7. Compact Fluorescent	3 – 33 gallon containers
8. Oil Filters	2 – 55 gallon container
9. Autoclave glass	27 – Boxes / Year

**B. Cleanup of Hazardous Material Spills and Recovery of affected area by :**

- a. Providing Hazardous Material Spill and Recovery manpower and equipment to respond to small, medium, or large spills.
- b. Responding within an hour, providing the people, materials, and equipment to clean up the spill.
- c. Working with all emergency and regulatory officials in the cleanup activities.
- d. Helping with all aspects of chemical response including planning, containment, clean up, and post clean up services.
- e. Helping to identify any unknown chemicals discovered during an incident.

**C. Additional Services.**

- a. Periodically provide or coordinate disposal of waste streams such as spikes in waste due to construction or lighting projects. These services are apart from the base proposal and will be paid by a separate purchase order. This type of work may be competitively bid at the University of Central Arkansas discretion.

**Contract Conditions:**

- a. Compliance with all local, state and federal rules and regulations.
- b. Maintenance of accurate records and documentation files.
- c. Delivery of all recyclables/waste collected at UCA to a state regulated and/or approved recycling/waste facility.
- d. References: Bidder must list three current major customers. Include at least one company that you provide services to that are comparable to the University's requirements. For each customer named, indicate: a. number of years as a customer, b. contact names and number, c. general type of business of customer,



- d. services your company provides and relevant metrics of success and e. any unique waste diversion programs implemented.
- e. Certifications: Bidders will provide a copy of required certifications (e.g. licenses for local, state and federal requirements).
- f. Environmental and Safety Programs: Bidders will describe their environmental and safety programs that apply to managing risks associated with waste and recycling.
- g. Reporting:
  - i. Monthly/Quarterly/Yearly Reports: The Contractor must provide reports for collection, recycling and processing for all wastes and recyclables. A summary, by month, by quarter and by year is required. The Contractor must report on material volume and weight of waste and recyclables. The reports should include the facility names used for final deposition of all materials. State your ability to submit reports electronically and in what form the reports will be sent. Include sample reports.
  - ii. Develop a detailed tracking, reporting and invoicing system.
- h. Billing.
  - i. The quoted prices that the Bidder lists on the attached document forms will represent the entire cost to perform the services outlined in the RFP, which includes all fees, permits, taxes and other costs including fuel surcharges associated with performing the services in accordance with this specification.
  - ii. Monthly Billing: Bills must include the University's pickup location, the number of times it is serviced and the material hauled (e.g. batteries, or oil), quantities (e.g. boxes, pounds or gallons) Bidders must provide a sample bill and/or sample template they would propose to use.
- i. Work Hours.
  - i. The work shall be performed during normal working hours, except as otherwise directed or approved by the University of Central Arkansas. "Normal Working Hours" is defined to be between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, excluding state holidays. Work appointments must be made 24 hours in advance.
- j. Sub-Contracting.
  - i. It is understood that the primary service provider responding to the Request for Proposal may not have the capability to undertake all the tasks outlined. The successful Bidder may develop agreements with subcontractors in order to provide and manage the full scope of services

requested by the University. The Recycling Contractor has full responsibility for the coordination of the Subcontractor's work and their compliance with all federal, state and local regulations and ordinances. State if you intend to team up on the proposed scope of work and identify any subcontractors you intend to use as they must be approved by the University.

- ii. If any part of the work is to be subcontracted, response to this solicitation must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organizational activities.
- iii. The selected contractor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the service supplied.

k. Contractor's Liability Insurance.

- i. Firms are required to submit to the Procurement Department, as part of the response, A Certificate of Insurance executed by an insurance company licensed to do business in the State of Arkansas, with the following requirements.
- ii. Worker's Compensation Insurance consistent with the amounts required by the laws of the State of Arkansas.
- iii. Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- iv. Property Damage Insurance in the amount of \$1,000,000 per occurrence.
- v. Auto Liability Insurance policy will include bodily injury and property damage for any owned, hired, and/or non-owned vehicles used in the performance of the agreement in the following amount. Coverage will be a combined single limit of \$1,000,000 per accident.

a. Policy will contain a waiver of subrogation against the University of Central Arkansas, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

b. Policy will contain a severability of interest provision.

c. If hazardous materials or waste is to be transported, the policy must be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements.

l. Equipment.

