REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	UAPB A231	**Solicitation Issued:**	October 26, 2026
Description:	Multimedia Content Artist	**Type of Contract:**	Term
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	December 1, 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 RFP 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. • 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:	https://uapb.edu/administration/finance-administration/purchasing/bid-opportunities/		

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 University of Arkansas at Pine Bluff (UAPB) is launching the **Multimedia Art Experience**, an initiative designed to merge various forms of visual art, projection technology, and live performance to create immersive environments and transformative learning opportunities. This project supports UAPB's commitment to expanding creative expression, enhancing instructional innovation, and strengthening student and community engagement through **multimedia-driven learning experiences**.

Located in the heart of the Arkansas Delta region, UAPB is an 1890 Land-Grant Historically Black College and University (HBCU) with a diverse student population, competitive academic programs, and distinguished faculty. For more than 150 years, the University has fostered an environment of learning, growth, and productivity while providing students with opportunities to advance academically and professionally. As the second-oldest public university in Arkansas and the state's only public HBCU, UAPB remains committed to its historic mission of providing education in agriculture, the mechanical arts, scientific and classical studies, and addressing **economic and community challenges** at the local, state, and regional levels.

UAPB offers more than 30 undergraduate and master's programs, as well as the state's only Ph.D. in aquaculture and fisheries. The University's bachelor's degree program in regulatory science is designated as a **Center of Excellence** by the U.S. Department of Agriculture. In alignment with its mission and strategic priorities, UAPB seeks to engage **highly qualified creative professionals** who can support specialized instructional and artistic initiatives such as the Multimedia Art Experience.

The selected Multimedia Content for Artist will play a key role in advancing this initiative by providing training, developing digital art assets, and supporting immersive installations that enrich the academic and cultural environment of the University.

1.2 TYPE OF CONTRACT

A. As a result of this RFP, this contract is a term contract that will be awarded to a **Single** Contractor.

B. The anticipated starting date for any resulting contract is **January 1, 2027**, 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 for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by UAPB for up to **six (6)** additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) 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	October 26, 2026
Deadline for Prospective Contractor Questions	November 17, 2026, 12:00 P.M. CST
Deadline for UAPB to respond to questions	November 23, 2026, 4:00 P.M. CST
Proposal Due Date	December 1, 2026, 11:00 A.M.
Evaluation Period*	December 2 – 9, 2026*
Interview Topmost Qualified Firms (If needed) *	December 15, 2026*
Award Contract*	January 1, 2027*

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 cost section. Pricing **must** be proposed in U.S. dollars and cents

      iii. To allow time to evaluate proposals, the costs **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. Three (3) 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 **11/17/2026** 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 r*esponse 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 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, based 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 **Chair of the Art Department 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 hard copy 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 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 is 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 people 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 accommodation.

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-visually, 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.

1.26 CERTIFICATION OF NON-SCRUTINIZED COMPANY

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

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. Contractor 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 invites 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 invites 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 – REQUIREMENTS

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

2.1 SCOPE OF WORK

The University of Arkansas at Pine Bluff (UAPB) seeks to contract with a qualified contractor to provide professional multimedia content development, training, and technical support services to advance the University of Arkansas at Pine Bluff's Multimedia Art Experience. The work will integrate digital art, projection mapping, sound design, and live-performance based media to create immersive artistic and instructional environments.

The selected contractor will be responsible for the following:

1. Training faculty members and students on how to create graphics, digital painting, mappings, and sound recordings that can be merged with live performance to create immersive art installations.
2. Group workshops and one-on-one instruction to create appropriate digital art to be used in immersive art exhibits.
3. Group workshops and one-on-one instruction on use of projection mapping software.
4. Deliver bi-weekly training sessions online and as needed.

2.2 MANDATORY REQUIREMENTS:

The Contractor shall perform services as an independent contractor and shall not be considered an employee of the University.

1. The Contractor must have experience in graphic design, digital visual art, digital sound recording, and use of projected art during live performances(s).

2. The Contractor must provide all specialized multimedia equipment unless otherwise approved in writing by UAPB.

2.3 CONTRACTOR'S INSURANCE REQUIREMENT

A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverage is outlined under item #2.3 B this document.

1. The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
2. The policy shall be written by a Casualty Company authorized to do business in the State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
3. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
4. It must carry a 30-day notice of cancellation clause.
5. The certificate must be current and bear the name of the University of Arkansas Board of Trustees acting on behalf of the University of Arkansas at Pine Bluff as the Certificate Holder. It must also indicate in the description of the exact name of this project and the amount bid which will indicate that this certificate is valid for this project.
6. In the event that the bidder fails to maintain and keep in force product liability insurance, commercial general liability insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and**

terminate the agreement immediately and without notice.

B. The bidder shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the bidder's operation under this contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them or by anyone for whose acts many of them may be liable.

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
- Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

SECTION 3 – SELECTION CRITERIA
BEST VALUE PROPOSALS EVALUATION

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.

3.1 QUALIFICATIONS AND EVALUATION CRITERIA

The Contractor(s) selected for an award will be the Contractor(s) who submits the most advantageous proposal to the University. The University of Arkansas at Pine Bluff is not bound to accept the lowest priced proposal if that proposal does not provide the "Best Value". Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAPB (for whatever reasons), UAPB may reconsider the Proposals of other Respondents and, if appropriate, may enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of Proposals. The criteria for evaluation of qualified proposals, and selection of the successful Contractor(s) for this award, will be based on the factors listed below. Each criterion should be on a separate page, numbered and titled as listed below. The University will evaluate Proposals submitted based on the criteria listed below.

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation**-assignment of tentative rating points by individual selection committee member.
2. **Final evaluation**-assignment of final rating points by full selection committee.

