



**STATE OF ARKANSAS**  
 University of Arkansas at Monticello  
 346 University Drive  
 Monticello, AR 71656

## REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	AA252602	Solicitation Issued:	March 31, 2026
Description:	Campus Bookstore Operations		
Agency:	Board of Trustees (the "Board") of the University of Arkansas for the University of Arkansas at Monticello (the "University" or "UAM")		

RESPONSE DUE DATE			
Proposal Response Due Date:	May 8, 2026	Time:	3:00 p.m., Central Time
<p>Proposal submissions for this Request for Proposals <b>must</b> be delivered to the UAM Procurement Office on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location	<p><b>UAM Finance and Administration            Office of Procurement            346 University Drive            Administration Building, Room 101-A            Monticello, AR 71656</b></p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Proposal's Outer Packaging	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> <li>Solicitation number</li> <li>Date and time of bid opening</li> <li>Prospective Contractor's name and return address</li> </ul>

DEPARTMENT NAME CONTACT INFORMATION			
Department Buyer:	Thomas Lafever	Buyer's Direct Phone Number:	870-460-1722
Email Address:	<a href="mailto:lafever@uamont.edu">lafever@uamont.edu</a>	Department Main Number:	870-460-1022
Department Website:	<a href="https://www.uamont.edu/Fin-Admin/purchasing.html">https://www.uamont.edu/Fin-Admin/purchasing.html</a>		

# SECTION 1 – INFORMATION AND INSTRUCTIONS

## 1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the University of Arkansas at Monticello (UAM) for the UAM Office of Procurement to obtain pricing and a contract(s) for the Campus Bookstore Operations.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the RFP.

## 1.2 LIVE PROPOSAL OPENING

Please attend the proposal opening in person if desired. The sealed proposals will be opened publicly at University of Arkansas at Monticello, Administration Building Suite 101 Monticello, AR 71656 at 3:00 pm on May 8, 2026.

## 1.3 OBJECTIVE AND GOALS

UAM seeks to receive proposals for contracting the operations of the UAM Bookstore.

The University's objectives for the Bookstore management and operation are listed below. It is expected that the Contractor shall adopt the following objectives for the management and operation of the Bookstore:

1. To provide the University community with a full range of merchandise and services expected from a quality academic bookstore, including textbook rentals and digital textbooks.
2. To have sufficient quantities of textbooks and related supplies and materials, as required or recommended by the faculty for academic courses, available for purchase by students at the specific times the items are needed.
3. To ensure that the textbooks and editions of textbooks (whether paper or electronic) specified by the University are available for sale.
4. To provide a wide selection of current trade, academic and technical literature in support of required material for the academic disciplines of the University.
5. To offer a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, University emblematic apparel, memorabilia and other miscellaneous items.
6. To provide timely response to customers requiring special order literature and other such materials.
7. To provide textbooks and other quality merchandise to the University community under pricing policies that are both fair and competitive for like or similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area.
8. To keep apprised to new merchandise of interest to the University community.
9. To minimize out-of-stock situations on textbooks.
10. To provide for efficient customer traffic flow during rush periods and minimize time spent by customers in waiting lines.
11. To meet the bookstore needs of the patrons with various disabilities. ADA requirements must be adhered to in all aspects of the management and operation of the Bookstore.
12. To provide employment opportunities for students.
13. To become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and other assistance based upon the University's ongoing and unique activities.
14. To be familiar with and discuss provisions of the Higher Education Opportunity Act of 2008, Text Book Division, as well as State of Arkansas Act 175 of 2007 related to regulation of textbook sales and prompt notice of adoption of textbooks for state-supported institutions of higher education.
15. To provide the option of online purchasing of textbooks and other merchandise.

NOTE: Office Supplies for all Departments of UAM will not be purchased from the UAM Bookstore. The State of Arkansas offers a contract for these supplies.

#### 1.4 BACKGROUND AND CURRENT ENVIRONMENT

The University consists of the main campus in Monticello, the UAM College of Technology-Crossett, and the UAM College of Technology-McGehee. The Monticello location provides both undergraduate and graduate degree programs to residential and commuting students. The Crossett and McGehee locations provide technical programs as well as a variety of college-transferable courses. The University has an all campuses operating budget (educational and general/auxiliary) of approximately \$51 million. All facilities of the University of Arkansas at Monticello campus(s) are tobacco free.

The University's fall semester begins usually in mid August of each year. The current Bookstore is operated by Follett, and reports to the Business Manager. Previous gross sales for July 1, 2024 to June 30, 2025 are approximately \$875,000. Current year is expected to be approximately the same. The Bookstore contains approximately 2,376 square feet of retail space and 753 square feet of storage and office space. Current hours of operation are 8:00 A.M. to 4:00 P.M. Monday – Friday.

#### 1.5 TYPE OF CONTRACT

- A. As a result of this RFP, UAM intends to award a contract to a **single Contractor**.
- B. The anticipated starting date for any resulting contract is **July 1, 2026**, except that the actual contract start date may be adjusted unilaterally by UAM for up to **three (3) 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 UAM, the contract may be renewed 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**.