- i. Contractor provides all containers, equipment, maintenance, repair, replacement and labor for hauling and disposal of material.
- m. Normal Pickup Locations.
  - i. Physical Plant is the main location other campus areas may be required if necessary.
- n. Disposal Sites.
  - i. Provide a list of proposed treatment, incineration or landfill sites.
- o. Contract Award.
  - i. The University of Central Arkansas reserves the right to award a contract not based on price alone, but based on the proposal which best meets the needs of the University of Central Arkansas. The University also reserves the right to award the contract by the item, groups of items or total.

## **SECTION 3.0 Vendor Qualification Criteria**

### **3.1 Submission Questions**

***Responses should reflect the areas of demonstrated competence and qualifications. Responses to this RFP should include the requested information below:***

Please tell us about yourself, your firm, or your team. If your team is affiliated with a large firm that includes multiple teams around the country, please tell us about your team.

1. Firm or Team Name:
2. Address:
3. Contact for this RFP:

Name:

Phone:

Fax:

Email:

4. Describe the ownership and structure of your firm.
5. List your firm's lines of business, including any affiliated companies.
6. How many years has your firm been in business?
7. Briefly describe your firm's history.

- a. How many years has your firm been servicing clients?
- b. Provide documentation of your firm’s experience servicing clients. ?
- c. What expertise can your firm provide as it relates to higher education clients, and in particular, public higher education clients?

8. What is the total number of employees in the firm?

a. Do you use sub-contractors?

\_\_\_ Yes      \_\_\_ No

If Yes, who and for what services?

9. Include a reference for a project of equal size and scope that has been completed within the past three (3) years.

10. Provide a general description of the techniques, approaches and methods to be used in completing the projects.

11. Provide a description of the chronology for completing the work, including a timeline, and deadline for each task.

12. Provide a detailed cost proposal (separate sealed envelope) must use official bid sheet.

**SECTION 4.0 REQUIREMENTS**

**4.1 EVALUATION CRITERIA**

The proposals will be evaluated and awarded based on a comparative formula and ordinal ranking of relative weighting as detailed below:

<b><u>Criteria</u></b>	<b><u>Points</u></b>
Qualifications, background and experience	<u>20</u>
Vendor’s response to the questions and information (Section 3.1)	<u>20</u>
Recommendations and/or references from third parties indicating the Respondent’s past performance.	<u>10</u>
Evidence of ability to provide the requested services	<u>20</u>
Respondent’s price and fee proposal for performance of work requested.	<u>30</u>
Total	100

## **SECTION 5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 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.

### **5.2 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.

### **5.3 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 statutes. "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 ethic statement can result in the cancellation of any contract with the University.

### **5.4 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.

#### **5.5 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.

#### **5.6 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.

#### **5.7 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 with the state agency by which the employee is employed.

(b) Restrictions of Former Employees on 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 any former 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; or
- (D) Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, where the state is a party or has a direct and substantial interest.

(2) One-Year Representation Restriction Regarding Matters for Which a Former Employee Was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility 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, knowingly to act 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 or substantial interest.

(c) 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; or
- (D) Charge or controversy, in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the state is a party or has a direct and substantial interest.

(2) When a Partner Is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee knowingly to act as a principal or as an agent for anyone other than the state where such former employee is barred under subsection (b) of this section.

(d) Selling to the State After Termination of Employment Is Prohibited.

(1) It is a breach of ethical standards for a former employee, unless the former employee's last annual salary based on the state fiscal year did not exceed fifteen thousand dollars (\$15,000), to engage in selling or attempting to sell commodities or

services, including technical or professional consultant services, to the state for one (1) year following the date employment ceased.

(2) As used in this subsection, “sell” means:

- (A) Signing a bid, proposal, or contract;
- (B) Negotiating a contract;
- (C) Contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specifications, price, cost allowances, or other terms of a contract;
- (D) Settling disputes concerning performance of a contract; or
- (E) Any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract for the sale is subsequently negotiated by another person.

(e) (1) This section is not intended to preclude a former employee from accepting employment with private industry solely because his or her employer is a contractor with this state.

(2) 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 of this subchapter.

### **5.8 Term of the Contract**

The resulting contract will begin July 1, 2023, 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 thirty (30) days prior to the end of the contract period 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.

