

REQUEST FOR QUOTATION – BID NO. B013032

ARKANSAS TECH UNIVERSITY
Purchasing Department
Young Building East End
203 West O Street
Russellville, AR 72801-2222

Tel No: (479) 968-0269
Fax No: (479) 968-0633

BID RESPONSE MAY BE MAILED OR FAXED

Response Due By:	April 9, 2013	Time:	2:00 p.m.
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DESCRIPTION	QUANTITY & PRICE
Provide all labor, materials and equipment necessary to furnish and install MechoSystem Shades on the M Street Dorm, on the Russellville campus, as per the following specifications.	1 Lot
Detailed specifications MUST accompany bid. Failure to do so WILL result in rejection of bid.	@
Award will be made in the best interests of the University; and the University's decision will be final.	\$ _____
Arkansas Tech University is a Tobacco-free campus; and the use of tobacco products is prohibited anywhere on campus.	
Registered sex offenders are not allowed to work on the University campus.	
Firearms are prohibited on campus, even if a person has a concealed weapon permit.	
Brand & Style: _____	
Length of Warranty: _____	
Available Colors: _____	

Company Name:			
Mailing Address:			
City, State, Zip Code:			
Signature & Title:			
Printed/Typed Name:			
Telephone Number:		Fax Number:	
E-mail Address:		Web Site:	

<p>RESPONSE DUE DATE:</p>	<p>Bid Responses are due by 2:00 p.m. April 11, 2013.</p> <p>Each bid must be submitted in a sealed, opaque envelope, bearing on the outside the name of the bidder, name and number of the project and Arkansas Contractors License Number (if applicable). Only those bids submitted on the University's forms and received prior to the time and date for receipt of bids will be considered.</p> <p>Submit Bids to:</p> <div style="display: flex; justify-content: space-between;"> <div> <p>Purchasing Department Arkansas Tech University Young Building East End 203 West O Street Russellville, AR 72801-2222</p> </div> <div> <p>Tel: 479-968-0269 Fax: 479-968-0633</p> </div> </div> <p>Late bids will NOT be accepted.</p> <p>Bid prices must be firm for thirty (30) days and may not be withdrawn without the consent of the University.</p> <p>All blanks on the form should be filled out in ink or be typewritten. Only original ink signature shall be acceptable. Unsigned bids shall be disqualified.</p> <p>Erroneous entries shall be lined out, initialed by the bidder, and the corrected entry inserted on the bid form.</p>
<p>MINORITY PARTICIPATION:</p>	<p>As per Arkansas Code Annotated § 22-9-203, the University encourages all small, minority and women business enterprises to submit bids.</p>
<p>ANTIDISCRIMINATION:</p>	<p>The Contractor shall not discriminate against any employee, applicant for employment or subcontractor as provided by law. In addition, a Contractor shall be responsible for ensuring that all subcontractors comply with all federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Contractor has violated state or federal laws or regulations, the University may impose a range of appropriate remedies, up to and including termination of the contract.</p>
<p>SUCCESSFUL BIDDER:</p>	<p><u>For awards exceeding \$25,000, the successful bidder</u> will be required to complete the following forms BEFORE a purchase order can be issued:</p> <ul style="list-style-type: none"> Contract and Grant Disclosure and Certification Form EEO Policy Letter Illegal Immigration Certification Form <p>All forms are available on our web site.</p>
<p>BONDS:</p>	<p>If the base bid is in excess of \$20,000.00, each bid shall include a bid security in the amount of 5% of the total bid offered. The bidder is required to submit a bidder's deposit, either a cashier's check payable to the order of ARKANSAS TECH UNIVERSITY drawn upon a bank or trust company doing business in Arkansas or a corporate bid bond in an amount equal to 5% of the bid.</p>