#### 1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- C. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. "Shall" and "must" mean the imperative and are used to identify Requirements.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

#### 1.7 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 State. All times are listed in Central Time.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

<b>ACTIVITY</b>	<b>DATE</b>
RFP Release to Prospective Contractors	March 31, 2026
Deadline for Prospective Contractor Questions	April 13, 2026, 4:30 p.m.
Answers to Questions Posted to Website Location	April 17, 2026
Proposal Due Date	May 8, 2026
Committee Evaluations Period	May 11-May 15, 2026
Post Anticipation to Award*	May 18, 2026
Award Contract*	June 1, 2026

**1.8 CLARIFICATION OF SOLICITATION**

- A. Submit questions requesting clarification of information contained in this Solicitation via email to the Buyer on page one (1) of the RFP by the date and time listed in Table A.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers.
  - 2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer 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 Buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UAM 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 UAM.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

**1.9 RESPONSE DOCUMENTS**

- A. *Original Technical Proposal Packet*
  - 1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
  - 2. The following items are proposal submission requirements and **must** be submitted as a hardcopy part of a Prospective Contractor's proposal response.
    - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
    - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
    - c. One original hardcopy of the completed *Official Solicitation Price Sheet*.
      - i. Include a sealed envelope with the cost information, clearly labeled "Cost Proposal" with the material mentioned above. **Vendors who fail to submit a cost separately will be considered non-responsive.**
      - ii. Pricing **must** be proposed in U.S. dollars and cents.

- iii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
    - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the university quantities ordered at no more than the submitted price.
  - iv. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
  - v. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly.
    - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
  - vi. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
  - vii. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response.
  - viii. State law requires that the proposal be submitted no later than the date and time specified in this RFP. Vendors mailing proposals should allow a sufficient mail delivery period to ensure timely receipt of their proposals by the above office.
  - ix. Any proposals received after the publicly scheduled opening date and time will be immediately disqualified. Prior to the RFP award, all proposals shall be guaranteed and binding for a period of not less than ninety (90) days past the proposal submission deadline (opening date).
- d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
  - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
    - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
    - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
- a. *EO 98-04: Contract and Grant Disclosure Form*.
  - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

**B. Additional copies**

- 1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
  - a. Five (5) complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
  - b. One (1) electronic copy of the *Technical Proposal Packet*.
  - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.
  - d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).

2. Electronic copies should be submitted on flash drives and in PDF format.
  3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
    - a. In case of a discrepancy, the original hardcopy governs.
  4. If UAM requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
  - D. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
  - E. Prospective Contractors may submit multiple proposals.
  - F. Proposals may be withdrawn by written notice by the Vendor's authorized representative at any time prior to the date set for the RFP opening.

## SECTION 2 – REQUIREMENTS

### 2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

If a contract is awarded as a result of this RFP, and all relevant reviews and approvals obtained, the offeror awarded the contract **shall** have the exclusive rights to market and operate, **as an independent contractor**, the UAM Bookstore on the main campus of the University of Arkansas at Monticello. Proposals are required for the main campus only but vendors are encouraged to include plans for the McGehee and Crossett campuses. An independent contractor is defined as the business or corporation that provides goods and services to University of Arkansas at Monticello as specified in this RFP. The Contractor must be registered with the Arkansas Secretary of State to do business in the State of Arkansas and be in good standing. The Contractor must have sufficient personnel (at least three or more employees), or a credible plan, to fully staff the UAM Bookstore 5 days a week from 8:00 am through 4:30 pm. The Contractor must have any and all permits or licenses required by applicable law and local ordinance. The Contractor shall provide, at his/her own expense, all required supplies, materials and equipment not provided by the University. The Contractor shall be responsible for all costs of marketing and operations of said facility, including but not limited to, maintaining adequate staffing, inventory, supplies and maintenance not provided by the University. The University will provide existing interior space and all utilities.

The Contractor cost of said operations shall include, but not be limited to, the following:

- 2.1.0 Cost of all staffing required for complete marketing and operations of the Bookstore.
- 2.1.1 Cost of maintenance or replacement of all furnishings and equipment. Contractor will be required to fully furnish the Bookstore, including fixtures and equipment.
- 2.1.2 Contractor will provide normal every-day type maintenance of the allotted space, furnishings, equipment and related items and the repair/replacement of such to the satisfaction of the University. Normal every-day type maintenance is defined as, but not limited to, changing of light bulbs, replacement of light or electrical outlets, etc.

The University will properly make all repairs to the facilities, which are required as a result of "normal wear and tear" and not caused by negligence of the Contractor or his/her employees. Damages caused by carelessness or negligence of the Contractor or his/her employees or vendors shall be repaired promptly at the Contractor's expense.

Facilities are defined as walls, ceiling, plumbing, light fixtures and floors. All equipment used in the normal every day operation will be Contractor's responsibility to maintain and repair. The University will supply the facilities and utilities. All equipment and furnishings will be the responsibility of the Contractor. Any cost directly and clearly connected to abuse or negligence by the Contractor or its contractors shall be charged to the Contractor. The Contractor shall keep all said furniture, equipment, common area lighting, etc. in a proper condition and repair.

