



REQUEST FOR PROPOSAL

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	UAPB A213	Solicitation Issued:	January 20, 2026
Description:	JOB ORDER CONTRACT: HVAC	Type of Contract:	Term
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	February 20, 2026	Bid Opening Time:	11:00 a.m., CST
Deliver proposal submissions for this Request for Proposal to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.			

DELIVERY OF RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979 Pine Bluff, AR 71601	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered if they are not in the Office of Procurement by or before the time as indicated on this IFB document as "Bid Opening Date and Time."			
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Contractor's name and return address		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
UAPB Official:	Alisha Lewis	Official Phone Number:	(870) 575-8735
Email Address:	lewisal@uapb.edu	Official Fax Number:	(870) 575-4647
UAPB Website:	http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 INTRODUCTION AND BACKGROUND

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Pine Bluff is soliciting proposal to identify on-call (one (1) fiscal year with three (3) additional fiscal years of renewal options) **contractor (s) with expertise and experience in Job Order Contracting (JOC) for HVAC Work.** This award may be awarded to one or more contractors or may award to “all” qualified bidders. JOC’s for this scope of work is primarily unknown and unidentified. Bidders are guaranteed no work nor a specified number of projects per year.

The University of Arkansas at Pine Bluff (UAPB) is a state land-grant institution with historically black colleges and universities (HBCU) heritage. It was founded in 1873 and is the second oldest public institution of higher education in Arkansas, one of two with a land-grant mission, and the state's only public historically black college or university.

Today, UAPB is a member of the University of Arkansas System and is governed by a Board of Trustees. The UA System provides communities in Arkansas with access to academic and professional opportunities, develops intellectual growth and cultural awareness in its students, and applies knowledge and research skills to an ever-changing human condition.

UAPB offers one Ph.D. degree, nine master's degrees, and 30 baccalaureate degree programs through five schools/colleges: The School of Education, the School of Arts and Sciences, the School of Business and Management, the School of Agriculture, Fisheries and Human Sciences, and the University College. Three non-degree programs/divisions complete this academic structure: the Carolyn F. Blakely Honors College, Graduate and Continuing Education, and Military Science. Since inception, the University has grown in stature as a center for teaching, research, and public service. The University is accredited by the Higher Learning Commission.

UAPB has a tremendous legacy and history, and an even brighter future. The institution has a proud history of serving a diverse student body. Including many first-generation students. A new campus master plan has been developed and features numerous enhancement and upgrade projects as well as a number of key new facility opportunities.

For a deeper look at the University's history, mission and programs, candidates should visit UAPB at www.uapb.edu.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, this contract is a term contract that will be awarded to **Multiple** Contractors
- B. The anticipated starting date for any resulting contract is **March 1, 2026**, and continues through **June 30, 2026**, the end of the fiscal year, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be until **June 30, 2026**. Upon mutual agreement by the Contractor and UAPB, the contract may be renewed by UAPB for up to **three (3)** additional fiscal year terms or portions thereof, not to exceed a total aggregate contract term of **four (4)** consecutive years.

1.3 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the University.

ACTIVITY	DATE
RFP Release to Prospective Contractors	January 20, 2026
Deadline for Prospective Contractor Questions	February 4, 2026, 12:00 P.M. CST
Deadline for UAPB to respond to questions	February 11, 2026, 4:00 P.M. CST
Proposal Due Date	February 20, 2026, 11:00 A.M.
Evaluation Period*	February 23 – 26, 2026*
Award Contract*	March 1, 2026*

1.4 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.5 DEFINITION OF TERMS

- A. The UAPB Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

- E. The terms "Request for Proposal", "RFP," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

1.6 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

- 1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Packet.
 - a. Original signed *Proposal Signature Page*. (See Technical Proposal Packet.)
 - b. *One (1) original hard copy of the proposal response package which includes:*
 - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal Packet. **Proposal response must be in the English language.**
 - ii. Response to the Official Bid Price Sheet which is the costing section. Pricing **must** be proposed in U.S. dollars and cents
 - iii. To allow time to evaluate proposals, the pricing must be valid for 120 days following the bid opening.

B. Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet

In addition to the original Technical Proposal Packet and the Response Package, the following items should be submitted.

- 1. Additional Copies of the Technical Proposal Packet
 - a. Four (4) hard copies (marked "COPY") of the Technical Proposal Response Packet.
 - b. one (1) electronic copy of the Technical Proposal with the Technical Response Packet, preferably on flash drives and in PDF format. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
 - e. If UAPB requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

1.7 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original Technical Proposal Packet and all copies should be arranged in the following order.
 - Proposal Signature Page.
 - Proposed Subcontractor Form
 - Signed Addenda, if applicable.
 - E.O. 98-04 – Contract Grant and Disclosure Form.
 - Equal Opportunity Policy.
 - W-9 Form
 - Combined form for Boycotts and Illegal Immigrant Certification
 - Voluntary Product Accessibility Template (VPAT), if applicable
 - Technical Proposal response to the information for Evaluation section of the Technical Proposal Packet.
 - **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8**CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m., Central Time on or before **2/4/2026** to the UAPB official as shown on the front cover of this *Proposal Solicitation* (**Note the Schedule of Events**).
 - For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- E. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

1.9 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Proposal Signature Page included in the Technical Proposal Packet.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFP, and that any exception that conflicts with a

Requirement or Proposal Submission Requirement of this Bid Solicitation will cause the Prospective Contractor's proposal to be rejected.

1.10 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.11 RESERVATION

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

1.12 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Proposal Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *response packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.13 CAUTION TO PROSPECTIVE CONTRACTORS

1. Prior to any contract award, address all communication concerning this *Proposal Solicitation* through UAPB official.
2. Do not alter any language in any solicitation document provided by UAPB.
3. Do not alter the Official Proposal Price Sheet.
4. All official documents and correspondence related to this solicitation become part of the resultant contract.
5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so. **Failure to provide the performance security shall result in a proposal rejection.**
6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.
7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Proposal Solicitation*.

1.14 REQUIREMENT OF ADDENDUM

1. Only an addendum written and authorized by UAPB will modify this *Proposal Solicitation*.
2. An addendum posted within three (3) calendar days prior to the proposal opening may extend the opening and may or may not include changes to the *Proposal Solicitation*.
3. The Prospective Contractor is expected to check the UAPB website, <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/>, for any and all addenda up to proposal opening.

1.15 AWARD PROCESS

A. Successful Contractor Selection

1. The Grand Total Score for each Prospective Contractor, which is the sum of the Technical Score and Cost Score, will be used to determine the ranking of proposals. UAPB may move forward to negotiations with those responsible Prospective Contractors determined, base on the ranking of the proposals, to be reasonably susceptible or being selected for award.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the highest ranking Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.
2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at <https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/>
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen day posting period.**
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. ADMINISTRATION RESPONSIBILITY

1. Any resultant contract of this *Proposal Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award of any resulting contract and the **Facilities Management Director or designee** will be responsible for administration and contract compliance.

1.16 BID PROTEST

In the case of protest associated with this RFP, the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 DISCLOSURE OF CONTRACTS OVER \$25,000-GOVERNOR'S EXECUTIVE ORDER 98-04

- No contract for commodities or services greater than \$25,000 and no discretionary grant greater than \$25,000 shall be awarded, extended, amended, or renewed by any agency to any bidder who has not disclosed as required in this proposal with the exception of bidders in Section 3D (emergencies) for goods and services for which disclosure may be obtained after purchase or service.

- 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 bidder, 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.