STATE CONTRACTORS LICENSE:	All bidders shall conform to the requirements of the Arkansas Code Annotated 17-25-101 et seq., Arkansas State Licensing Law for Contractors. <u>Contractors must be licensed on the day of the bid submittal.</u> There shall be only one (1) bid submitted per State Contractor's License, and each bid received shall have the license for that bidder.
INSURANCE:	Successful bidder MUST provide proof of insurance for the following: General Liability Worker's Compensation (if bidder has three or more employees) Comprehensive Automobile Liability These policies must be written by a Casualty Company authorized to do business in the State of Arkansas.
SITE VISIT:	Before submitting a bid, each bidder should carefully examine the bid documents and visit the site of the work. Mandatory site visit is scheduled for March 21, 2013 at 10:00 am. Meet at the M Street Dorm: Arkansas Tech University 508 West M Street Russellville Arkansas, 72801 BIDDER IS RESPONSIBLE FOR ACCURATE MEASUREMENTS.
QUESTIONS:	If you have any questions or need additional information, contact DeAnna Kile, Procurement Coordinator, at 479-968-0269 or purchasing@atu.edu
SCOPE:	Provide all labor, materials and equipment necessary to FURNISH AND INSTALL MECHO SHADES IN THE M STREET DORM on the Russellville campus. <u><i>This building is a student residences;</i></u> and is new construction. Approximate installation date: July 15, 2013. Buildings will not be occupied during the project. Contractor will be expected to make a reasonable effort to keep all walkways clear of tools, debris, power cords, etc.

SUBMITTALS:	<p>A. Product Data: Submit manufacturer's printed product data, specifications, standard details, installation instructions, use limitations and recommendations for each material used. Provide certifications that materials and systems comply with specified requirements.</p> <p>B. Shop Drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of the work. Provide plans, elevations, and details of anchorages, connections and accessory items. Provide installation templates for work installed by others. Show all interfaces and relationships to work of other trades.</p> <p>C. Field Measurements: Take all necessary field measurements before preparation of shop drawings and fabrication. Do not delay progress of the job. If field measurements are not possible prior to fabrication, allow for field cutting and fitting.</p> <p>D. Selection samples: Submit samples showing complete range of colors, textures, and finishes available for each material specified.</p>
QUALITY ASSURANCE	<p>A. Source: For each type of shade specified, provide window shades which are complete, functional assemblies produced by one manufacturer for the entire project. Provide secondary materials which are acceptable to the manufacturer of the primary products.</p> <p>B. Mock-ups: Before beginning primary work of this section, provide full size mock-up of the complete shade at locations acceptable to Architect and obtain Architect's acceptance of visual qualities. Protect and maintain acceptable mock-ups throughout the work of this section to serve as criteria for acceptance of this work. Acceptable mock-ups may be incorporated into the finished work.</p>
PRODUCT:	<p>Room Darkening Shades and Accessories</p> <p>A. Shades: MechoSystem Wide Double Bracket (Type "V") shades, as manufactured by MechoSystems, Inc., or approved equal. Provide shade fabrics and features as follows:</p> <ol style="list-style-type: none"> 1. Room Darkening Shade Cloth: Provide MechoSystems Blackout Shade Cloth, Classic Blackout 0700 Series (opaque). Color to be selected at time of order. <p>B. Brackets: Provide brackets to safely support the shade assemblies and force applied to operate shades and which facilitate easy removal for adjustment and cleaning. Provide brackets at spacing necessary and include hardware and fasteners for secure attachment to adjoining construction.</p> <p>C. Fabrication: Custom cut shade units to completely fill openings from jamb to jamb and from head to sill. Coordinate work with requirements of window and glass manufacturers to ensure proper venting and prevention of heat build-up between shades and windows. Cut shades so that ends only occur over window mullions and edges cannot fray.</p>

	<p>D. Operation: Provide manufacturer's standard manually operated manual drive chain.</p> <p>E. Finish: All exposed metal shall be manufacturer's standard baked enamel.</p> <p>Detailed specifications MUST accompany bid. Failure to do so WILL result in rejection of bid.</p>
APPROXIMATE QUANTITIES AND SIZES:	<p>98 each 53" x 72"; 15 each 53" x 24": 11 each 110" x 52"</p> <p>BIDDER IS RESPONSIBLE FOR ACCURATE MEASUREMENTS.</p>
INSTALLATION	<p>A. Strictly comply with manufacturer's instructions and recommendations, except where more restrictive requirements are specified in this section. Beginning work means Installer accepts substrates and conditions. Corrdinate with other trades to assure correct size and location of shade pockets, blocking and other work.</p> <p>B. Securely install units plumb and level at proper height and relationship to surrounding work. Maintain proper clearances to prevent trapping heat near glass which could cause glass damage.</p>
ADJUSTING, CLEANING, PROTECTION	<p>A. Adjust operating parts to work easily, smoothly, and correctly.</p> <p>B. Repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired.</p> <p>C. Clean exposed surfaces using materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace work that cannot be successfully cleaned.</p>
PROJECT COORDINATION:	<p>Prior to beginning work, Contractor is to contact Galen Rounsaville at 479-692-9444 to coordinate the following:</p> <ul style="list-style-type: none"> Access to the building Parking Scheduling work
SECURITY:	<p>Contractor shall obtain temporary parking permits from the Public Safety Office for each company vehicle parked on campus during the project. Call 479-968-0222 or visit 1508 North Boulder Avenue.</p>
CHANGE ORDERS:	<p>Any necessary change orders will be approved by the Purchasing Department; and the purchase order will be amended accordingly.</p>
INSPECTION:	<p>Contractor agrees to allow any Federal or State inspector, acting in their official capacity, access to the project site.</p>

