

**The University of Arkansas**

**Department of Athletics**

**Athletics Video Board Processing, CMS and Clip Playback Upgrades**

**Request for Proposal**

**RFP No. 02292024**

**RFP Requirements**

 **RFP Instructions and Terms & Conditions**

**RFP REQUIREMENTS**

1. **Service Expectations:** Selected Respondents and their officers, employees, agents, volunteers, subcontractors, and invitees understand that they are working at an institution of higher learning and are required to conduct themselves in a manner that is commensurate with that environment. Selected Respondents, their officers, employees, agents, volunteers, subcontractors, and invitees shall do all things reasonably necessary or required by the University to maintain the high standard of quality and management for the products and services outlined in this RFP and any resulting Contract. Selected Respondents agree that they shall hire, train, supervise and regulate all persons employed by it in the conduct of the related services so that they are aware of, and practice, standards of cleanliness, courtesy and service required and customarily followed in the conduct of similar operations. Selected Respondents shall be responsible for the conduct of their officers, employees, agents, volunteers, subcontractors, vendors, guests and other representatives including, without limitation, training and informing them that violations of the University policy; theft; threats or acts of violence; profanity; unlawful discrimination; boisterous or rude conduct; offensive or distasteful comments related to age, appearance, disability, race, ethnic background, nationality, gender, gender identify, sex or sexual orientation; evidence of alcohol or illegal drug use or possession; refusal to provide services requested; refusal to make arrangements for additional services needed; mishandling funds; and disrespectful behavior toward spectators, customers and the University trustees, officials, employees, agents, licensees, contractors, subcontractors, vendors, students, alumni and guests, are impermissible, will not be tolerated and could result in their immediate removal from the University’s campus.

Selected Respondent(s) agree to take all necessary measures to prevent injury and loss to persons or property while on the University premises. Selected Respondents shall be responsible for all damages to persons or property caused solely or partially by a Selected Respondent or any of its members, officers, employees, agents or guests.

1. **Selected Respondent’s Expense**: The Selected Respondent(s), at its expense, shall furnish all equipment, product, labor, tools, supplies, technology, transportation, lodging, insurance, facilities and any other items and expenses necessary to fully perform all aspects and phases of this RFP.
2. **Environmental Responsibility:** Selected Respondent(s) on campus should make every effort to reduce environmental impact and support the University’s goals to increase efficiency, reduce waste, and nurture environmentally responsible students. Specific information regarding existing sustainability programs can be found at: <https://sustainability.uark.edu>. The Respondents should describe in detail the business practices that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. (i.e., this comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service.). Selected Respondent(s) should make reasonable effort to bring in product from official licensees who subscribe to local, national and international sustainability guidelines.
3. **Laws, Ordinances, Rules, Regulations, and Licenses:** All Selected Respondents shall observe, comply, and ensure that their members, officers, employees, agents and guests all observe and comply with all policies, laws, ordinances, regulations and rules of the University, and federal, state and local government, which may be applicable to the operations outlined within this RFP and any resulting Contract.
4. **Payment of Taxes:** TheSelected Respondent(s) shall be solely responsible for the payment of all taxes, license fees, or other levies or assessments, including without limitation, ad valorem taxes, sales tax, contributions imposed or required under unemployment insurance, social security, workmen’s compensation and income tax laws with respect to the Selected Respondent and other non-University employees engaged in the performance of the Contract, and any interest and penalty lawfully imposed thereon as a result of the Selected Respondent’s failure to pay or late payment thereof.
5. **Indemnification & Insurance:** The Selected Respondent(s) shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all claims, losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Selected Respondent(s) or Selected Respondent(s)’s members, officers, employees, subcontractors, volunteers, guests or agents of any representation, warranty, or other provision of this RFP, any resulting Contract or any document delivered by Selected Respondent(s) in connection with the products and services contemplated by this RFP; (b) any damage to property or bodily injury, including, but not limited to illness, dismemberment, paralysis and death, arising from or relating to any products or services provided by the Selected Respondent(s) or uses of the University by Selected Respondent(s), its members, officers, employees, subcontractors, volunteers, guests or agents under this RFP or any resulting Contract, or any other activities conducted on or by the University (whether such activity is authorized or unauthorized by the University); (c) any use of or damage to University property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this RFP or any resulting Contract; (d) any act or omission of Selected Respondent(s) or any of its officers, agents, employees, invitees, or subcontractor’s employees and invitees; and (e) any violation by Selected Respondent(s), its members, officers, employees, subcontractors, volunteers, guests or agents of any applicable NCAA rules or regulations or state, federal or local laws, ordinances, decree or regulations.

