



UNIVERSITY OF  
**CENTRAL  
ARKANSAS™**

PURCHASING OFFICE  
2125 COLLEGE AVENUE  
SUITE 2  
CONWAY, AR 72034

## **REQUEST FOR PROPOSAL**

**Event Planning Design and Production Services**

**RFP#UCA-18-087**

**PROPOSALS MUST BE RECEIVED BEFORE:  
1:30 P.M. Central Time on Tuesday, April 19, 2018**

Proposal Delivery Address and Opening Location:

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

## **Introduction:**

The University of Central Arkansas was established as Arkansas State Normal School by the General Assembly of Arkansas in 1907, with statewide responsibility for preparing citizens to teach Arkansas children. Summer sessions were started in 1910.

Currently, the university has 11,487 students and 725 faculty members located in Conway, Arkansas, a community of 50,000 people 30 miles north of Little Rock, Arkansas. The Provost serves as the chief academic officer of the institution and is responsible for instructional programs, academic personnel, and academic policy. University entities reporting to the provost include six academic colleges (College of Business, College of Education, College of Fine Arts and Communication, College of Health and Behavioral Sciences, College of Liberal Arts, College of Natural Sciences and Mathematics), the Honors College, the Graduate School, Sponsored Programs, the Registrar and Torreyson Library.

The changing character of the institution was recognized in 1925 with the change in its name to Arkansas State Teachers College. Marked changes have continued as the institution assumed responsibility for liberal arts and education and increased its specialized programs. Its name was changed in 1967 to State College of Arkansas and in 1975 to the University of Central Arkansas.

The University is composed of the College of Business; College of Education; College of Fine Arts and Communication; College of Health and Behavioral Sciences; College of Liberal Arts; College of Natural Sciences and Mathematics; and graduate programs in a variety of disciplines. Other academic units include an undergraduate Honors College and a range of academic support services. The University provides educational opportunities to its students in preparation for graduate study, professional training, or immediate career entry in certain fields.

## **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**

At present, the University consists of six colleges - the College of Business, the College of Education, the College of Fine Arts and Communications, the College of Health and Behavioral Sciences, the College of Liberal Arts, the College of Natural Sciences and Mathematics - and a graduate school. Each college has within it a number of departments. Offerings for most departments extend from freshman level to graduate level courses.

Students of the University may select a plan of study leading to one of the eight baccalaureate degrees conferred by the University: Bachelor of Arts, Bachelor of Business Administration, Bachelor of Music, Bachelor of Science, Bachelor of Science in Nursing, Bachelor of Fine Arts, Bachelor of Professional Studies, and Bachelor of Science in Education. The University confers ten masters and three doctoral degrees.

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

### **10.1 Issuing Officer**

Meghan Cowan, Contract Manager Supervisor  
Phone: (501) 450-3173 Fax: (501) 450-5020  
Email: [meghanp@uca.edu](mailto:meghanp@uca.edu)

### **10.2 Contract Administrator and Project Officer**

Contract Administrator: Courtney Bryant, Director of Admissions/Enrollment Services  
Phone: (501) 450-3185  
Email: [cbryant13@uca.edu](mailto:cbryant13@uca.edu)

### **10.3 Anticipated Procurement Timetable**

RFP Issued:	March 30, 2018
Questions emailed/faxed:	April 4, 2018
Answers emailed/faxed:	April 6, 2018
Public opening of proposals:	April 19, 2018 at 1:30 p.m.
Completion of proposal review:	April 23, 2018
Phone Interview selected finalist if necessary:	April 27, 2018
Contractor selected:	April 27, 2018
Contractor Commences Performance:	Issuance of PO & final contract approval

### **10.4 Submission of Proposals**

No later than 1:30 p.m., on April 19, 2018, one original (hard copy) and four electronic (CD's or flash drives) copies of the proposal should be received by:

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 any employee of the campus will be disregarded.

### **10.5 Interview**

Proposers selected for final evaluation may be required to participate in a phone 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.