TIME FOR COMPLETION:	<p><i>Project is to be completed by August 5, 2013.</i></p> <p>The University reserves the right to impose Liquidated Damages in the amount of three hundred (\$300.00) for each day the project exceeds the above allotment of time.</p>
CLEAN UP:	<p>Contractor is to keep the premises free from waste materials or trash at all times. At the completion of the project, he shall remove all waste, trash, tools, equipment, etc. and leave the work "broom-clean".</p> <p>If the Contractor fails to clean up, the University may do so and charge the cost to the contractor.</p>
PAYMENT:	<p>The University shall make final payment within 30 days after the project has been completed.</p> <p>If the project extends beyond 30 days, periodic payments may be made. When periodic payments are made, 10% will be withheld in accordance with Arkansas Code Annotated 22-9-601 et.seq.</p>
TAXES:	<p>Bid total is to include ALL taxes and must represent the TOTAL cost to the University. The tax rate for the University is 8.5%.</p>

ARKANSAS TECH UNIVERSITY RFQ STANDARD TERMS & CONDITIONS

Revised 3-17-08

1. GENERAL: Any Special Terms and Conditions included in the Request for Quotation (RFQ) override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.

2. ACCEPTANCE & REJECTION: The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid in the best interests of the University. This RFQ 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 ATU Purchasing Department on this RFQ with attachments, when appropriate, on or before the date and time specified for bid opening. If this RFQ form is not used, the bid may be rejected. *If returned by mail*, each bid should be placed in a separate envelope completely and properly identified on the outside of the envelope with the bid number and the date of opening. Bid must be typed or printed in ink. Late bids will not be considered.

4. FAX BIDS: The University shall not be responsible for mechanical malfunctions that prevent receipt of faxed response by bid opening time and date.

5. SIGNATURE: Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his firm in a contract. "Signature" means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record that is:

- (a) unique to the person using it;
- (b) capable of verification;
- (c) under the sole control of the person using it;
- (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated

6. AMENDMENTS: Bid cannot be altered or amended after bid opening except as permitted by regulation.

7. NO BID: It is no longer necessary to return a "No Bid" response to the University. Bidder may be removed from the List of Bidders for failure to submit a response to three (3) consecutive bid invitations on any one bid class and/or sub-class.

8. PRICES: Quote FOB destination, freight prepaid. Bid unit price on quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the RFQ. Unless otherwise specified, bid must be firm for acceptance for thirty (30) days from bid opening date.

9. DISCOUNTS: "Discount from list" bids are not acceptable unless requested in the RFQ. Cash discount will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.

10. TAXES & TRADE DISCOUNTS: Do not include State Sales Tax in your bid. Trade discounts should be deducted from the unit price and the net price shown on bid.

11. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not guaranteed (the University may order more or less than estimated quantity).

12. BRAND NAME REFERENCES: Unless specified “No Substitutes”, any catalog, brand name or manufacturer's reference used in bid invitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. *If bidder fails to submit such, the bid may be rejected.*

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. Bidder guarantees product offered will meet or exceed specifications identified in the bid invitation. If bidder takes no exception to specifications or reference data in this bid, he will be required to furnish product according to brand names, numbers, etc., as specified in the invitation.

13. 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 bid invitation. Bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Bidder further guarantees that if the items furnished thereunder are to be installed by the bidder that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Bidder's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

14. 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 to the bidder, if requested, at bidder's expense. Each sample should be marked with the Bidder's name and address, bid number and item number. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

15. ALTERATION OF ORIGINAL RFQ DOCUMENT: The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the ATU Purchasing Department. This does not prohibit a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as “non-responsive” and not considered.

