Arkansas Tech University

Procurement Services
514 West M Street
Russellville, AR 72801
479-968-0269

Request for Proposal RFP 26-003
On Call Plumbing Services

Due: December 7, 2026 2 p.m.

Anticipated Procurement Timetable (Meeting and Award Dates are Tentative)
RFP Issued: November 3, 2026
Questions deadline: November 11, 2026 4 p.m. Email questions to jwarren2@atu.edu.
Answers posted to website: November 12, 2026 4 p.m.
Opening of Proposals: December 7, 2026 2 p.m.
Selection Committee meeting: Week of December 7, 2026
Awardee(s) Selection: Week of December 14, 2026
Awardee(s) Notification Week of December 14, 2026
Arkansas Legislative Review of Contract: January 2027
Contract Effective Date: February 1, 2027

Issuing Officer

Jennifer Warren
Arkansas Tech University
Phone: 479-968-0269
Email: jwarren2@atu.edu
www.atu.edu/purchasing

Scope

Specifications are intended to establish a minimum desired quality or performance level that will provide the best product available at the best price. It is not the intention of the University to write "closed specs". **Due to State of Arkansas construction project bidding requirements, the award of a turn key plumbing repair/maintenance contract does not guarantee the award of plumbing or mechanical construction projects or large-scale repair and replacements requiring competitive bids. Nor does award of contract guarantee a spend amount per year with awardee.**

Arkansas Tech University (the University) seeks licensed plumbing contractors to maintain/repair domestic water, sewer, and natural gas plumbing on the Russellville Campus, on an on-call basis. The maintenance will include but is not limited to:

1. Replacement/repair of domestic water, sewer, and natural gas pipe (both underground and above).
2. Replacement/repair of domestic water, sewer, and natural gas fittings (both underground and above).
3. Excavation, and disposal, of damaged plumbing pieces as needed.
4. Re-igniting any devices out due to repair.
5. Hydro-jetting lines
6. Camera inspection of lines.
7. Backflow testing is considered an optional service within this scope.

- The contractor will provide all piping, fittings, adhesives, and accessories needed.
- The university will provide assistance in the form of drawings, prior knowledge, or plumbing information.
- The contractor will begin regular maintenance work in no longer than 2 working days.
- The contractor will begin emergency repair work in no more than 2 hours.
- The contractor will provide all necessary Arkansas One Call's.
- The contractor will follow all OSHA or Arkansas Department of Labor regulations.
- The contractor will provide current licensure for all employees working at Arkansas Tech.
- The contractor will provide all necessary equipment, machines, or tools to make repairs.
- Any regular maintenance work involving an Arkansas One Call will be extended to a four-day beginning timeline.

All work preformed must meet or exceed local, state, or national plumbing codes.

Respondents need not be able perform all repairs listed above, but may include a list of those capable of performing in the response.

Proposal

Responses to this request are rated by points. The responses must include the following information for evaluation:

1) (30 pts) Experience and qualifications

2) (30 pts) References
3) (40 pts) Cost

Responses are evaluated and scored by a committee with cost being 40% of the total score weight.

Any confidential, proprietary, copyrighted or financial material submitted by respondents must be marked as such and submitted under separate cover. All submittals by proposers will be available for review to the extent permissible, pursuant to the Arkansas Freedom of Information Act. A.C.A. section 25-19-105- et seq.

Background

Arkansas Tech University is a public, comprehensive, regional University that was established by Act 100 of the 37th Arkansas General Assembly in 1909. ATU offers credentials and degrees at the technical certification, associate, baccalaureate, graduate and doctoral levels. The University operates campuses in Russellville and Ozark as well as Arkansas Tech Career Center (ATCC).

ATU was ranked No. 1 in Arkansas on CollegeNET's Social Mobility Index nine of the past ten years. The annual rating is an indicator of a university's success in providing graduates with a pathway to an enhanced economic standing.

Arkansas Tech is recognized as a statewide leader in STEM education. Students explore intersecting career paths made possible by more than 100-degree options for undergraduate students and more than 25 paths of graduate study.

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Award:

The University reserves the right to negotiate with the consultant selected for best and final offer. We anticipate this being a multi-award which will result in more than one vendor being awarded.

Award will be made in the best interest of the University; however, the University reserves the right to not award any contract pursuant to this request for quotation. Cost will 40% of the weight in the deciding factor.

Proposals that are substantially incomplete or lack key information will be rejected.