### **10.6 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.

### **10.7 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.

### **10.8 Public Opening of Proposals**

A public opening of all Technical/Business proposals will be held on: April 19, 2018 at 1:30 p.m. central standard time at the:

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

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.

### **10.9 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.

### **10.10 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.

### **10.11 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 then ordinal ranking as defined in the evaluation criteria.

## **2. SCOPE OF SERVICES:**

The University of Central Arkansas is seeking a qualified audio visual and special events company to assist in the development, implementation, and management of on-campus programming, including but not limited to campus preview days and commencement. The successful entity must be available to deliver all required equipment and perform all required duties for multiple events within one day or multiple events in consecutive days outside of normal business hours, including evenings and weekends. It is required that the awarded vendors will be able to provide at a minimum, all the primary services listed below. Vendors may also provide information on other services offered. Use of these services will be at the sole option of UCA.

- Assist with the development of production management and set design, including scenic design and construction
- Oversee all AV coordination before event and execution during event
- Coordinate and manage video projection
- Provide all rental equipment necessary for event
- Ability to coordinate delivery and staging of all materials within limited timeframe
- Provide personnel to set-up and teardown all rental equipment
  
- Event Design and Décor:  
Vendors are to provide creative development and direction which may include but is not limited to the following:
  - Pipe and Drapery
  - Scenery
  - Staging
  - Scenic Materials/Supplies
  
- Audio, Visual and Lighting Equipment:  
Vendors are to provide audio and visual lighting rental equipment which may include but is not limited to the following:
  - Microphones
  - Speakers; large sound system and associated speakers
  - Monitors
  - Video Cameras
  - Projection Equipment and Screens; at minimum one 10.5 x 18.5 screen and associated projector; at minimum two 8.5 x 15.5 screens and associated projectors

- Light Sources/Lamps
- Audio mixers and signal distribution boxes
- HDMI converters
- Technology and Technical Support:  
Vendors are to provide technology and technical support which may include but is not limited to the following:
  - Webinar streaming via WebEx® Technology Support
  - Audio Visual Technical Support
  - Lighting Technical Support

## 1. EVENT SCHEDULE SAMPLE:

Additional events may be added throughout the year as needed.

### 1. Campus Preview Days

- Primary Services Required: Event production and design, lighting, A/V equipment and technical support.
- Possible Event Locations: UCA Farris Center, HPER, Prince Center
- Format: Live event
- Event Detail: UCA preview day for high school students and transfer students
- Attendees: 3,500-4,500 annually
- Event Frequency: Three times a year
- Event Time: 9:30 a.m.- 3:00 p.m.\*

\*Event set-up must take place the night before and/or early in the morning prior to the event; event takedown may not exceed 2 hours

### 2. Commencement

- Primary Services Required: Event production and design, lighting, A/V equipment and technical support.
- Event Location: UCA Farris Center
- Format: Live event
- Event Details: Graduation ceremony for all UCA students
- Attendees: 5,820 per ceremony
- Event Frequency: May: 3 ceremonies; December: 2 ceremonies; August: 1 ceremony
- Event Time: May\*: 9:30 a.m., 1:00 p.m., 4:30 p.m.; December\*: 9:30 a.m., 1:30 p.m.; August: 7:00 p.m.

\*Event set-up must take place the day before the event in May and December.

August set-up can be the morning of the event by noon. Event takedown may not exceed 2 hours. Discussion is ongoing to possibly add a Friday night ceremony in the months of May and December in addition to the already scheduled ceremonies.

## **2.2 UCA Shall**

Not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever or whatsoever as a result of any operations, works, acts, or omissions performed by the Vendor, its agents, or employees.

## **2.3 Termination for Default**

The Vendor shall be in the default under this Contract upon failure to perform, keep or observe any of the terms, covenants or conditions within seven (7) days (or such longer period as may be necessary to cure provided that cure is commenced within the initial seven (7) days) after notice from UCA specifying the nature of the deficiency with reasonable particularity and the corrective action that it to be taken within such period to cure the deficiency.

This paragraph does not limit any other legal right of the University to terminate the contract.