Normal Wear and Tear is defined as the act of wearing under normal use (not abuse): to impair or diminish by use of attrition; to consume or waste gradually by fatigue, use by the passage of time according to the life expectancy of each piece of equipment (each piece of equipment has its own life depreciation). Examples of "normal wear and tear" include, but are not limited to, a faucet washer will wear out due to constant use of the unit, a door closer will wear out due to constant use, etc. Examples of items that are not "normal wear and tear" include, but are not limited to, broken knobs of a cabinet, broken switch cover plates, etc.

- 2.1.3 Any additional equipment not included in the initial design of the facility, which requires the use of electricity, must be approved by the Director of the UAM Physical Plant before installation.
- 2.1.4 Maintenance and repair of all office equipment, including office furniture, computers, calculators, cash registers, etc.
- 2.1.5 Labor and labor relations.
- 2.1.6 Completed insurance coverage (UAM will provide insurance on the building only).
- 2.1.7 Telephone expense, except for "on campus services".
- 2.1.8 Management and staffing salaries and fringe benefits.
- 2.1.9 Personnel and the training of such. **Describe your suggested training program.**
- 2.1.10 Legal and professional advice.
- 2.1.11 Field audits and controls.
- 2.1.12 Annual audited reports. **NOTE:** The Contractor shall provide the Vice Chancellor for Finance and Administration a complete set of audited financial statements each fiscal year.
- 2.1.13 Motor vehicles, if needed, which are required by the Contractor to perform the contract.
- 2.1.14 Normal stock and inventory of the Bookstore.
- 2.1.15 Lock Changes - The Contractor, at his/her expense, must change locks for the Bookstore area to maintain security. The Director of the UAM Physical Plant must approve all systems. The UAM Physical Plant and the UAM University Police Department shall have full access to the Bookstore in case of an emergency.
- 2.1.16 Without additional expense to the University, **the Contractor shall be responsible for, and pay all, applicable federal, state, and local taxes** and shall comply with all local laws, ordinances and regulations and shall obtain and pay for all permits, licenses, etc., unless otherwise specified.

## **2.2 SCOPE OF SERVICES AND GENERAL REQUIREMENTS**

- 2.2.1 The Contractor shall be responsible for the full operation, maintenance and appearance of the interior of the Bookstore, including decorating and custodial services. No physical changes will be made without the consultation and written approval of the Vice Chancellor for Finance and

Administration. The Contractor will be required to provide all furnishings, fixtures and equipment for the Bookstore.

- 2.2.2 The Contractor agrees to provide Bookstore services as described in the Proposal and guarantee annual compensation for the exclusive right to offer Bookstore service on the University of Arkansas at Monticello campus. **If a guaranteed "base of gross sales" is used to determine the payment to the University, then the respondent must address the issue of: if gross sales exceed the guaranteed base used for the annual payment, what will be used as the basis for determination of additional consideration to be paid to the University.**
- 2.2.3 The Contractor agrees to make these payments to University of Arkansas at Monticello on a monthly or quarterly basis.
- 2.2.4 The Contractor shall not increase the pricing structure of the originally agreed upon category of items without the written approval of the Vice Chancellor for Finance and Administration as referred to below in 2.2.9.
- 2.2.5 The Contractor agrees to supply UAM with complete and true records of sales to include period and dates covered. **Address how this will be accomplished.**
- 2.2.6 The Contractor shall assume all bookstore operating costs including, but not limited to, inventory, labor (including management and supervisory), fringe benefits, all taxes (including payroll taxes and sales taxes), insurance, license, permits, equipment repairs, replacement, in-store security and in-store custodial services.
- 2.2.7 The Contractor shall submit a monthly-unaudited financial statement, which is to include a profit and loss statement, to the Vice Chancellor for Finance and Administration.
- 2.2.8 The Contractor shall confer with UAM in the establishment of store hours in order to adequately service day and possibly evening services. **List your suggested hours of operation.**
- 2.2.9 The University has attempted to keep the costs of providing and attaining a basic education as low as possible. The Contractor shall indicate their pricing policy below:
1. All new textbooks, paperback books and trade books shall be sold at a price of \_\_\_\_\_
  2. Used textbooks in saleable condition shall be sold at \_\_\_\_\_
  3. All other merchandise shall be marked up to reflect a usual gross profit margin of \_\_\_\_\_
  4. Any net priced merchandise (invoiced at a net cost) may be priced to reflect the usual industry gross margin of \_\_\_\_\_.
  5. University of Arkansas at Monticello may request and shall receive from the vendor appropriate documentation that the above pricing policies are being practiced.
- 2.2.10 The Contractor shall post conspicuously and without equivocation store policies concerning refunds, buy-backs, exchanges, check cashing and special orders. The Contractor shall prepare, distribute and otherwise make available to every student, a handout brochure or leaflet outlining these policies.
- 2.2.11 The Contractor shall purchase used textbooks based upon a schedule that is timely, practical and convenient to both the Bookstore and its customers.
- 2.2.12 The Contractor shall be responsible for on-campus Bookstore telephone service, which is provided by UAM at the current cost.