The initial term of this contract is anticipated to be for a period of one (1) year with the option to renew on an annual basis 3 more times for a total of 4 years. If the University requires additional services after that time, the contract may be extended for up to as long a time as necessary to complete the additional services. However, in no case will the term of the contract exceed seven (7) years. The University reserves the right to cancel this contract at any time upon written notice given thirty (30) days in advance. If during the performance of the contract, the consultant violates any local, state or federal law, the University reserves the right to cancel this contract immediately. The University will give written documentation to the contractor as to the reason for cancellation. Authorized services performed for the University will be paid for through the cancellation date with the exception of illegal acts.

Award will result in a Technical and General Services contract between ATU and awardee. This contact will require Arkansas Legislative Committee review and approval prior to effective date. Sample is attached.

Any questions pertaining to this RFP are to be directed to Jennifer Warren, Director of Procurement, jwarren2@atu.edu 479-968-0269.

Arkansas Tech University's Standard Terms & Conditions may be found at www.atu.edu/purchasing

Additional terms and conditions of this RFP may be found in Attachment A below. Read and sign this document.

This RFP may be utilized for cooperative purchasing in accordance with Arkansas Code §19-11-249.

Evaluation:
The following is a high-level overview of the overall selection process.

- Procurement Services will review each Proposal Packet to verify Proposal Submission Requirements have been met. Proposal Packets that do not meet Proposal Submission Requirements will be rejected and will not be evaluated.
- An Evaluation Committee (hereinafter referred to as "Evaluators") will evaluate and score qualifying proposals. Evaluation will be based upon

Vendor's response to the Information for Evaluation section included in the Proposal Packet.

- Evaluators will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.
- After initial individual evaluations are complete, Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
- After Evaluators have had an opportunity to discuss their individual scores with the committee, the individual Evaluators will be given the opportunity to change their initial individual scores if they feel that is appropriate.
- The final individual scores of the Evaluators will be recorded on the Consensus Score Sheet and averaged to determine the group or consensus score for each proposal.

Submittals:

Send: One sealed original hard copy. See checklist page 7.

Send proposal to:
ATU Procurement Services
RFP 26-003
Arkansas Tech University
514 West M Street
Russellville, AR 72801

The following three (3) forms will be required prior to award of contract. You may find these forms on our website at www.atu.edu/purchasing .

1. **Disclosure Required by Executive Order 98-04:** As required by the State of Arkansas, the **successful consultant** must complete this form prior to award.
   "The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the 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 the contract, lease, purchase agreement or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law."
2. **Equal Employment Opportunity Policy Required by Act 2157 of 2005:** As required by the State of Arkansas, the **successful consultant** must complete this form prior to award.
3. **Combined Illegal Immigrant and Boycott Form**

Cost Proposal

This form to be completed, signed, and submitted with RFP response by response due date and time.

Respondents need not be able perform all repairs listed on page 2, but may include a list of those capable of performing in the response.

Type of Work	**Year One Rate <u>per hour</u>**
Journeyman	$
Apprentice	$
Helper	$
After hours-outside the hours of M-F 7 a.m. to 5 p.m.	$
Emergency Service (if different than after hours)	$
Cost for hydro-jetting lines-all costs included.	$
Cost for camera inspection of lines-all costs included	$
Cost for backflow testing-all costs included.	$
Excavator and Backhoe Rates	
Daily back hoe rate	$
Weekly back hoe rate	$
Daily excavator rate	$
Weekly excavator rate	$
Trip charge per service request-1 per request	$
Year 2	%

Year 3	%
Year 4	%
Material cost markup-expressed as a percentage over cost. Not to exceed 5%.	%

Name:	
Title:	
Email Address:	
Telephone Number:	
Signature:	

Experience and Qualifications

AR plumbing license number	
Number of years of commercial plumbing experience.	
Do you carry the required insurance coverage? See page Attachment A Number 7.	
Is your primary office located within 50 miles of Russellville, AR?	
Has your company been in Chapter 7 in the last ten years?	
Backflow license number. This is an optional licensure for award and is not required to submit a response.	

Required Documents Checklist-Complete this checklist to ensure that you have included the correct documents in your response.

- ☐ Completed and signed Cost Proposal.
- ☐ Completed Experience and Qualifications section.
- ☐ Completed References section.
- ☐ Signed page Attachment A. See page 13.
- ☐ Copy of all licensure claimed in Experience and Qualification Section.

Seal all required documentation and sealed cost proposal in one envelope and submit to ATU Procurement Services RFP 26-003 514 West M Street Russellville, AR 72801 by due date and time listed on page 1.