## **2.4 UCA's Remedies on Default**

In the event of default by the vendor, UCA may terminate this contract by submitting thirty (30) days notice in writing to the Vendor notice of intention to terminate. In the alternative, UCA may elect to keep the contract in force and work with the Vendor to cure the default. UCA's decision to terminate will be at their sole discretion based on a determination of what is in the best interest of the University.

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

No director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this contract or of any supplement, modification or amendment to this contract because of any breach thereof or because of its or their execution or attempted execution of the same.

## **2.5 Contracting Information**

Any subsequent contract is made for the sole and exclusive benefit of UCA and the Vendor, their successors and assigns, and is not made for the benefit of any third party.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Any subsequent contract, which is the entire agreement between the parties hereto, supersedes any prior agreements, understanding, warranties or promises between the parties hereto, whether written, spoken, or implied from the conduct of the parties hereto.

Nothing in this contract shall be construed as in any way limiting the general powers of UCA to fully exercise their governmental functions or their obligations under any bond covenants or federal state or local laws, rules or regulations.

## **2.6 Contract Period and Compensation**

The term of the website consulting contract shall commence upon notification of the award and continue until completion of the scope of work. All other conditions set forth in the University's standard Services Contract apply.

If at any time during the course of the contract the Contractor does not meet the terms of the contract, the contract can be terminated by the University of Central Arkansas.

Again, proposer shall provide a detailed schedule that represents realistic, but aggressive completion dates. Acceptance is defined as the mutual agreement by the University and the Contractor of the acceptance of the criteria as specified in the contract. Both this Request for Proposal and the successful offeror's response to this Request for Proposal will be considered contractual components.

## **SECTION 3 REQUIREMENTS**

### **3.0 Evaluation Criteria**

The selection of a company to provide an Integrated Payment solution will be based on the company's qualifications as presented in its proposal, overall price and cost to the University, the experience and success of the company in providing services and support to similar public sector clients and the company's ability to provide the services outlined in this Request for Proposal.

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

<b>Criteria</b>	<b>Weight</b>
1. The understanding and grasp of the project including the ability to meet the desired specification as requested in the RFP	30%
2. The approach and work plan for the project presented in the proposal.	30%
3. Recommendations and/or references from third parties indicating the respondent's past performance.	10%
4. Respondent's price proposal for performance of work requested	30%
<b>TOTAL POSSIBLE</b>	<b><u>100</u></b>



The following approach will be used in evaluating the proposals:

- Review the proposals
- Contact selected references
- Select finalist(s)
- Schedule presentations of finalist if needed
- Select the vendor

The third phase will be the opening of the cost proposal by the UCA Purchasing Department, and review by the evaluation committee appointed by the University of Central Arkansas. The awarding of a maximum of 30 points will be determined by the following formula:

$a/b \times c = d$  (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d). The effect of the formula is to insure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

The points awarded for all criteria items will be totaled and the final ranking will be based upon using an ordinal ranking scale.

### **3.1 Experience**

The proposal must detail the respondent's familiarity and proven experience with this type of contract and demonstrated the 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 governmental guidelines.

### **3.2 Project Understanding**

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for services, and each activity and requirement to be used in achieving those objectives. A description of resources available to the University, staff dedicated to account (with credentials) as well as other point of contact and troubleshooting options should be included as well.

### **3.3 Services 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. The Vendor will conduct meetings with University staff in Conway, AR as necessary to complete the project. Vendor shall

include all pertinent pricing schedules and information, so as to completely communicate the cost of the vendor's proposed services.

### **3.4 Cost**

All charges associated with the work to be performed shall be included on the Official Bid Price Sheets 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 4. PROPOSAL SUBMISSIONS:**

The following documentation must be provided in the response:

### **4.0 Documents to be Submitted**

There are five parts to the proposal.