- 2.2.13 The Contractor shall make every effort to secure and have available used texts. It should be clearly posted in the Bookstore what procedures are to be followed in the purchase and sale of used texts to the Bookstore. **Address your company's used book policy and objective for used books to new books ratio.**
- 2.2.14 Regalia – **describe the cap and gown services to be provided.**
- 2.2.15 The Contractor shall state whether operation of university and college bookstores is their primary business.
- 2.2.16 If Contractors are owned by another company, please state name and address of the parent company.
- 2.2.17 Parking on University property, by Contractor's employees, shall be governed by the same regulations and fees as apply to University employees. The Contractor will also be responsible for the payment of any and all unpaid fines levied for parking violations of his/her employees. Contractor employees will be required to secure a faculty/staff parking permit that will be used on the campus.
- 2.2.18 The University will consider some renovations to the Bookstore area that would be at the expense of the Contractor. Bidders are encouraged to make suggestions for interior design changes for this location. Suggestions should include brief illustrations, descriptions of renovations, breakdown of estimated costs for each item by area, and suggested schedule of when the work should be started and completed. Any proposed renovation specifications and plans will be subject to approval by the University's Vice Chancellor for Finance and Administration.
- 2.2.19 The Proposer is to describe automation plans (e.g. Point of Sale system) for the efficient and effective management of the UAM Bookstore. All systems are to be fully compatible with the University's computer system. For each area to be automated, Proposer is to provide a brief description of what the automated system will do. Proposer is to indicate if this automated system can, or will be tied to the Proposer's central computer system and, if so, when it may be installed, and what functions this networking will provide. Proposer is to indicate the type of backup system or procedures that are to be utilized in the case that the system is temporarily inoperative.

Proposer is also to describe how this system will interact with the Financial Aid package currently being used at UAM and the purchase of textbooks and material by students using their financial aid benefits. The successful proposer must have the capability to transfer financial aid transactions from the bookstore Point of Sale system to the General Ledger system. The current Financial Aid and General Ledger software at UAM is Workday.

**This function may require a substantial investment by the Contractor for hardware and/or software.**

Any issues that may arise between the Contractor and the Vice Chancellor for Finance and Administration will be resolved to mutual satisfaction. In the event that such a solution is not attainable, the final determination will rest with the Vice Chancellor for Finance and Administration.

For preparing Proposals, Contractors may use any standard form that they normally use. Narrative type submission is preferred. Be sure to include all percentages, figures, etc., where they are specially requested. See item 1.6.

### 2.2.20 Experience

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

### 2.2.21 Project Understanding

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract to include, time frames for deliverables, and each activity and requirement outlined in the proposal. **Specifically address your suggestion(s) on the transition to minimize disruption. How do you suggest the transition be accomplished to assure delivery of Textbooks in a timely manner for the summer and fall semesters of 2026?**

### 2.2.22 Cost Analysis

For the exclusive right to offer Bookstore services as described in the Proposal on the Monticello campus. Vendor offers the following financial arrangements:

1. A guaranteed annual royalty payment. The minimum amounts shall be paid to the University as revenue as follows:
  - a. Guaranteed Annual Minimum: \$\_\_\_\_\_
  - b. Percent Commission to the University from Gross Revenue over \$\_\_\_\_\_%
  - c. Percent Commission to the University from Gross Revenue over \$\_\_\_\_\_%
  - d. Minimum Capital investment: \$\_\_\_\_\_
  - e. Total Capital investment commitment over a \_\_\_\_\_-year term.
  - f. Capital investment consistent with the University's facilities/education plans.
2. Vendor's alternative or additional financial proposal:
  - a. Please explain in detail.

### 2.2.23 Services to be Provided

All services to be performed and materials to be produced under the contract will be accomplished in accordance with the contract to be entered into, and where deemed appropriate by the University, in consultation with the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University. The Contractor will conduct meetings with the University staff in Monticello, Arkansas, as required to assure a successful partnership.

### 2.2.24 Respondent's Qualification and Credentials as Related to the Proposal

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

Respondents shall include the number and a description of recent similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project.

The Respondent shall provide the most recent annual report, and other evidence of the Respondent's financial status, and the Respondent's financial ability to carry out the project.

Proposals shall include proof of the Respondent's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Acceptable evidence shall include but shall not be limited to recent financial statement from a bank evidencing their good standing; written statements from the Respondent evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

### **2.2.25 Project Organization and Staffing**

Describe the organizational line of authority for management personnel from local staffing to the highest corporate level. Include an organizational chart.

Describe the management structure that will be used to operate the facility including the corporate management personnel and their location. Also, describe the support staff that is available to support local store personnel, their qualifications, geographic location, and the types of support to be provided.