References

References: Provide Three Trade References
Reference 1
Name;
Telephone Number:
Email Address:
Company has been a client for how many years?
Reference 2
Name;
Telephone Number:
Email Address:
Company has been a client for how many years?
Reference 3
Name;
Telephone Number:
Email Address:
Company has been a client for how many years?

Additionally, any resultant contract/agreement will include the following:

1. Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Arkansas, Arkansas Tech University, the Arkansas Tech University Board of Trustees, or Arkansas Tech University administrators, officers, faculty, staff, employees or agents.

2. This Agreement shall be governed by the laws of the State of Arkansas. The exclusive jurisdiction for any dispute by Company regarding this agreement shall, pursuant to A.C.A. §19-10-204, shall be the Arkansas State Claims Commission.

3. Company agrees that it is solely responsible for complying with all laws as well as obtaining all required permission, licenses, or other authority for all items, services, goods, products, or activities that it performs or provides. Violation by Company or its employees of local, state or federal law during the performance of the contract shall permit the University to cancel this contract immediately with no penalty. Further, Company states that it is in compliance with all applicable laws and further, that it has or will obtain all required and necessary rights, licenses, titles, and permits necessary for all items, services, goods, products, or activities to be performed or provided. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all copyright, copyright infringement, license, royalties, title or other claims that arise or are made as a result of Company's service, goods, product, or activity on the campus of, or provided to, Arkansas Tech University.

4. Company agrees that it will be solely responsible for any harm, damage or injury that it, its product, its equipment, its goods, its service, or its employees, agents or guests cause or permit to occur to any person or their real or personal property as the result of Company's actions or failure to act. Company further agrees to fully indemnify and hold harmless Arkansas Tech University from any and all losses, damages, or expenses, including reasonable attorney's fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, financial loss, or other injury or damage caused by Company's product, goods, service or otherwise, as well as all claims alleging any negligent act or omission of Company, its employees, subcontractors, or agents.

5. The parties shall comply with all federal, state and local laws as required in connection with the performance of their obligations under this Agreement, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veteran's Readjustment Act of 1974, as amended. The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) (7), 60-250.5 and 60-741.5, if applicable.

6. Upon the signing of this Agreement by all parties, terms of the Agreement shall become available to the public, pursuant to the provisions of A.C.A. §25-18-501.

7. Licensor shall obtain and maintain in force and effect at all times during the term of this contract, at its sole expense, a general commercial liability insurance policy which policy shall have minimum limits of one million dollars ($1,000,000.00) per occurrence and two millions dollars ($2,000,000.00) in the aggregate.

8. Company will not assign or otherwise transfer its duties under this contract to another person or entity without Arkansas Tech University's express written permission. Further, this agreement shall be binding upon the Company's successors and assigns.

9. Company agrees that it will not allow any of its employees, subcontractors or agents to engage in behavior that constitutes sexual harassment.

10. The parties agree and understand that approval of this Agreement or any amendments to this Agreement are subject to review and/or approval by the Arkansas General Assembly and/or any committee or sub-committee of the Arkansas General Assembly in its or their sole discretion. The parties further agree that in the event such legislative review or approval is not granted or is otherwise withheld, this Agreement shall terminate automatically with no penalty to Arkansas Tech University.

11. Any information of Arkansas Tech University or relating to Arkansas Tech University's business, including student information, which Company obtains as a result of the services contemplated by this Agreement, which information is not generally available to the public or subject to the Arkansas Freedom of Information Act, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Arkansas Tech University's representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable Company to perform the service under this Agreement. Regardless of how it is obtained, Company shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to Company by Arkansas Tech University or learned or developed during the course of the services under this Agreement, except that that Company may disclose such Confidential Information in order for Company to perform its obligations under this Agreement. Company shall cause all of its representatives to comply with the provision of this paragraph and shall be responsible for any breach by such representatives.

12. When Company handles or possesses personal and confidential Arkansas Tech University student, employee, faculty, staff or other individual's data such as, but not limited to, home addresses, banking information, health information (including but not limited to medical records), social security numbers, credit card numbers, birth dates, or medical information, Company must have procedures in place to ensure that the confidential information is protected against unauthorized disclosure or theft. Company agrees to keep secure all information or data that it receives under this Agreement. Company further agrees that if it determines that the security of this information or data has been breached, it will notify Arkansas Tech University within 24 hours of when it had notice of the breach. In the event Company fails in its responsibility to keep secure all information or data that it receives under this agreement, Company agrees to be fully responsible for all damages to any person or entity that result from the breach in security.