The obligation to indemnify the University shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys’ fees, damages, and liabilities incurred, as well as any attorneys’ fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to the University, the University’s in-house counsel may participate in any processes or proceedings. The indemnification obligations under this RFP or any resulting Contract shall survive the expiration or termination of such RFP or resulting Contract.

The Selected Respondent(s) shall purchase and maintain at Selected Respondent(s)’s expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University:

1. Workers Compensation: As required by the State of Arkansas.
2. Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
3. Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence. Policies shall be issued by an insurance Respondent authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to the University.

Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from a Selected Respondent(s)’s operations on the University’s campus. Selected Respondent(s) shall also be responsible for payment of workers’ compensation insurance for all Selected Respondent(s)’s employees as required by the State of Arkansas.

Selected Respondent(s) shall furnish the University with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by the University of certificates which do not indicate the specific required coverages shall in no way relieve the Selected Respondent(s) from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Selected Respondent(s) concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the University, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be provided to the University prior to providing services.

Selected Respondent(s) shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

1. **Risk of Loss:** Selected Respondent(s) shall bear the full and complete responsibility for all risk of damage or loss of equipment, products, or money resulting from any cause whatsoever and shall not penalize the University or its affiliates for any losses incurred in association with this RFP or Contract. The University shall not be responsible for any loss or damage to merchandise, personal property of Respondent(s)’s employees or guests, or other equipment in case of vandalism, theft, break-in, or burglary, power failure, riot, protest, fire, flood, explosion, hurricane, tornado, electrical storms, severe weather or any other acts of God or other events beyond the immediate control of the University.
2. **Acceptance and Rejection:** Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the Selected Respondent(s) promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
3. **Default:** University reserves the right, along with other remedies provided in this RFP or at law, to cancel any resulting Contract in the event of back orders, default in specified delivery dates, manner, location or times, or Selected Respondent(s)’s failure to meet other specifications. The Selected Respondent(s) must give written notice to the University of the reason for any such default or delay and the expected delivery date, time and manner.
4. **Not Contingent on University/Razorback Athletics Performance:** The rights of the University and obligations of Successful Respondent(s)s to provide products, services or make any financial or sponsorship payments to the University under this RFP and any resulting Contract, is in no way contingent upon the level of attendance at any Razorback Athletics or other event; the number of athletic or other events hosted by the University; the performance or lack of performance by any University athletic teams; the University’s or any of its athletic teams, coach’s or student-athlete’s status, standing or affiliation with any athletic governing body or conference; the opportunity for broadcast exposure or broadcast ratings; adverse publicity related to the University, its trustees, employees or students, Razorback Athletics or its athletic teams; University enrollment; or any other factors which indicate any degree of public exposure of a successful Respondent(s), the University, Razorback Athletics or its athletic teams.
5. **No Assignment by Selected Respondent(s):** It is mutually understood and agreed that the Selected Respondent(s) shall not sell, assign, transfer, convey, subcontract, or otherwise dispose of its Contract, or its right, title or interest therein, or its power to execute such Contract, to any other person, firm, or corporation. The Selected Respondent(s) shall not assign by power of attorney or otherwise, any of the payments, which is to become due and payable under a Contract resulting from this RFP. Failure to comply with this requirement may, in the University’s sole discretion, result in the cancellation of the Contract.
6. **University Marks:** The Respondents acknowledge and agree that the University owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, songs, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to the University that are adopted and used or approved for use by the University (collectively the “University Marks”) and that each of the University Marks is valid. Respondents shall have no right to use any of the University Marks, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company, or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of the University. Any domain name, trademark or service mark registration obtained or applied for that contains the University Marks or any similar mark upon request shall be assigned or transferred to the University or its Board of Trustees without compensation. The University maintains ownership of the “Hog Heaven” store name and the e-commerce domain “shop.ArkansasRazorbacks.com” in all cases.