Contractor shall, at all times, provide competent personnel to operate the Bookstore and provide courteous service to patrons. The University must approve the Bookstore Manager assigned to the Bookstore by the Contractor. The Bookstore Manager is to have experience in the management of bookstores serving a university community. This person must be knowledgeable of the Contractor's operational philosophy and procedures, must be a good communicator, a proven leader, and must exhibit the ability to deal effectively with university students, faculty and staff. The University reserves the right to interview and have input in the selection of Bookstore management and supervisory personnel. The University also reserves the right to require the removal of the Bookstore Manager and any staff deemed unsatisfactory by the University.

The University also reserves the right to participate in the annual performance evaluation of the Bookstore Manager and staff.

## **2.3 PERFORMANCE STANDARDS**

### **2.3.1 Contractor must agree to conserve utilities and treat all facilities and equipment with prudent care.**

The premises, equipment and facilities shall be maintained throughout the life of the contract in a condition satisfactory to the University. The Contractor shall adhere to the highest standards of professionalism, cleanliness and general operations. Failure to meet this requirement at any time during the term of the contract shall be considered a material breach.

The University shall have the right to form a Bookstore Advisory Committee composed of student and University representatives to appraise and evaluate the services, amenities, facility and the entire bookstore operation. If such committee is formed, this committee shall meet periodically with the Contractor's Manager of the Bookstore to evaluate the overall operations, focusing on comments and providing information, which could result in needed changes or improvements to the facility and overall operations. The Contractor's off-campus district or regional supervisor shall attend these meetings as requested.

### **2.3.2 The Contractor cost of said operations shall include, but not be limited to, the following:**

Contractor must agree to purchase existing inventory from current vendor under the terms set forth in the existing contract. The terms of the existing contract are available for review upon request.

2.3.3 The Contractor will be responsible for the immediate reporting of needed repairs to the Facility of the University. The UAM Physical Plant will work with the Contractor to make emergency repairs to the UAM maintained facilities.

Routine service request will be documented on Work Order Forms provided by the Physical Plant and delivered to the Physical Plant Office. Repairs will be scheduled as part of the University normal workload.

Emergencies during normal work hours, such as water leaks, plugged drains, etc. are to be reported to the Physical Plant by telephone for immediate response. Emergencies after normal working hours, involving University maintained equipment or facilities, are to be reported to University of Arkansas at Monticello emergency personnel and the University Police.

**TABLE B: PERFORMANCE STANDARDS**

Criteria	Standard	Damages
<b>Inventory Purchases</b>	Contractor must agree to purchase all existing inventory from the current vendor under the terms set forth under the existing contract	Contract award will be voided if current inventory is not purchased according to contract
<b>Book Availability</b>	Book purchases must be made available to students before the deadline set forth by Academic Affairs within the University of Arkansas at Monticello.	Failure to make books available as required under the contract may result in termination of the contract. Furthermore, Damages may be assessed in an amount that will reasonably and fairly compensate the University for the damages resulting from the Contractor's breach of contract.
<b>Appropriate Staffing Plan</b>	Contractor must provide adequate staffing plan post implementation to ensure operations continue after contract effective date.	Failure to maintain adequate staffing may result in termination of the contract. Furthermore, Damages may be assessed in an amount that will reasonably and fairly compensate the University for the damages resulting from the Contractor's breach of contract.

## **SECTION 3 – PROPOSAL EVALUATION & SCORING**

### **3.1 EVALUATION PROCESS**

UAM will evaluate timely proposals submitted in response to this RFP that are determined to be responsive to the RFP requirements and submitted by responsible offerors, as those terms are defined in this RFP and applicable law. The evaluation will be conducted using the evaluation factors (each an "Evaluation Factor") identified in this RFP, and points will be assigned for each Evaluation Factor by applying quality ratings (each a "Quality Rating") to the maximum raw points available for each Evaluation Factor as described more fully below.

- A. UAM will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. A university-appointed Evaluation Committee will evaluate and rate qualifying Technical Proposals based on a consideration of the Prospective Contractor’s response to the *Information for Evaluation* section included in the *Technical Proposal Packet* using the Evaluation Factors outlined in Section 3.2.
  - 1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. For each Evaluation Factor, they will assign a “Quality Rating” of 3, 2, 1, or 0 based on the degree to which the proposal meets, exceeds, or fails to meet the RFP requirements for that Evaluation Factor.
  - 2. Although some degree of subjective judgment is unavoidable, the Evaluators will be uniformly instructed to assign a Quality Rating for each Evaluation Factor based on the Quality Rating Scale in *Table C, below*.

**TABLE C: QUALITY RATING SCALE**

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
3  100% of possible points	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
2  75% of possible points	Good	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
1  50% of possible points	Unclear/Questionable	When considered in relation to the RFP evaluation factor, the proposal is of unclear or questionable quality.	Low
0  0 of possible points	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

- 3. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her Quality Rating for each Evaluation Factor.
- 4. After Evaluators have had an opportunity to discuss their individual ratings with the committee, the Evaluators will be given the opportunity to change their initial individual ratings, if they feel that is appropriate.
- 5. The final Quality Ratings of the Evaluators will be recorded on the Consensus Score Sheets.