13. Company agrees that any data provided to it by Arkansas Tech University under or pursuant to this Agreement: (a) will be used by Company only for the purpose of performing this contract; (b) will be treated as confidential information; and (c) will not be used, sold or shared with any third party inconsistent with this provision.

14. Upon termination of this Agreement Company shall, upon request, aid and assist Arkansas Tech University in the retrieval or return of any or all of the University's data or records that are in the possession of Company.

15. During the performance of this Agreement, Company shall remain in full compliance with the General Data Protection Regulation.

16. In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of the underlying agreement, the underlying agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the University may have.

17. The underlying agreement may be terminated at any time upon thirty (30) days' written notice by either party. Any such termination of the agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

18. If any local, state or federal government or government agency changes or amends any laws, rules, or regulations affecting the rights, requirements, or relationships contemplated herein, Arkansas Tech University reserves the right to amend this Agreement in order to bring it into compliance with such changes.

19. Pursuant to A.C.A. §21-1-503, Company certifies that it is not currently engaged in, and further, hereby agrees that for the duration of the contract, not to engage in, a boycott of Israel.

20. The parties agree that pursuant to A.C.A. §19-11-247, before a contract is ratified and affirmed under subdivision (c)(1)(A) of A.C.A. §19-11-247, it shall be presented to the Legislative Council or, if the General Assembly is in session, to the Joint Budget Committee, for review if the contact is required to be submitted for review under A.C.A. §19-11-1006.

21. Pursuant to Act 557 of 2015, and A.C.A. §19-11-267, the service criteria for this Agreement is as follows: to provide competent services in the area of advertising as well performing all items set forth in paragraph one ("The Services") of the Agreement.

Acceptable performance of this Agreement shall be measured as follows: The Company shall perform its services consistent with the professional skill, quality, timeliness and care of other entities that perform/provide the same or similar advertising and public relations services.

Neither the University's review, approval, or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Company shall be and remain liable to the University in accordance with applicable laws for all damages to the University caused by the Company's negligent performance of any of the services rendered under this Agreement.

In the event that the Company shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the University may notify the Company in writing of such failure and demand that the same be remedied within 10 days. Should the Company fail to remedy the same within said period, the University shall then, in its sole discretion, have the right to immediately terminated this agreement without penalty.

22. Company hereby approves all strikethroughs and deletions made by the University to the face of the Agreement, and further agrees that the terms of this Addendum supersede and are controlling over any conflicting terms set forth in the Agreement.

_____ _____

Signature Date

Printed Name and Title

ARKANSAS TECH UNIVERSITY STANDARD TERMS & CONDITIONS
Revised January 9, 2020
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 ATU Procurement and Risk Management Services 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. LIMITATIONS ON LIABILITY: Contract language from Bidder/Vendor that limits in any way the
University's recovery in tort actions is not acceptable.
15. 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.
16. 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 ATU Procurement Services. 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.
17. 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.

18. 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.

19. 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.

20. 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 Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. Procurement Services 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.

21. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by ATU Procurement Services. 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.

22. 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 Procurement Services 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.*

23. 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.

24. 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.*

25. 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 authorize d, and returned at the contractor's expense to ATU Procurement Services, properly identifying what is being returned.

26. 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.

27. 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.

28. 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 perfor m, 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.

29. 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.

30. 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 not longer funds legally available to pay for the services, the contractor may file a claim.

31. 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.

32. 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, pregnancy, veterans status, genetic information, sexual orientation, gender identity, disability 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, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability 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.

33. 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.

34. 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.

35. 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.

36. ARKANSAS TECHNOLOGY ACCESS: 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. The Vendor 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, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS 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 by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (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.
For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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.

38. A. C.A. §21-1-503. Company and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Israel.

39. A.C.A. § 19-11-249. Any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

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

Performance Based Standards:

Arkansas Code 19-11-267 requires the use of performance based standards on any resultant contract by the University.

Milestone Payment Contracts	
Standards	Remedies
Milestone deadlines are met	Vendor must provide an acceptable remediation plan
Work products are professional & comprehensive	Payment may be withheld in part or in whole until milestones are met or acceptable work products are produced
	Replacement resources acceptable to Arkansas Tech University may be required
	Contract may be cancelled

Time & Materials Contracts	
Standards	Remedies
Services are provided in a timely and professional manner	Vendor must provide an acceptable remediation plan
Work products are professional, comprehensive and consistent with the contracted skill level	Payment may be withheld in part or in whole until acceptable work products are produced

	Replacement resources acceptable to Arkansas Tech University may be required
	Contract may be cancelled