1.19 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, UAPB must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with UAPB that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Proposal Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically UAPB Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with UAPB may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information

technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University 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, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, 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.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 - 6. Integrating into networks used to share communications among employees, program participants, and the public.
 - 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, 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 assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visualy, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 PUBLICITY

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.25 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

1.27 TOBACCO FREE CAMPUS

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

1.28 FUNDING OUT CLAUSE

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charges for services, beyond the end of the then current period. Contactor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

1.29 PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractors shall provide copies of all such permits or licenses to UAPB.

1.30 CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents' representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondents further agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner

organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

1.31 BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in a manner requested by UAPB and consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

1.32 NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provided by UAPB's Board of Trustee Policy.

1.33 BEST AND FINAL OFFER

UAPB reserves the right to request an official "Best and Final Offer" from Bid Respondents if it deems such an approach is in the best of the institution. In general, the "Best and Final Offer" will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAPB. If UAPB chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document, including costs and answers to specific questions presented in the document. The specific format for the official "Best and Final Offer" request will be determined during evaluation discussions. The official request for a "Best and Final Offer" will be issued by the UAPB Procurement Department.

SECTION 2 – NOTICE TO CONTRACTORS

Project: Job Order Contracting for HVAC Work

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Pine Bluff is soliciting proposals to identify on-call (one (1) year with three (3) additional years of renewal options) **contractor (s) with expertise and experience in Job Order Contracting (JOC) for HVAC Work.**

The RS Means Cost Book (the current edition) will be used at the time of execution of the JOC Contract. The RS Means Cost Data book will be incorporated by reference, at the time of each annual contract renewal.

This award may be awarded to one or more contractors or may award to “**all**” qualified bidders. JOC’s for this scope of work is primarily unknown and unidentified. Bidders are guaranteed no work nor a specified number of projects per year. The University may opt to choose one or multiple contractors.

The Competitive Sealed Request for Proposal method and award shall be the basis for evaluating each proposal. Interested contractor’s proposal shall include responses to the following criteria which will be used in evaluating the “Best Value” proposal (pursuant to Arkansas Code 19-4-1416 (a) (1)) for the campus.

- a) **60% will be the contractor’s hourly rate for classifications utilized**
- b) **20% will be Qualifications and the Contractor’s ability to do the type of work described**
- c) **20% will be the Contractor’s Work Plan (the intended approach to management of the expected projects)**

The University may also opt to do additional oral interviews of the top two proposers which if done, will factor into “b” above.

Other requirements to respond are:

1. Must be currently licensed in the State of Arkansas (Ark. Code 17-25-315) for projects over \$50,000.
2. Wage determination or Davis Bacon rates will apply to each specific project.
3. This request for proposals does not commit the Owner to pay any cost incurred in the preparation of proposal. Further, the Owner reserves the right to reject any and all proposal and waive any formalities.
4. Supervision: The Owner, unless designated by another entity supervises the review of proposals and awarding of all construction contracts, approves contracts, change order, request for payment and ensures that on-site inspections are accomplished.
5. To enter a contract, contractor must also comply with the Governor’s Executive Order 98-04.

2.0 REQUIREMENTS FOR PROJECTS

All work completed by state and local building code and in accordance to job site safety:

- Plans layout installs and repairs HVAC systems, fixtures, apparatus, Building Automation Systems, and control equipment.
- Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable mechanical and HVAC equipment consistent with specifications and local ASHRAE codes.
- Prepare sketches showing location of mechanical and HVAC equipment, or

- follows diagrams or blueprints, ensuring that concealed mechanical equipment is installed before completion of future walls, ceilings, and flooring.
- Measures, cuts, bends, threads, assembles, and installs mechanical and HVAC equipment using tools, such as hacksaw, pipe threader, and tubing bender.
- Tests mechanical and HVAC equipment to ensure compatibility and safety of components, using testing instruments, such as leak detectors, pressure tests.
- Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.
- Repair faulty equipment of systems.
- Required to hold license or limited to project under \$50,000.
- Installation of new dedicated HVAC and mechanical systems designed and installed to match our specification
- Assist and advise UAPB HVAC services in repair and preventative maintenance needs, including all material and labor.