- Part I is the (Signature Certification Page), which is included in this RFP. In order for your proposal to be considered, you must sign this page and return it to UCA with the other parts of your proposal
- Part II (References) are included in this RFP as forms to be completed and returned with your proposal.
- Part III there is no form for (Proposal and Qualifications). You should prepare a PDF or Word document with your responses to the items listed in section 2.0, and attach samples of your work.
- Part IV is the Addendum Acknowledgement which must be signed and submitted in response to any addendum's that are posted via the UCA Purchasing website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing) in regards to this Request for Proposal.
- Part V is the Cost Proposal which must be a detailed cost proposal submitted in a separate sealed envelope marked "Cost Proposal".

### **4.1 Company Profile:**

- A. Provide a brief history of the company including number of years providing event design and production services including the specific areas noted above in the Statement of Work, Section 2.
- B. Provide a minimum of three (3) client references (contact name, vendor name, and telephone number including extension numbers).
- C. Provide information regarding your leadership, designated UCA account executive(s), design team(s) and customer service team, full time and part-time staff.

### **4.2 Event Production Services:**

Vendors should be able to provide detailed information regarding your firm's business capabilities to meet UCA's requirements for UCA events. In addition, vendors are to demonstrate their various event services by providing video reels and photo examples.

Proposers are to thoroughly explain their capabilities and resources to meet the primary services listed in Section 2, Scope of Services by completing each "Technical Sheet" provided on pages 11-13 of this Solicitation.

In addition, Proposers are to include the following examples:

1. Two (2) or three (3) videos that demonstrate your firm's ability to provide all of the audio, visual, lighting, technology and technical support services required by UCA as listed in each Technical Sheet, page 14.
2. As applicable, photos of various props/décor/furnishing owned and warehoused by your firm.  
Video and photos may be provided as a web link or saved on a CD or USB flash drive. CDs/USB flash drives must be received by the Purchasing Department along with your proposal before the Proposal Due Date.

Note: CDs and USB flash drives will not be returned to Proposers.

#### **4.3 Proposal and Qualifications**

Provide straightforward and concise responses to the following using separate tabs for each category:

A. Qualifications and Experience of Firm. Discuss how your company overall experience demonstrates your ability to successfully complete the Scope of Services. Provide a detailed list of event design, planning and production services you have provided to clients over the past three years.

B. Qualification of Staff/Resumes. Identify the staff members who will provide the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service.

C. Comparable Projects. Provide a brief list and description of comparable clients and their event planning projects which were successfully concluded within the last three years.

**4.4 Pricing: If available, Proposers are to provide a comprehensive price list of your firm's** current products, equipment, and services. Proposers are to include in their proposal all pricing and fees associated with the item/product, equipment, and service. Vendors should indicate whether or not the pricing provided is fixed. If item/product, equipment or service pricing lists are not available, Proposers are to provide the discount that will be applied to the item/product, equipment or service by completing each "Fee Commission and Vendor Discount" **provided on pages 37-39** of this Solicitation. Fixed pricing and discounts submitted shall remain fixed throughout the life of the contract, unless amended at a later date.

**4.5 Deposits:** UCA shall not pay any deposits or prepayments prior to the completion of the Service(s).

**4.6 Proof of Insurance:** Proposers shall provide a copy of a Certificate of Insurance verifying your firm's Coverage for Professional Liability, Commercial General Liability, Worker's Compensation, and Automobile Liability Insurance.

**5. RESULTING CONTRACT, NON-DISCLOSURE AGREEMENT AND WORK PRODUCT:**

A UCA non-exclusive contract will be issued to the awarded vendors. By responding to this Solicitation, proposers are accepting that they will agree to execute the attached Agreement including mandatory Terms and Conditions for contract award. As part of the attached Agreement, the awarded vendors shall be entering into a Non-Disclosure Agreement with UCA for confidentiality and protection of UCA's intellectual property. All work product and documentation shall be regarded as a work for hire and is the property of University of Central Arkansas University College and may not be copied or reproduced without its expressed written permission.

**6. OTHER AGENCY USE:**

Other institutions within the University System of Arkansas may utilize this Contract with the written permission of UCA. If such use is requested, all terms and conditions including pricing of the Contract is to be provided to the requesting institution. If, based on such use by other institutions, the overall volume of the Contract increases significantly, UCA reserves the right to negotiate more favorable pricing for the Contract. The service to UCA must not diminish as a result of other institutions utilizing the Contract.