16. AWARD: Any contract resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder. A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the University to the address of the bidder indicated in his bid. *The University reserves the right to award the item (s) listed on the RFQ “individually”, by “groups”, “all or none” or by any other method as deemed in the best interest of the University.* In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized, in situations where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsive responsible bidder in order to bring the bid within the amount of available funds.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract that requires the contract to furnish the commodities or services as stated on the purchase order that will reference the original RFQ

documents and number. Vendor is to immediately initiate action to comply with the requirements of the PO that by reference will incorporate all the requirements contained in the original Request for Quotation.

Term Contract: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action at that time by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment(s) of commodities or the providing of service(s) related to a "term contract" is only authorized by the receipt of a University Purchase Order by the contractor that will list the actual requirement, pricing, delivery location and contract number.

17. TERM OF CONTRACT: The RFQ, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

18. DELIVERY: On the face of the RFQ, the bidder should show approximate number of days for delivery after receipt of order. "Working days" shall be defined as Monday through Friday of each week, exclusive of all official State holidays.

19. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be default of the contract. Contractor must give written notice to the Purchasing Department of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. The Purchasing Department has the right to extend delivery if reasons appear valid. If date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the Contractor.

20. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by the ATU Purchasing Department. Delivery shall be made during ATU work hours only, 8:00 a.m. to 400 p.m. Monday through Friday, unless prior approval for other delivery has been obtained from the University. Packing memorandum shall be enclosed with each shipment.

21. 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 authorizes the Purchasing Department to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to defaulting contractor. *Consistent failure to meet delivery without a valid reason may cause removal from the Bidders' List or suspension of eligibility for award.*

22. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order.

23. INVOICING: The contractor shall be paid upon completion of all of the following:

- (1) delivery and acceptance of the commodities or services;
- (2) submission of a properly itemized invoice that reflects the contract/purchase order number(s), item(s), quantity and pricing;
- (3) and the proper and legal processing of the invoice by the University.

Invoices must be sent to the ATU Accounts Payable Office as shown on the purchase order. *Itemized sales tax shall be shown on the invoice.*

24. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the ATU Purchasing Department, properly identifying what is being returned.

25. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

26. ASSIGNMENT: Any contract entered into pursuant to this RFQ is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract.

27. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty (30) day notice of intent to cancel.

(a) *Cause for the University to cancel* will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance.

If a contract is cancelled due to a request for increases in pricing or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months.

(b) *Cause for the vendor to cancel* a contract will include but is not limited to the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

28. 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.

29. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods 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, the contractor may file a claim with Arkansas Claims Commission for the actual expense. 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.

30. ETHICAL STANDARDS: It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University 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.

31. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows:

- (a) the 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) the 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 non-discrimination clause shall be deemed a breach of contract and it may be canceled, 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.

32. MINORITY VENDORS: The University encourages all small, minority and women-owned business enterprises to submit bids. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these groups.

33. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this RFQ, the bidder named on the front of this RFQ, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or 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.

34. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University **that exceeds \$25,000** shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or any violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this order shall be considered a material breach of the terms of this contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law.

If required, the Contract & Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

34. ARKANSAS TECHNOLOGY ACCESS CLAUSE: The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairment. Accordingly, the vendor represents and warrants to ATU that the technology provided for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- (1) providing equivalent access for effective use by both visual and non-visual means;
- (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- (3) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, *the phrase "equivalent access" means* a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. *Examples of methods* by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

35. EEO POLICY: In accordance with Act 2157 of 2005 of the Arkansas Regular Legislative Session, any business or person responding to a Request for Quotation (Bid) must submit their most current Equal Employment Opportunity Policy (EEO Policy) or certify that they do not have such policy.

36. ILLEGAL IMMIGRANT CERTIFICATION: Act 157 of 2007 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Qualifications, a Request for Proposal or a bid for professional services, technical and general services or any category of construction for which the total dollar value is **\$25,000 or greater**, must certify prior to the award of the contract, that they do not employ or contract with any illegal immigrants. Respondents are to certify online at:

http://www.arkansas.gov/dfa/procurement/pro_immigrant.html.

37. SOVEREIGN IMMUNITY: Nothing in any agreement resulting from this RFQ shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University.