2.1 LOGISTICS FOR HIRING A SELECTED CONTRACTOR

- All jobs will be on a “Project by project” basis.
- As projects become due, those Contractors selected through this process will be notified by the Facilities Management Director to make a site assessment of the job.
- Ultimately, the contractor will work with and submit to the Facilities Director a “Job Estimate” based on the rates as set forth in his proposal.
- If his estimate is acceptable, it will be forwarded to the Procurement Office along with an approved purchase requisition.
- The Procurement Official will contact the Contractor and request the documents listed in Appendix A of this document which are applicable. *
- For projects over \$5,000 the purchase order will be issued after receipt of the approved purchase requisitions.

2.2 WORK SITES*

Bidder's “rate” quoted shall include travel to the following locations to make estimates as well as to do the work if selected. (No reimbursable expenses).

- **The Pine Bluff, Arkansas campus to include the Agriculture Exp. Station**
- **The Police Station**
- **The Lonoke Farm, Lonoke, Arkansas**
- **Downtown Pine Bluff – Business Incubator**
- **North University Plaza – Pine Bluff, Arkansas**
- **Other areas as assigned**

NO WORK IS TO COMMENCE UNTIL CONTRACTORS IS IN RECEIPT OF AN APPROVED PURCHASE ORDER.

No travel reimbursable is applicable here.

PERFORMANCE BASED CONTRACTING

Act 557 of 2015 of the Arkansas Legislature requires that all contracts \$100,000 or greater have included in the proposal document, performance standards for monitoring and evaluating project.

PERFORMANCE REQUIREMENTS

Performance requirements establish the acceptable level of service provided by the Contractor in the delivery of job order contract outline in this RFP.

DELIVERABLES /STANDARD	DAMAGES/CONSEQUENCES
Was the work performed to code?	Subject to Cancellation
Did the contractor follow design?	Subject to Cancellation
Did the contractor follow the established communication protocols?	Subject to Cancellation
Was the work performed at an acceptable quality?	Subject to Cancellation

FAILURE TO PERFORM CONTRACTED SERVICES

As further described in any contract awarded, the selected contractor shall be liable to the University for any and all damages incurred by the University as the result of the contractor's failure to perform the services required under the contract including such services which may survive the expiration of the contract.

Such damages may include, but are not limited to:

1. Costs for University staff time and resources (including correspondence or technical programming costs) required to address the selected contractor's performance failures.
2. Any fees, costs, penalties or additional tax liability incurred by the University or its employees based on the selected contractor's failures to provide all services prescribed in this RFP in full compliance with relevant laws and regulations.

SECTION 3 – SELECTION CRITERIA**BEST VALUE PROPOSALS EVALUATION SHEET**

Note: We will be rating you to the “right” as to how well you responded to Sections A, B, C (do not put scores in the section that reads “TOTAL POINTS GIVEN”).

Section A – Contactor’s Capabilities: (See details for requirements here)

Section B – Work Plan – We will be looking for a narrative as to how a hypothetical project will be carried out, to include services, procedures, etc. (see attached for requirements)

Section C – Costing (see attached for requirements)