### **5.9 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



### **5.10 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.

### **5.11 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.

### **5.12 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.

### **5.13 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.

### **5.14 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.

#### **5.15 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.

#### **5.16 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.

#### **5.17 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.

#### **5.18 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.

#### **5.19 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.

#### **5.20 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.

### **5.21 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.

### **5.22 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.

### **5.23 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.

### **5.24 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.

### **5.25 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, 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.

#### **5.26 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.

#### **5.27 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.

#### **5.28 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.

#### **5.29 Environmental Protection**

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the clean 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.

#### **5.30 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.

#### **5.31 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.

#### **5.32 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 6.0 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 vender 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 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 Procurement 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 Procurement Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approvals for other delivery time(s) have been obtained for the UCA Procurement 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 Procurement 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 or 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 Procurement 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](http://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.

- **INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:** *In accordance with Arkansas Code 19-11-249, this proposal and resulting contract is available to any college or University in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.*

### **RIDER**

Any contract or agreement to which the University of Central Arkansas is a party shall be deemed to have the following provisions incorporated by reference:

(1) ***“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”***

(2) ***“Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:***

***(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;***

***(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;***

***(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon.***

*UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.*

*Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”*

*(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”*

## **SECTION 7.0 PROCUREMENT**

### **7.1 RULES OF PROCUREMENT**

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

#### **7.2 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, as outlined in the anticipated procurement Timetable (Section 10.3).

#### **7.3 Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer. The closing date and time for receipt of questions will be March 1, 2023 at 4:00 p.m. central standard time. 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 to all organizations that submitted questions. All questions and answers will be posted to the Procurement website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing).

#### **7.4 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.

#### **7.5 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.



## **7.6 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 Procurement 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.

## **7.7 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.

## **7.8 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.

## **7.9 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 Issuing Officer 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 and calculation of the cost proposal by the Director of Procurement, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

## **7.10 Award Notice**

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

## **7.11 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 wards may be obtained by contacting the issuing Officer.



RFP #UCA-23-045  
**Hazardous/Non Hazardous Waste and Chemical  
 Disposal & Spill Response Service**

**Official Pricing Sheet (must submit this form or your price will be rejected)**

<b><u>Batteries:</u></b>	<b><u>Quantity</u></b>	<b><u>Size</u></b>	<b><u>Cost Per Gal/Container</u></b>	<b><u>Extended Cost</u></b>
1. Lead Acid	4	33 Gallon	\$_____per container	\$_____
2. Ni – Cad	3	5 Gallon	\$_____per container	\$_____
3. Lithium Ion	3	5 Gallon	\$_____per container	\$_____
4. Alkaline	4	5 Gallon	\$_____per container	\$_____
<b>Oil (Motor)</b>		1,000 Gallons	\$_____per gal	\$_____
<b>Electronic Ballasts</b>	7	33 Gallon	\$_____per container	\$_____
<b>PCB Ballasts</b>	1	33 Gallon	\$_____per container	\$_____
<b>Oil Base Paint /Thinner</b>	4	50 Gallons	\$_____per gal	\$_____
<b>Latex Paint</b>	4	50 Gallons	\$_____per gal	\$_____

<b><u>Bulbs:</u></b>	<b><u>Quantity</u></b>	<b><u>Size</u></b>	<b><u>Unit Cost</u></b>	<b><u>Extended Cost</u></b>
8 Foot Fluorescent ( <b>boxes</b> )	10 (per year)	-----	\$_____per box	\$_____
4 Foot Fluorescent ( <b>boxes</b> )	150 (per year)	-----	\$_____per box	\$_____
Crushed Bulbs ( <b>Bucket(s)</b> )	1	33 Gallon	\$_____per container	\$_____
U Bends ( <b>boxes</b> )	10 (per year)	Boxes	\$_____per container	\$_____
HID Bulbs	5	33 Gallon	\$_____per container	\$_____
Halogen Bulbs	5	33 Gallon	\$_____per container	\$_____
Compact Fluorescent	3	33 Gallon	\$_____per container	\$_____
Oil Filters	2	55 Gallon	\$_____per container	\$_____
Autoclave Glass	27 (per year)	Boxes	\$_____per container	\$_____
Other Cost: \$_____ (identify)				

**TOTAL EXTENDED COST** (excluding taxes) \$\_\_\_\_\_

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