Merchandise that carries any University Mark must be purchased from companies that are licensed through the University’s licensing agent, currently Collegiate Licensing Corporation or otherwise approved by the University’s Licensing Director.

1. **Campus Restrictions:** Selected Respondent(s) shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of University. Selected Respondent(s) further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of the University, except to the extent expressly permitted by University policies and the Arkansas enhanced concealed carry laws. Selected Respondent(s) shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Selected Respondent(s) agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on University property or at University or Razorback Athletics events.
2. **Independent Contractor:** Selected Respondent(s) acknowledge that under the Contract it is an independent contractor and is not operating in any fashion as the agent of the University. The relationship of Selected Respondent(s) and the University is that of independent contractors, and nothing in any resulting Contract should be construed to create any agency, joint venture, or partnership relationship between the parties.
3. **Disputes:** Selected Respondents and the University agree that they will attempt to resolve any disputes in good faith. Selected Respondents and the University agree that the State of Arkansas shall be the sole and exclusive venue for any litigation or proceeding that may arise out of or in connection with this Contract. The Selected Respondent acknowledges, understands and agrees that any actions for damages against the University may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does the University agree to binding arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.
4. **Governing Law:** This RFP, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Selected Respondent(s) and the University shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the Circuit Courts of Washington County, in the State of Arkansas, shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this RFP or any Contract with the University, Razorback Athletics or its officials or employees that is permitted under Arkansas law and outside the jurisdiction of the Claims Commission of the State of Arkansas. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to the University, Razorbacks Athletics or its trustees, officials, employees and representatives. In no event shall the University or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to a Selected Respondent for special, indirect, punitive, or consequential damages, attorneys’ fees or costs or any damages constituting lost profits or lost business opportunities.
5. **Non-Discrimination and Affirmative Action:** Selected Respondents agree to adhere to any and all applicable federal and state laws, including laws pertaining to non-discrimination and the following:
6. Consistent with Ark. Code Ann. § 25-17-101, the Selected Respondents agree as follows: (a) not to 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, state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure to comply with the statute, the rules and regulations promulgated thereunder and this non- discrimination clause shall be deemed a breach of any resulting Contract and this Contract may be canceled, terminated or suspended in whole or in part; (d) include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or Selected Respondent.
7. The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.
8. The Selected Respondents and any of their subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Selected Respondents and their subcontractors certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.
9. The Americans with Disabilities Act (“ADA”) prohibits discrimination on the basis of disability in employment, state and local government, public accommodations, commercial facilities, transportation, and telecommunications.
10. **Strikes**: In the event of a strike by vehicle drivers, mechanics, or other Selected Respondent employees, Selected Respondents shall continue to provide service by sub-contracting or leasing from another carrier or any other available method. The same shall prevail if a significant number of vehicles are declared inoperable, destroyed by fire or vandals or any other equipment failure that results in the Selected Respondent not being able to fulfill the obligations of the Contract. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the Contract in whole or in part at the discretion of the University.
11. **NCAA and SEC:** Selected Respondents shall at all times comply with all National Collegiate Athletic Association (“NCAA”), Southeastern Conference (“SEC”) rules and regulations, and the rules of any other conference or association to which the University’s athletic teams may belong. Any resulting Contract may be terminated for any such violations by a Selected Respondent, its official, employees, representatives, agents, subcontractors or guests. This provision applies to those engagements involving the function of athletics and/or athletics activities and affairs. Selected Respondents, their officers, employees, subcontractors, agents and guests, further acknowledge and agree to the following:

* 1. They will report through the appropriate individuals at the University, any and all knowledge of suspected violations of any NCAA legislation regarding involving or related to the University.
	2. They have a continuing obligation to report any and all suspected violations of NCAA or SEC bylaws, rules, and regulations to the Compliance Office.
	3. They are prohibited from exerting, attempting to exert, or conspiring to exert, authority or influence over any student-athlete or other participant in an attempt to manipulate any outcome of any sporting or athletic event or the final outcome of any sporting or athletic event, in relation to gambling.
	4. They are prohibited from disseminating, utilizing, or permitting others to disseminate or utilize, non-public confidential information regarding a University student-athlete or athletic team for the purposes of gambling.
1. **Cancellation or Termination of Contract:** In addition to any other rights and remedies available to it at law or in equity, the University may terminate any resultant Contract at any time following written notice to a Selected Respondent if: (i) the Selected Respondent commits a material breach of any representation, warranty, or obligation contained in the Contract, RFP, or Proposal; (ii) NCAA or conference rules, regulations, or bylaws or applicable law prohibit agreements or transactions similar to the Contract; or (iii) the Selected Respondent files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debts as they become due.
2. **Contract Information:**  Respondents should note the following regarding the State or Arkansas’s contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of a Respondent’s Proposal:

The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law University may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys’ fees or other costs or expenses of any party.
5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

1. **Human Rights Policy:** All Respondents must be committed to protecting the human rights of workers and to protecting the environment throughout the world. Respondents must be bound by and adhere to the Collegiate Licensing Company Labor Code of Conduct (as amended by the University) and must include in the Proposal the Respondent’s Human Rights Policy and any other Business Codes of Conduct policies.
2. **Non-Waiver of Defaults:** Any failure of University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of University at any time to avail itself of same.

**RFP Instructions, Terms & Conditions**

**RFP INSTRUCTIONS AND TERMS & CONDITIONS**

1. **Additional Redacted Copy:** It is the responsibility of each Respondent to identify all proprietary information included in their Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked “REDACTED COPY”).  The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the Proposal to be considered.  Each Respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data.  The redacted copy may be open to public inspection under the Freedom of Information Act (“FOIA”) without further notice to the Respondent after a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the Respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

**IMPORTANT:** Respondents must address each of the requirements of this RFP request which is in the format of a Request for Proposal. Respondent’s required responses should contain sufficient information and detail for the University to further evaluate the merit of the Respondent’s Proposal. Failure to respond in this format may result in Proposal disqualification.

Respondents acknowledge that it is the Respondent's responsibility to thoroughly examine and read the entire RFP document, including terms, conditions and any and all appendices and attachments. Failure of Respondents to fully acquaint themselves with existing conditions or the amount of goods and work involved will not be a basis for requesting extra compensation after the award of a Contract. This engagement is separate from any other engagement the Respondents may be currently pursuing with the University. Interpretation by and of the University is final.