6. The Evaluation Committee may, at UAM’s discretion, invite the advice and opinion of other agencies, consultants, and experts in the course of conducting their evaluation, provided that UAM shall require that any such third-party refrain from sharing any information outside of the Evaluation Committee until after a prospective award has been announced or the RFP has been cancelled.

**3.2 EVALUATION FACTORS**

- A. The *Information for Evaluation* section has been divided into subsections, with each representing an Evaluation Factor.
  1. UAM has assigned a maximum number of raw points (the “Maximum Raw Points Possible”) for each Evaluation Factor.
  2. The following chart shows the Maximum Raw Points Possible for each Evaluation Factor and the percentage it comprises of the total possible evaluation score.

<b>Evaluation Factors Information for Evaluation Subsections</b>	<b>Maximum Raw Points Possible</b>	<b>Percentage of Total Possible Evaluation Score</b>
Experience. Prior experience and performance on projects of similar nature and scope. See RFP Sections 2.2.20; 2.2.24; and 2.2.25.	20	20%
Alignment. How well the Respondent’s proposal and management processes and procedures, including textbook programs, resource allocation, store management and service delivery. This will be determined by evaluation of the respondent’s stated plan for organizing, staffing, and operating the UAM Bookstore meet UAM’s objectives and goals (see RFP Section 1.3), Scope of Services and General Requirements (see Section 2.2), and Performance Standards (see RFP Section 2.3).	20	20%
Understanding of Scope & UAM Requirements. This will be determined by evaluation of the respondent’s technical proposal for performance of the work requested and UAM’s requirements. See RFP Section 2.2 generally and RFP Sections 2.2.21 and 2.2.23, specifically.	20	20%
Cost/Revenue. Advantageousness of the financial proposal for revenue to the University. See Cost Analysis RFP Section 2.2.22.	40	40%
<b>Total Possible Evaluation Score</b>	<b>100</b>	<b>100%</b>

- B. Quality Rating Adjustment of Maximum Raw Points Possible. Quality Ratings will be applied to Maximum Raw Points and converted to a Quality Adjusted Score for each Evaluation Factor as follows:
 

Quality Rating 3 = 100% of the Maximum Raw Points Possible for the applicable Evaluation Factor.  
 Quality Rating 2 = 75% of the Maximum Raw Points Possible for the applicable Evaluation Factor.  
 Quality Rating 1 = 50% of the Maximum Raw Points Possible for the applicable Evaluation Factor.  
 Quality Rating 0 = 0% (no points) of the Maximum Raw Points Possible for the applicable Evaluation Factor.
- C. The Quality Adjusted Scores for each of the Evaluation Factors will be added to determine the total initial evaluation score for the proposal. An evaluator’s initial evaluation score for a proposal will be the sum of the points awarded across all Evaluation Factors (including any cost factor, if applicable), as specified in this RFP.

- D. The initial evaluation scores assigned by each evaluator are preliminary. Evaluators may subsequently revise, adjust, or rescore a proposal's evaluation scores (including factor-level scores) based on information obtained through clarifications, discussions, presentations/demonstrations, verification activities, and/or consideration of BAFOS (if requested). Any adjustments will be made in a manner consistent with the RFP evaluation criteria and applicable procurement requirements.

### 3.3 DISCUSSIONS, CLARIFICATIONS, ADDITIONAL INFORMATION, AND BAFOS

After initial scoring, UAM may, at its discretion and to the extent permitted by applicable law and this RFP:

- (a) request and consider written clarifications from one or more offerors;
- (b) conduct discussions (including interviews, presentations, demonstrations, site visits, or other exchanges) with one or more offerors;
- (c) request additional information or documentation to verify proposal content, including information related to the offeror's qualifications, capacity, or proposed approach;
- (d) correct apparent clerical errors, where permitted and as determined by UAM; and/or
- (e) request best and final offers ("BAFOS") from each responsible offerors reasonably considered to be a candidate for award of a contract. If BAFOS are requested, UAM will specify the scope of permitted revisions and the submission deadline. BAFOS may include, as permitted by UAM, revisions to elements of the proposal.

Clarifications and discussions may be used to confirm the offeror's understanding of the requirements, address ambiguities, and resolve questions identified during evaluation. UAM is not required to conduct discussions or request clarifications from any offeror, and UAM may limit discussions or clarifications to only those responsible offerors reasonably determined to be a candidate for award of a contract.

**If a BAFO is requested, UAM shall evaluate each proposal submitted in response to the BAFO to determine which is the most advantageous to the state.** The University reserves the right to request an official BAFO from Respondents if it deems such an approach in the best interest of the institution. In general, the "Best and Final Offer" will consist of an updated cost, compensation or improvement 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 the University. If the University chooses to request a BAFO, 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 UAM Procurement Department.