Note: All proposals must be typewritten in single spaced, size 11-point Arial or Times New Roman font on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with appropriate binding and tabs that index each section. Margins shall be set at 1" on all sided of the pages. Pages must be numbered. All responses to this RFP shall be organized in the same order as listed below in sections

Bidders should address each item listed as point scoring criterion in this section to be assured a complete evaluation.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of vendor proposals.

The maximum number of points is 170

A. HISTORY AND PAST PERFORMANCE **50 POINTS**

Bidder must provide information to be used to evaluate the following:

1. References for Comparable Creative Projects
    - Provide prior clients for similar multimedia, projection mapping, digital art, or instructional services,
    - Include Contact name, phone, email, full address, and entity name
2. Table of Contents
    - Provide an organized outline of all proposal materials
3. Executive Summary
    - Provide one page summary describing the bidder's artistic approach, instructional philosophy, and capacity to support UAPB's Multimedia Art Experience.
4. Organization or Artist Profile

- Provide background, mission, artistic focus, years of experience, and relevant technical expertise.

5. Previous Project Narrative Descriptions
   For each project cited as evidence of qualifications, include:
   - Description of multimedia work performed
   - Time period of project
   - Scheduled vs. actual completion dates
   - Artist's responsibilities and deliverables
   - Customer reference with current contact information

B. LEVEL OF RESPONSIVENESS TO RFP 60 POINTS

Evaluators will assess how thoroughly and clearly the bidder addressed all required components of the Multimedia Art Experience.

1. Responsiveness to Mandatory Requirements
   Clarity, completeness, and compliance with all required elements.

2. Training and Instructional Plan
   Explanation of the bidder's approach to bi-weekly training, workshops, one-on-one instruction, and faculty capacity building.

3. Creative Content Development Approach
   Quality and detail of the bidder's plan for developing multimedia content, projection mapping assets, sound design, and digital art deliverables.

4. Project Management and Communication
   Explanation of timelines, coordination with campus stakeholders, reporting and collaboration with faculty and staff.

5. Technical Support and Troubleshooting
   Description of how the bidder will provide ongoing technical assistance, software support and equipment guidance.

6. Completeness of Proposal Submission
   How well the bidder responds to all submittal requirements and instructions.

C. INTERVIEW 30 POINTS

The two (2) companies with the highest scores from the preliminary evaluation may be requested to attend a thirty (30) minute conference interview. The date and time will be emailed to those companies later in this process.

The University may also opt to do oral interviews, which if done, interviews points will be eliminated from the evaluation criteria.

The total interview time will be 30 minutes, broken down as follows:

- 15 minutes for the firm's presentation
- 15 minutes for questions and answers

Interview: the interview criteria and their associated maximum points are as follows:

- Presentation:15 points
- Response to questions: 10 points
- Quality of overall interaction between team members and with the University: 5 points
- Subtotal: 30 points

D. COST **30 POINTS**

Points shall be assigned as follows:

1. Cost Sheet
   As Provided in the Technical Package

2. Remaining bids shall receive points in accordance with the following formula

(a/b) (c) = d

a = lowest bid

b = second lowest bid

c = maximum points for cost category

d = number of points allocated to bid

Total points this (Criteria) proposal 170 Points

3.2 EVALUATION CRITERIA

The Proposal criteria and their associated maximum points are as follows:

Section	Points
History and Past Performance	50
Bidder's Level of Responsiveness to RFP	60
Interview	30
Cost	30
Total Points	**170**

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not** provide responses to items in this section.

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Accounts Payable Department
University of Arkansas at Pine Bluff
1200 N. University Drive, Mail Slot 4984
Pine Bluff, AR 71601

A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

B. Do not invoice UAPB in advance of delivery and acceptance of any goods or services.

C. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

D. The Contractor should invoice the UAPB by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

E. Other sections of this RFP Solicitation may contain additional Requirements for invoicing.

4.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by UAPB upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Continue a contract once any equipment has been repossessed.
4. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
5. Enter a contract which grants to another party any remedies other than the following:
   a. The right to possession.
   b. The right to accrued payments
   c. The right to expenses of deinstallation
   d. The right to expenses of repair to return the equipment to normal working order, normal wear and tears excluded.
   e. The right to recover only amounts due at the time of repossession and any unamortized non-recurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas
C. The laws of the State of Arkansas govern this contract
D. A contract is not effective prior to award being made by a State Procurement Official.

CONDITIONS OF CONTRACT

E. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affects the completion of the work.

F. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Controller.

4.3 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.

B. The Contractor's liability for damages to the State will be limited to the value of the Contract or $X,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions **must not** be construed or deemed as the UAPB's waiver of its right of sovereign immunity. The Contractor agrees that any claims against UAPB, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.4 RECORD RETENTION

A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entitles or any of their duly authorized representatives.

B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this Bid Solicitation may contain additional Requirement regarding record retention.

4.5 PRICE ESCALATION

A. Price increases will be considered at the time of contract renewal

B. The Contractor **must** provide to UAPB a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. UAPB has the right to require additional information pertaining to the requested increase.

C. Increases will not be considered to increase profit or margins.

D. UAPB has the right to approve or deny the request.

4.6 CONFIDENTIALITY

A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and UAPB has the right to cancel the contract on these grounds.

C. Previous sections of this Bid Solicitation may contain additional confidentiality Requirements.

4.7 CONTRACT INTERPRETATION

Should UAPB and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of UAPB is final and controlling.

4.8 CANCELLATION

A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractors written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

University of Arkansas at Pine Bluff
Standard Terms and Conditions

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. 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 order 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 on the 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 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 contract. 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. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.

31. **ALTERNATE PROPOSAL:** Will not be considered, only one (1) proposal response will be evaluated.

32. **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.**