**BEST VALUE PROPOSALS EVALUATION SHEET
CONTRACTOR CAPABILITIES**

Solicitation for Proposal UAPB A213

Job Order Contracting for – HVAC

Criteria

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds Requirements.		Possible Points	Total Points Given
A. CONTRACTOR CAPABILITIES : (20% of Total Points)			
1. Experience: Complete list with scopes of work for HVAC projects with commercial corporations, government, and higher education clients. *Does the Proposer demonstrate experience with clients of similar size and scope?	0-4		
2. References: Complete list with scopes of work for completed HVAC projects (latest 3 year period). *Did the list provide sufficient detail to determine ability? Reference checks sheets and comments?	0-4		
3. Years of experience (Minimum 3 – consecutive years): General information typically used (see verification sheets). *Experience relates to the amount of time in providing the service requirements, not necessarily the time the business has been in operation.	0-4		
4. Project personnel qualifications: List of current subcontractors typically employed. *Were key personnel roles, responsibilities and resumes identified and provided? Does the organizational chart support the level of service required (number and type of crews, level of supervision)? Were subcontractor roles, responsibilities and qualifications explained in sufficient detail?	0-4		
5. Professional membership , certifications, and licenses. Was information provided completed and current?	0-4		
Total Contractor Capability Points (add total to page 2)			

*Reference information provided on Contractor’s Qualification Statement Form

BEST VALUE PROPOSALS EVALUATION SHEET

CONTRACTOR CAPABILITIESSolicitation for Proposal UAPB A213**Job Order Contracting for – HVAC****Criteria**

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds Requirements.	Possible Points	Total Points Given
B. WORK PLAN: (20% of Total Points) 6. Work Plan: Descriptive narrative sufficiently explaining how work will be performed, identities of staff, time lines, equipment and supplies procurement and development, subcontract supervision, strategies, reporting, overall quality of the work plan. Was this plan well organized and presented in a clear, concise and logical manner?	0-4	
7. Services: Outline of sufficient detail as to contractor services provided in this proposal. Were services explained as to what and how services are to be provided and to what extent? Are additional services of value to the University being offered in this proposal?	0-4	
8. Procedures: Outline and discussion of quality control personnel, plan, and standards; deficiency and punch list procedures, emergency procedures, and contingency plans for working around our ongoing educational operations (night, weekend, and intermittent scheduling). Did the Proposer reflect standards to be utilized for implementation policies or procedures and clearly outline and discuss extent?	0-4	
9. Reporting and documentation: Examples of project management reports, close-out documents, as built procedures, shop drawings, submittal procedures, and safety reporting. Did the Proposer clearly and concisely explain their reporting and documentation capabilities and provide examples?	0-4	
10. Acceptability: Was the work plan tailored to fit the University's operations? Did it provide sufficient detail and insight into our educational needs and mission? Were responsibilities clearly and explicitly defined and aligned with the JOC program requirements?	0-4	
SUMMARY A. CONTRACTOR'S CAPABILITY = 20 POINTS B. CONTRACTOR'S WORK PLAN= 20 POINTS C. COST(Rates): (60% OF TOTAL POINTS) = 60 POINTS GRAND TOTAL WORKSHEET POINTS (A+B+C) =D	0-100	

APPENDIX A

This is the document that will be sent to the successful contractor as notification that the attached listing of documents/forms are needed to consummate a contract.

NOTE CAREFULLY:

This page will be completed and sent to the Contractor(s) once the final price for the project has been determined as reflected on the Job Order Estimators Sheet (**to be determined by the Contractor and the Facilities Management Director**). Once all the requested documents below are received by the Procurement Office they will be forwarded to the UA Systems Office for approval. **NO PROJECT SHALL PROCEED WITHOUT AN APPROVED PURCHASE ORDER.**

**UNIVERSITY OF ARKANSAS AT PINE BLUFF
PINE BLUFF, ARKANSAS 71601**

NOTIFICATION OF INTENT TO AWARD

TO: _____
RE: _____
TOTAL AMOUNT \$ _____
DATE: _____

I am herein requesting the following documents by or before specified (date).