### 3.4 ORAL PRESENTATION OR DEMONSTRATION SCORE

- A. UAM may invite Prospective Contractors to schedule an oral presentation or demonstration.
- B. After any such oral presentations or demonstrations, the buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the *Post-Presentation* or *Post-Demonstration* score sheets.
- C. After each oral presentation or demonstration is complete, the Evaluators will have the opportunity to discuss the oral presentation or demonstration and revise their individual scores on the *Post-Presentation* or *Post-Demonstration Consensus Score Sheet* based on the information provided during the oral presentation or demonstration.

### 3.5 GRAND TOTAL SCORE

- A. The evaluation scores from each Evaluator will be totaled together to determine the "Grand Total Score" for each proposal. The Grand Total Score will be determined after all adjustments, if any, are made by the Evaluators to the evaluation scores they have assigned after considering the evaluation factors, the results of any discussions and/or presentations, and any timely BAFOS.
- B. Subject to any further review under applicable policy of the Board of Trustees of the University of Arkansas, University of Arkansas Systemwide Policy, and Arkansas Procurement Law, the

Prospective Contractor who submitted the proposal with the highest Grand Total Score will be selected by UAM as the apparent successful Contractor. Notwithstanding the aforesaid, regardless of the Grand Total Score, UAM may reject any offeror's proposal if UAMS determines that an offeror is not responsible, or that the offeror has made a material misrepresentation or otherwise fails to meet responsibility requirements. UAM may reject a proposal, remove an offeror from further consideration, and/or decline to award a contract to an offeror, regardless of the proposal's Grand Total Score if any facts come to light during any stage of the procurement or review process prior to final award, including but not limited to Discussions, which reflect negatively on an offeror's responsibility.

- C. If a proposal with the highest Grand Total Score among the responsive proposals being considered for award is rejected and this RFP is not cancelled, UAM may move forward to Discussions with responsible Prospective Contractors determined to be reasonably susceptible of being selected for award and may award to the next highest Grand Total Score after considering the Evaluation Factors, any BAFOS submitted, and the results of any Discussions conducted with responsible offerors.

### **3.6 DISCUSSIONS**

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The University reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.
- C. After initial evaluation, the University may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award. Cost will be considered as a consideration in establishing this range.
- D. The Bookstore Selection Committee will evaluate all proposals to ensure all requirements are met. The contract will be awarded based on the proposal submitted which is, in the opinion of the Selection Committee, in the best interest of this University when all factors are considered. Factors considered will include, but are not necessarily limited to pricing, services offered, quality, experience, marketing capabilities, creativity, past history, etc. It must be recognized by the interested parties submitting proposals that some of these factors are judgment items, and that the decision of the University is final. The University reserves the right to reject any, and all proposals, or parts thereof, and to waive informalities in the proposals received.
- E. Vendors who submit a proposal in response to this RFP may be required to give an oral presentation to the Selection Committee. This presentation will provide the opportunity for the vendor to clarify or elaborate on his/her proposal, but will not in any way allow any change in the vendor's original proposal. The Chair of the Selection Committee will schedule the time and location of these presentations, if required.

### **3.7 ANTICIPATION TO AWARD**

- A. Once an anticipated Contractor has been determined, the anticipated award will be posted to the Solicitation posting website by the date and time listed in Table A.
  - 1. It is the responsibility of Prospective Contractors to check the website for the posting of an anticipated award.
- B. Anticipated awards will generally be posted for a period of fourteen (14) days prior to the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- C. A contract resulting from this Solicitation is subject to State review and approval processes prior to award, which may include Legislative review.

### 3.8 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Technical Proposal Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgments will be made during the evaluation and scoring of the technical proposals.

## SECTION 4 – SOLICITATION TERMS AND CONDITIONS

### 4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
  - 1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:
  - 1. That the prices in the proposal have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
  - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

### 4.2 GENERAL TERMS AND CONDITIONS

- 1. General. Any special terms and conditions included in the Request for Proposals (RFP) override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal(s) are accepted by the University of Arkansas at Monticello hereafter referred to as the University.
- 2. Acceptance and Rejection. The University reserves the right to accept or reject all or any part of a proposal(s) 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 of Arkansas. This RFP does not in any way commit the University to contract for the commodities/services listed herein.
- 3. Bid Submission. Bids must be submitted to the University on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. Each bid should be placed in a separate envelope completely and properly identified. The bid must be typed or printed in ink. Late bids will not be considered under any circumstances and will be returned to bidder, unopened. SIGNATURE: Failure to sign the bid will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract. The signature must be in ink.

4. Prices. Quote FOB destination, inside delivery. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation. Unless otherwise specified, bid must be firm for acceptance for sixty (60) days from the RFP opening date. "Discount from list" bids are not acceptable unless requested in the RFP.
5. Quantities. The quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the University.
6. Brand Name References. Any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive, and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing 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 reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to brand names, numbers, etc., as specified in this invitation.
7. 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 bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. Samples. Samples or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination. Samples should show bidder's name, address, bid and item number.
9. Testing Procedures for Specifications Compliance. Tests may be performed on samples or demonstrators submitted with the bid 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 bidder.
10. Amendments. The proposal cannot be altered or amended after the bid opening except as permitted by regulation.
11. Taxes and Trade Discounts. Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and net price should be shown in the bid.
12. Award: The University reserves the right to award items all or none or by line item whichever is determined to be in the best interest of the University or the State of Arkansas. Term Contracts. A Purchase Order will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award authorizes shipments on request by authorized point of contact with charges to be made against the original purchase order number for the term indicated on the

purchase order. Firm Contracts. A Purchase Order will be mailed, or otherwise furnished, to the successful contractor within the time of acceptance specified by the University.