## Event Design and Décor Technical Sheet

Proposers are to enter an “X” in the “Will Use Own Personnel/Inventory” section if the Service is to be provided by the Proposer’s own personnel and owned/warehoused inventory. However, if the Service is subcontracted to a third party, Proposers are to enter the name of the company that is normally used by the Proposer to provide the applicable item/product, equipment or services listed.

Proposers may add other services offered.

Event Design and Décor				
Item	Available Y/N	Description	Will Use Own Personnel/Inventory	Subcontractor/s Name
Greenery and Stage Flowers				
Custom Signage, Banners				
Graphic Design				
Décor (Stage and Room)				
Drapery				
Props and Furnishings				
Other: Flooring, Lecterns, Stages etc.				

### Audio, Visual, and Lighting Equipment Technical Sheet

Proposers are to enter an “X” in the “Will Use Own Personnel/Inventory” section if the Service is to be provided by the Proposer’s own personnel and owned/warehoused inventory. However, if the Service is subcontracted to a third party, Proposers are to enter the name of the company that is normally used by the Proposer to provide the applicable item/product, equipment or services listed.

Proposers may add other services offered.

Audio, Visual, and Lighting Equipment				
Equipment	Available Y/N	Description	Will Use Own Personnel/Inventory	Subcontractor/s Name
Microphones, Speakers and Monitors				
Audio Visual Technical Support				
Lighting Technical Support				

## Technology and Technical Support Technical Sheet

Proposers are to enter an “X” in the “Will Use Own Personnel/Inventory” section if the Service is to be provided by the Proposer’s own personnel and owned/warehoused inventory. However, if the Service is subcontracted to a third party, Proposers are to enter the name of the company that is normally used by the Proposer to provide the applicable item/product, equipment or services listed.

Proposers may add other services offered.

<b>Technology and Technical Support</b>				
<b>Services</b>	<b>Available Y/N</b>	<b>Description</b>	<b>Will Use Own Personnel/Inventory</b>	<b>Subcontractor/s Name</b>
Webinar streaming via WebEx® Technology Support				
Webinars				
Audio and Visual				
Lighting				

## **1. GENERAL TERMS AND CONDITIONS**

### **10.1 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.

### **10.2 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.

### **10.3 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.

### **10.4 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.

#### **10.5 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.

#### **10.6 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.

#### **10.7 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.**

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- (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.

### **10.8 Term of the Contract**

The resulting contract will begin after approval of all necessary parties, 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.

### **10.9 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

#### **10.9.1 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.

#### **10.9.2 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.

#### **10.9.3 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.

#### **10.10 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.

#### **10.10.1 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.

#### **10.11 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.

#### **10.12 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.

#### **10.13 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.

#### **10.14 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.

#### **10.15 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.

#### **10.16 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.

### **10.17 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.

### **10.18 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.

### **10.19 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.

## **10.20 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 receive 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.

## **10.21 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.

#### **10.22 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.

#### **10.23 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.

#### **10.24 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.

#### **10.25 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.

#### **10.26 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.

#### **10.27 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.

### **10.28 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 11                      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(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](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.

## **SECTION 12 PURCHASING**

### **12.1 RULES OF PURCHASING**

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

#### **12.2 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 1.4).

#### **12.3 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 April 4, 2018 at 4:00 p.m. 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.

#### **12.4 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 and will be posted to the UCA Purchasing website at [www.uca.edu/purchasing](http://www.uca.edu/purchasing).

### **12.5 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.

### **12.6 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.

### **12.7 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.

### **12.8 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.

### **12.9 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 and calculation of the cost proposal by the Director of Purchasing, and reviewed by the evaluation committee appointed by the University of Central Arkansas.