It is the intent of the University of Arkansas at Pine Bluff to enter into a contract with your company for the above mentioned project pending receipt of the following:

- **100% FILED PERFORMANCE BOND -**
YOU MUST HAVE YOUR INSURANCE USE THE 'DATED" FORM (attached) NO SUBSTITUTE FORM WILL BE ACCEPTABLE "before" it is filed at the Jefferson County Court House
 - Must be in the name of "The Board of Trustees of the University of Arkansas" (already stated on the form – must be exact wording)
 - Have your insurance company add the Power of Attorney page
 - You must take it to the Jefferson County Court house where they must stamp "each" page.
THEY REQUIRE AN ORIGINAL AND SO DO WE. WE ADVISE YOU TAKE 2.
- **THE AGREEMENT FORM- (all three pages)**
Must complete the top of page #3 with signature- we will get the signature of the Vice Pres. of Administration.
- **ILLEGAL IMMIGRANT CERTIFICATION-** In compliance with Act 157 of 2007, each Contractor bidding over \$25,000 must certify on the Office of State Procurement's web site www.transform.ar.gov/procurement/ that this company does not employ nor will employ illegal immigrants for this public works project.
- **CONTRACTORS GRANT AND DISCLOSURE** forms complete for **Contractor and all other subs as well who are bidding over \$25,000.**
- **CERTIFICATE OF INSURANCE-** We need a current insurance certificate. The Description of Operation must read (***Certificate holder is named as additional Insured as respects General Liability Coverage.***) The Certificate Holder must read (***The Board of Trustees of the University of Arkansas, acting on behalf of the University of Arkansas at Pine Bluff.***) Please do not include a project name. (See attached sample)
- **EQUAL OPPORTUNITY POLICY-** of your company regardless of the amount (we have a template if you do not already have one in place).

- **OTHER SUBCONTRACTOR INFORMATION PAGE- Must list all other subs who you intend to use on this project.**
- **BOYCOTT OF ISRAEL CERTIFICATION**
- **COMBINED CERTIFICATION**

As soon as we are in receipt of the same, we will submit all to Vice President for Finance and Administration.

APPENDIX B



JOB ORDER CONTRACTING (JOC) IN A NUTSHELL

JOB ORDER CONTRACTING – Authorized for state agency use under Act 1476 of 2003

• JOC (*job order contracting*) is a means of identifying a contractor to perform public works projects through a **selection process** to do a specified type of job. May be awarded to one or more contractors or may award to “all” qualified bidders.

• Bidders are guaranteed no work nor a specified number of projects per year.

LICENSES: Each bidder must be licensed the day he submits his bid in order to do projects over \$50,000. **If you are, put your current Contractor's Licenses here:** _____ **Expiration Date** _____. Without a license you may still submit a bid however you will be limited to jobs under \$50,000.

• **COST-** The Coefficient or rates you bid must include the following: **Labor (for both State and Federal Wage Determinations) travel and insurance (see the Supplementary Insurance requirements of this document).** Once you are contacted about a job then you will add *material cost and bond cost if applicable*. In lieu of OCP Insurance (Owner Contracting Protection Insurance) we request that your insurance company list the **Board of Trustees of the University of Arkansas as additional insured on the commercial general liability certificate**. If this cannot be done the OCP is required usually as a binder for all projects over \$5,000.

JOC ESTIMATE SHEETS

As projects are due, the Facilities Director must have a best estimate in mind to compare with the quoted price (based on RS means, or Rates bid) from the Contractor. He may also opt to have two (2) contractors quote a price for comparison purposes. The Facilities Director is responsible for knowing that this is a good and reasonable price for the project.

• Once the Contractor and the Facilities Director are in agreement with the cost, the Contractor will be asked to complete the JOB Order Estimate sheet, sign and submit to the Facilities Director.

• The Estimate Sheet will be forwarded to Procurement. Procurement will contact the contractor for other documents relative to this project.

• JOC is an excellent way to “fast track” projects in that the formal bid process is eliminated.

• The selected Contractor(s) may be granted at the beginning of each new fiscal year not to exceed a total of four (4) years if the price remains mutually agreeable and the quality of work is satisfactory to the University.

• Recent new legislation permits the agency to contract up to \$1,200,000 per construction job for the first year of the contract.