13. Length of Contract. The RFP will show the period of time the term contract will be in effect.
14. Delivery on Firm Contracts. The RFP will show the number of days to place a commodity in the University's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The University has the right to extend delivery if reasons appear valid. If the date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the vendor.
15. Delivery Requirements. No substitutions or cancellations are permitted without written approval of the University. Delivery shall be made during work hours only, 8:00 a.m. to 4:30 p.m., Monday - Friday excluding legal holidays, unless prior approval for other delivery has been obtained from the University. Packing memoranda shall be enclosed with each shipment.
16. Storage. The University is responsible for storage if the contractor delivers within the time required and the University cannot accept delivery.
17. Default. All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet specifications authorize The University 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 the University of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. Variation in Quantity. The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order.
19. Invoicing. The contractor shall be paid upon the completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing the purchase order number; (2) delivery and acceptance of the commodities; and (3) proper and legal processing of the invoice by the University. Invoices must be sent to "Invoice To" point shown on the purchase order.
20. University of Arkansas at Monticello 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 the University, be kept confidential, be used only as expressly authorized, and returned at the contractor's expense to the FOB point properly identifying what is being returned.
21. Patents or Copyrights. The contractor agrees to indemnify and hold the University/State of Arkansas 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 IFB/RFP is not assign-able nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. Other Remedies. In addition to the remedies outlined herein, the contractor and the University have the right to pursue any other remedy permitted by law or in equity.
24. Lack of Funds. The University may cancel this contract to the extent said funds are no longer legally available for expenditure. Any delivered but unpaid for goods will be returned in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, if the contractor has provided services and there

are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas Claims Commission.

25. Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. Contingent Fee. The bidder 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 bidder for the purpose of securing business.
27. Antitrust Assignment. As part of the consideration for entering into any contract pursuant to this RFP, the bidder named on the front of this IFB, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the University, 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 this State pursuant to this contract.
28. Arkansas Technology Access Clause. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas 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. Instructure expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

ACCORDINGLY, for any technology provided by contractor, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template ("VPAT") or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State 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:

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;

Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

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;

Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

Integrating into networks used to share communications among employees, program participants, and the public; and

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.

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

29. FERPA. To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such records set forth in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return or destroy all student education record information within thirty (30) days.

30. Web Site Accessibility. Respondent represents that its web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines ("WCAG") Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

- A. The Contractor **must** be registered as a vendor in PaymentWorks to receive payment
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit or the State's authorized VISA Procurement Card (p-card).
  - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
  - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the University.
  - 3. The University will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. The Contractor should be able to accept the State's p-card as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

- D. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- E. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- F. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of the State.
  2. Be kept confidential as permitted or required by law.
  3. Be used only as expressly authorized.
  4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
    - a. The Contractor **shall** properly identify items being returned.
- G. The Contractor **shall** invoice the State as required by the University and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. The University's purchase order number and/or the contract number should be referenced on each invoice.
  2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the University.
  3. Payment will be made only after the Contractor has successfully satisfied the University as to the reliability and effectiveness of the goods or services purchased as a whole.
- H. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- I. This RFP incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).
1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

- K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

#### **4.3 PROPRIETARY INFORMATION**

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed proposals, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a proposal as confidential by submitting a redacted copy of the proposal. By so redacting any information contained in the proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their proposal response. Except for the redacted information, the redacted copy must be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- F. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- H. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **SECTION 5 – INSURANCE**

Certificates of Insurance acceptable to the owner shall be filed with the Purchasing Office prior to commencement of the work. This document is required regardless of bid amount.

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

- A. Claims under Workmen's Compensation, Disability Benefit and other similar benefit act;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained.

(1) By any person as a result of an offense directly or indirectly related to the employment of such person by the contractor, or

(2) By any person; and

- E. The contractor shall provide and maintain during the term of this contract, at the contractors' expense, comprehensive automobile liability insurance at limits no less than the statutory requirements and it shall be shown on the certificate in per person, per accident for bodily injury and per accident for property damages.
- F. Claims under comprehensive general liability for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Coverage for "Completed Operation" shall be required under this comprehensive liability section.

The insurance required by above paragraph shall be written for not less than any limits of liability required by law.

## **SECTION 6 – AWARD OF CONTRACT**

### **6.01 NOTIFICATION OF AWARD**

- A. The University will provide written notification by certified mail of the University's intent to award the contract to the successful Vendor.

### **6.02 NOTIFICATION TO UNSUCCESSFUL VENDORS**

- B. The University will provide written notification to unsuccessful Vendors that submitted proposals.