### **12.10 Award Notice**

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

#### **12.11 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.



## **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.”*

**Part I**  
**Signature Certification Page**

Proposal Number: UCA-18-087

Buyer: Meghan Cowan

Description: Event Design Planning and Production Services

Bid Opening Date: April 19, 2018

Bid Opening Time: 1:30 P.M. CST

Issue Date: March 30, 2018

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: \_\_\_\_\_

**Proposal Part II**  
**Proposer References**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract.

**REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

**REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			
Brief Description of Service Provided			

**REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Email Address			
Dates of Service			
Value or Cost of Service			

**Part IV**  
**RFP# UCA-18-087**  
**Event Design Planning and Production Services**  
**Addendum Acknowledgement Sheet**

Sign the appropriate line to acknowledge any addendums posted in response to this Request for Proposal.

1. Addendum #1 \_\_\_\_\_

2. Addendum #2 \_\_\_\_\_

3. Addendum #3 \_\_\_\_\_

4. Addendum #4 \_\_\_\_\_

5. Addendum #5 \_\_\_\_\_

**Cost Proposal**  
**Part V**  
**Event Design and Décor**  
**Fee Commitments and Vendor Discounts**

**Proposers are to provide the following:**

- A comprehensive list of your firm's current products, equipment, services, associated pricing, and discounts. If product or equipment pricing lists are not available, Proposers are to provide the discount that will be applied to the Services listed below for UCA;
- Description of your firm's method for discounting equipment and/or labor;
- Other services, associated pricing, and discount.

**Event Design and Décor:**

<b>Item/Product</b>	<b>Discount Percentage</b>	<b>Description</b>
Greenery and Stage Flowers		
Custom Signage, Banners		
Graphic Design		
Décor (Stage and Room)		
Drapery		
Props and Furnishings		
Other: Flooring, Lecterns, Stages etc.		

Discounts shall remain fixed throughout the life of the contract unless amended at a later date.

**Cost Proposal**  
**Part V**  
**Audio, Visual, and Lighting Equipment**  
**Fee Commitments and Vendor Discounts**

Responses must include all pricing/fees associated with audio, visual, and lighting equipment for events. Discounts shall remain fixed throughout the life of the contract unless amended at a later date.

**Proposers are to provide the following:**

- As applicable, a comprehensive list of your firm's current products, equipment, services, associated pricing, and discounts. If product or equipment pricing lists are not available, Proposers are to provide the discount that will be applied to the Services listed below for UCA;
- An explanation of your firm's method for discounting equipment and/or labor;
- Other services, associated pricing, and discount.

**Audio, Visual, and Lighting Equipment:**

<b>Equipment</b>	<b>Discount Percentage</b>	<b>Description</b>
Microphones, Speakers and Monitors		
Video Cameras		
Projection Equipment and Screens		
Light Sources and Lamps		
Audio mixers and signal distribution boxes		

Discounts shall remain fixed throughout the life of the contract unless amended at a later date.

You may add additional sheets as necessary.

**Cost Proposal**  
**Part V**  
**Technology and Technical Support Services**  
**Fee Commitments and Vendor Discounts**

Responses must include all pricing/fees associated with technology and technical support services for events. Local travel will not be reimbursed. Discounts shall remain fixed throughout the life of the contract unless amended at a later date.

**Proposers are to provide the following:**

- As applicable, a comprehensive list of your firm's current products, equipment, services, associated pricing, and discounts. If product or equipment pricing lists are not available, Proposers are to provide the discount that will be applied to the Services listed below for UCA;
- An explanation of your firm's method for discounting equipment and/or labor;
- Other services, associated pricing, and discount.

**Technology and Technical Support Services:**

<b>Service</b>	<b>Discount Percentage</b>	<b>Description</b>
Webinar streaming via WebEx® Technology Support		
Audio Visual Technical Support		
Lighting Technical Support		

Discounts shall remain fixed throughout the life of the contract unless amended at a later date.

**NOTE:**

1. The University of Central Arkansas will not be obligated to pay any cost not identified on the Official Bid Price Sheet(s).
2. Any cost not identified by the bidder but subsequently incurrent in order to achieve successful operation of the equipment will be borne by the bidder.
3. Failure to use the Official Pricing Sheet(s) may result in disqualification of the proposal.