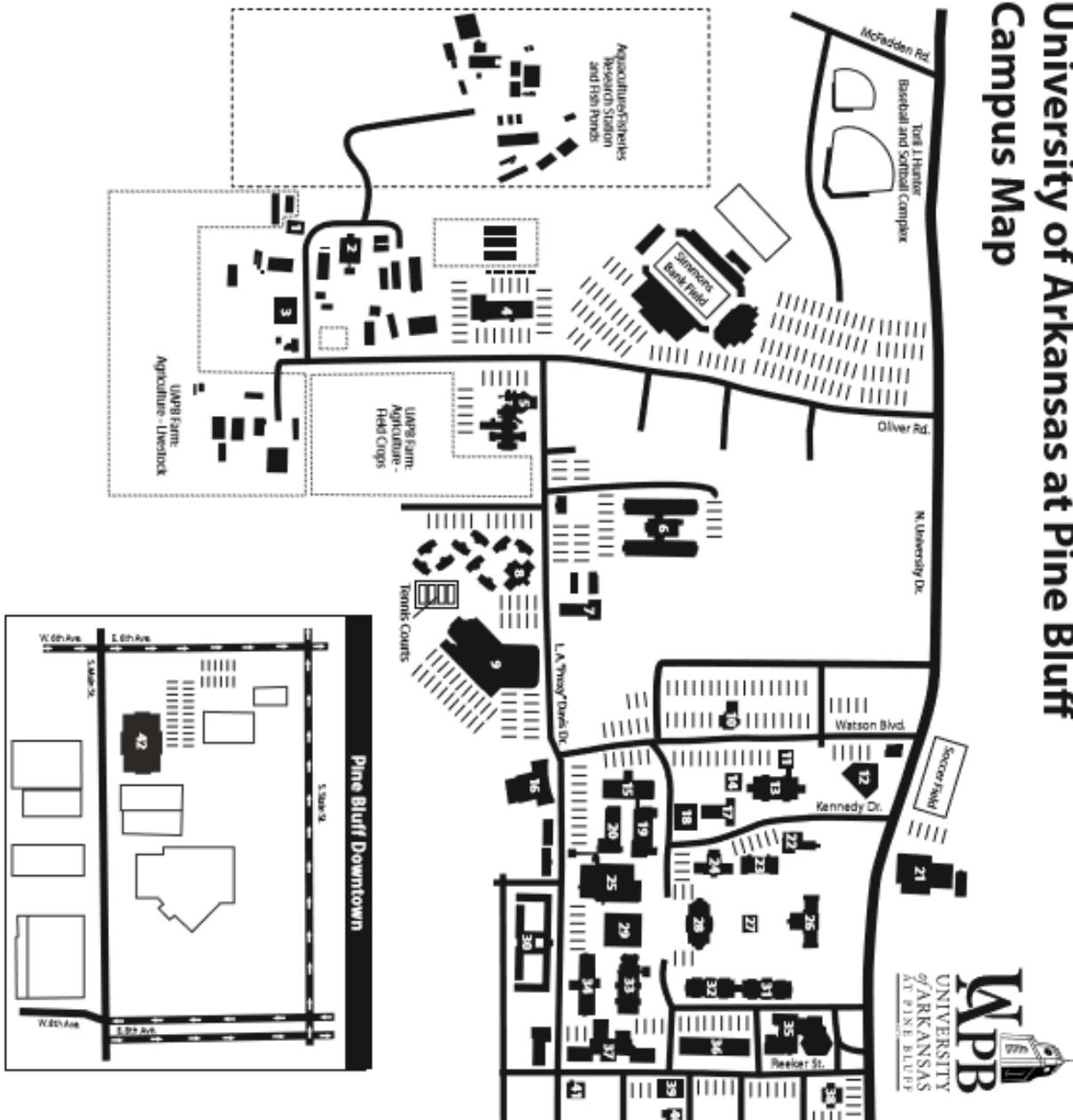
• ***RS Mean Cost Data book will be incorporated by reference.***