1. **Acceptance of Proposals:** The University reserves the right to accept or reject all or any part of a Proposal or any and all Proposals, to waive any informality, and to award the Proposal that best serves the interest of the University.
2. **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 state 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.
3. **Excused Performance / Force Majeure:** Notwithstanding any other provisions in this RFP or any resultant Contract, in the event that the performance of any terms or provisions of this RFP or any resultant Contract shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, Acts of God, pandemic, epidemic or any action by a government entity, public health authority or University’s governing board, athletic body or conference, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, such party is unable to prevent (the foregoing collectively referred to as “Force Majeure Event”), the party so interfered with shall (i) use all good faith reasonable efforts to minimize the effects thereof and (ii) notify the other party(s) in writing within ten (10) days of the Force Majeure Event and the effect of the Force Majeure Event on such party’s ability to perform its obligations hereunder. The affected party(s) shall also provide the other party with written documentation and statements to evidence the existence and impact of the Force Majeure Event. The affected party(s) shall promptly resume performance after it is no longer subject to the Force Majeure Event, and make every effort to provide comparable substituted performance in the event the party(s) is able to reasonably do so. If the Force Majeure Event continues beyond ninety (90) days, the parties agree to discuss in good faith potential modifications to any resulting Contract and in the event an agreement cannot be reached, the University may terminate the Contract.
4. **Performance Standards:** Selected Respondents acknowledge that the use of performance-based standards on any resultant Contract by the University are required pursuant to Arkansas Code Annotated § 19-11-267. Selected Respondents shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this RFP and any resulting Contract with the University. Selected Respondents shall warrant that the equipment placed on the University campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Selected Respondents acknowledge that all products and services provided to the University or tailgate customers on the University campus are to be of high quality and rendered in a timely and professional manner. Selected Respondents represent and warrant that they will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Selected Respondents shall respond to all production, service, maintenance and customer service and support requests by in a polite and timely manner. Further, Selected Respondents recognize that failure to perform hereunder may cause the University financial or reputational harm or damages or require it to acquire replacement services and/or products on short notice. Therefore, any failure to provide the agreed upon products or services to the University or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Selected Respondents and the University subject to termination.
5. **Period of Firm Proposal:** Prices for the proposed services must be kept firm for at least one hundred twenty (120) days after the Proposal Due Date specified on the cover sheet of this RFP. Firm Proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the Proposal, the price will be firm for one hundred twenty (120) days or until written notice to the contrary is received from the Respondent, whichever is longer.
6. **RFP Interpretation:** Interpretation of the wording of this RFP shall be the responsibility of the University and that interpretation shall be final.
7. **Minority and Women Owned Business Enterprises:** It is the policy of the State of Arkansas to support equal opportunity as well as economic development in every sector. In accordance with the Minority and Women-Owned Business Economic Development Act, the University shall support to the fullest all possible participation of Respondents owned and controlled by minority persons and women in State-funded and State-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.

Pursuant to Ark. Code Ann. § 19-11-229, 19-11-230 and 22-9-203 the State of Arkansas encourages all small, minority, and women owned business enterprises to submit competitive sealed bids and Proposals for University projects, including capital improvement projects. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

1. **Prohibition on Contracting:** In accordance with Ark. Code Ann. § 25-1-503, Selected Respondent hereby certifies to University that Respondent (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of the Contract/PO/Contract not to engage in a boycott of Israel.  A breach of this certification will be considered a material breach of Contract.  In the event that Selected Respondent breaches this certification, the University may immediately terminate the Contract/PO/Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.
2. **Bidder Conflict of Interest Form:** Only when applicable, for any RFP that requires the disclosure of existing conflict of interest circumstances, the Respondent should complete the Bidder Conflict of Interest Form and submit with Proposal. It is the responsibility of the Respondent desiring to be considered for an award to complete and return this form, along with the Contract and Grant Disclosure and certification form. The purpose of these forms is to give Respondents an opportunity to disclose any actual or perceived conflicts of interest. The determination of the University regarding any questions of conflict of interest shall be final.

1. **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 Ark. Code Ann. § 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 Respondent 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, Respondents expressly represent and warrant to the University through this 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, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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 Ark. Code Ann. § 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 Respondents does not completely meet these standards, the Respondents must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

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 Ark. Code Ann. § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

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.

All State of Arkansas electronic and information technology purchases must be accessible as specified by standards listed in Arkansas Act 308. A copy of the act is available here: ftp://www.arkleg.state.ar.us/acts/2013/Public/ACT308.pdf.

A blank copy of the VPAT form is available here: <http://procurement.uark.edu/_resources/documents/VPAT_Blank.pdf>

Note: All Respondents should complete the VPAT form as it relates to the scope of the item(s) or commodity requested in the Proposal. Our expectation is that the Respondent will assign technical personnel who understand accessibility to the task. If a component of a VPAT does not apply, it is up to the Respondent to make that notation and explain why in the “Comments” column. The notation can be as simple as “Not a telecommunications or technology product.”