• Once the Contractor and the Agency are in agreement the Contractor may start work once in receipt of the Purchase Order to begin. **The Contractor is not advised to start any projects without the Purchase Order.**

APPENDIX C

University of Arkansas at Pine Bluff

Campus Map



1. Motor Pool
2. Value Added Products Building
3. Agricultural Technology and Training Center
4. S. J. Parker Agriculture Research Building
5. S. J. Parker 1890 Extension Complex
6. Delta Housing Complex
7. Facilities Management
8. Johnny B. Johnson Housing Complex
9. Health, Physical Education and Recreation (HPER) Building
10. Alumni House
11. Child Development Center
12. Administration Building
13. Human Sciences Building
14. Fitness Center
15. Woodard Hall
16. STEM Building
17. Infirmary Building
18. Walker Research Center
19. Holiday Hall
20. Larson Hall
21. Hazard Building/Military Science
22. Childress Hall
23. Douglas Hall
24. Lewis Hall
25. L.A. Davis Sr. Student Union
26. Caldwell Hall
27. W.E. O'Bryant Bell Tower
28. Henderson Young Hall
29. John B. Watson Library
30. Harold Complex
31. Dawson-Hicks Hall
32. Cain-Gabbidon Hall
33. Kountz-Kyle Hall
34. Hunt Hall
35. Hathaway-Howard Fine Arts Center
36. Corbin Hall
37. Rust Technology Building
38. Welcome/Information Center
39. University Police
40. Residential Life
41. UAPB/AMAN Credit Union and Office Complex
42. UAPB - Business Support Incubator

University of Arkansas at Pine Bluff Standard Terms and Conditions

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State.
 3. **CERTIFICATION:** By submission of a proposal response, the bidder certifies that he/she has read all standard terms and conditions and any special term and conditions included in the Request for Proposal and that the proposal submitted is in accordance therewith.
 4. **PROPOSAL SUBMISSION:** Original Proposal Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for proposal opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Proposal Solicitation*. The proposal **must** be typed or printed in ink. The signature **must** be in ink or digital. Unsigned proposals **shall** be rejected. The person signing the proposal should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late proposals shall not be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
 5. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Proposal Solicitation*. Unless otherwise specified, the proposal **must** be firm for acceptance for **thirty (30)** days from the proposal opening date. "Discount from list" proposals are not acceptable unless requested in the *Proposal Solicitation*.
 6. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
 - A) A FIRM** Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
 - B) A TERM** Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the proposal are not guaranteed, and the University may ordered more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services. Quantities stated in a *Proposal Solicitation*

for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering department.

7. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Proposal Solicitation*, any catalog brand name or manufacturer reference used in the *Proposal Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Proposals on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the proposal **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Proposal Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
8. **GUARANTY:** All items bid **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 *Proposal Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
9. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, proposal or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
10. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
11. **AMENDMENTS:** Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by regulation.
12. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the proposal price. Trade discounts should be deducted from the unit price and the net price should be shown in the proposal.
13. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.
14. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during UAPB work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
16. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
17. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
19. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the proposal and purchase order numbers, where itemized in the *Proposal Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UAPB. Contractor **shall** properly identify items being returned.
21. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the 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 Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
24. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
25. **LACK OF FUNDS:** The **University of Arkansas at Pine Bluff** may cancel a contract to the extent funds are no longer available for expenditures under said contact. Any delivered but unpaid goods will be

returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods the contractor may file claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.

26. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this 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.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by **University of Arkansas at Pine Bluff** pursuant to this contract.
28. **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.
29. **IRS TAX CERTIFICATION INFORMATION:** The **University of Arkansas at Pine Bluff** is a State Institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (V), in that it is described in code 170© (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
30. **ALTERNATE PROPOSAL:** Will not be considered, only one (1) proposal response will be evaluated.
31. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this RFP, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your proposal response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include "**indemnification and governing laws.**" **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**