

REQUEST FOR PROPOSAL #180
FOR
POINT OF SALE SYSTEM
AT
ARKANSAS STATE UNIVERSITY
JONESBORO CAMPUS

DUE: NO LATER THAN
11:00 A.M.
June 12, 2008

MAIL OR DELIVER PROPOSALS TO:

ARKANSAS STATE UNIVERSITY
PROCUREMENT SERVICES
ATTN: CAROL BARNHILL C.P.M.
P.O. BOX 1860
STATE UNIVERSITY, AR 72467

POINT-OF-SALE SYSTEM
ACKNOWLEDGMENT OF RECEIPT

Please fill in the requested information below as acknowledgment that you have received the Request for Proposal noted above. If your firm is interested in participating, it is highly recommended that this sheet be completed and returned or faxed to Arkansas State University, Procurement Services, Attn: Carol Barnhill C.P.M., PO Box 1860, State University, AR 72467, Fax: 870-972-3834. By doing this, we will be able to provide notification to you any addenda to the RFP.

Name of Firm: _____

Fax #: () _____ Tel. #: () _____

_____ YES, Our Company does have an interest in responding.

_____ NO, our company does not have an interest in responding.

Name: (Print) _____ Title: _____

Signature: _____ Date: _____

TABLE OF CONTENTS

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Section 10	ADMINISTRATIVE OVERVIEW
10.1	University Background
10.2	Purpose
10.3	Issuing Officer
10.4	Contract Administrator
10.5	Anticipated Procurement Timetable
10.6	Submission of Proposals
10.7	Presentation
10.8	Rejection of Proposals
10.9	Contracting Condition
10.10	Public Opening of Proposals
10.11	Contract Awarding and Signing
10.12	Payment and Invoice Provisions
10.13	Proposal Evaluation
SECTION 20	SCOPE
20.1	Purpose
20.2	System Requirements
20.3	Functional Requirements
20.4	Project Management
SECTION 21	VENDOR
21.1	Vendor Qualification Criteria
21.2	Vendor Experience & References
SECTION 30	REQUIREMENTS
30.1	Evaluations Criteria
30.2	Experience
30.3	Services to be provided
30.4	Cost
30.5	Payment Schedule
SECTION 40	TECHNICAL AND BUSINESS PROPOSAL
40.1	Introduction
40.2	Transmittal Letter
40.3	Appendix
40.4	Executive Summary
40.5	Respondent's Background and Experience
40.6	Proposer's Qualification and Credentials
40.7	Project Organization and Staffing
40.8	Price Proposal
40.9	Independent Price Determination Certification Statement
40.10	Bid Price Certifying Statements and Bid Price

SECTION 50	GENERAL TERMS AND CONDITIONS
50.1	Legal Considerations
50.2	Public Disclosure
50.3	Ethical Standards Law
50.4	Conflict of Interest
50.5	Warranty Against Broker's Fee
50.6	Offer of Gratuities or Kickbacks
50.7	Employment of State Personnel
50.8	Term of Contract
50.9	Termination of Contract
50.9.1	Termination for Default
50.9.2	Termination for Convenience
50.9.3	Termination for Unavailability of Funds
50.10	Procedure on Termination
50.10.1	Termination Claims
50.11	Contractor
50.12	Force Majeure
50.13	Disputes
50.14	Confidentiality of Information
50.15	Public Disclosure
50.16	Inspection of Work Performed
50.17	Subcontracts
50.18	Indemnification
50.19	Assignment
50.20	Employment Practices
50.21	Waiver
50.22	State Property
50.23	Contract Variations
50.24	Attorney's Fees
50.25	Environmental Protection
50.26	Liability
50.27	Record Retention
50.28	Access to Contractor's Records
SECTION 60	Standard Terms & Conditions
SECTION 70	Procurement
70.1	Rules of Procurement
70.2	Point of Contact
70.3	Written Questions Concerning the Request for Proposals
70.4	Request for Proposals Amendments
70.5	Cost of Preparing Proposals
70.6	Disposition of Proposals
70.7	Proposal Amendments and Rules of Withdrawal
70.8	Acceptance of Proposals

70.9	Evaluation of Proposals
70.10	Award Notice
70.11	Protest of Award

POINT OF SALE SYSTEM

10.1 Background Arkansas State University enjoys a reputation as a quality regional institution of higher education and is recognized for offering special services to the people of the Arkansas Delta. It is the only comprehensive public university located in this region. Dedicated to teaching, research and service, the university provides students with the broad educational foundations that help develop critical thinking and analytical skills, decision-making capabilities, and communication skills.

This institution was founded in 1909 by the Arkansas Legislature as a regional agricultural training school. It began offering a two-year college program in 1918, then was renamed “First District Agricultural and Mechanical College” in 1925. A four-year degree program was begun in 1930; A & M College became “Arkansas State College” in 1933. The Arkansas Legislature elevated the college to university status and changed the name to Arkansas State University in 1967.

Master’s degree graduate programs were initiated in 1955, and ASU began offering a doctoral degree in educational leadership in the fall of 1992. Programs at the specialist’s, masters, bachelors and associate degree levels are available through the various colleges: Agriculture, Arts and Sciences, Business, Communications, Education, Fine Arts, Nursing and Health Professions, the University College, and the Department of Engineering.

Arkansas State University’s commitment to excellence in higher education is demonstrated by its accreditation by the North Central Association of Colleges and Schools, as well as 11 specialized accrediting organizations. In addition, the university holds membership in 22 organizations that support the highest educational standards.

The Arkansas State University system also includes campuses at Beebe (White County), Newport (Jackson County), Mountain Home (Baxter County), Marked Tree (Poinsett County), Paragould (Greene County), Heber Springs (Cleburne County), Governmental Affairs (Pulaski County), and the Little Rock Air Force Base in Jacksonville (Pulaski County).

The Mission of Arkansas State University

We pursue and share knowledge within a caring community that prepares students in challenging and diverse ways to become more productive global citizens.

10.2 Purposes

Arkansas State University-Jonesboro (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of obtaining a Point-of-Sale System for the ASU Convocation Center. This proposal shall be

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for the design, coordination, supply, installation and testing of the complete Point-of-Sale System.

In order to simplify Arkansas State University's task of evaluating all of the proposals, which will be submitted, we have developed a format in which all proposals must be prepared. Failure to adhere to this format or to omit any of the information that is required will result in your firm's proposal being disqualified.

The contract will be awarded to the vendor who best satisfies all of ASU's needs at optimum cost and service performance. Cost will not be the sole criteria for determining the contract award. Vendors shall state the purchase price of each individual line item on the Official Bid Price sheet. Maintenance and support costs shall be fixed for a period of one-year following award of contract. All other support options, pre-implementation planning, software customization, installation, standard operating procedure documentation development, and training services shall be fixed-price with respect to unit, task, or hourly rate until the successful implementation of all software modules.

10.3 Issuing Officer

Carol Barnhill, C.P.M., Director of Procurement Services
Phone: (870) 972-2028 Fax: (870) 972-3834
Email: cbarnhil@astate.edu

10.4 Contract Administrator

Arkansas State University - Jonesboro
PO Box 1860
State University, AR 72467

Contract Administrator: Carol Barnhill C.P.M.
Project Officer: Debbie Honeycutt
Phone: (870) 972-3870 Fax (870) 972-3825

10.5 Anticipated Procurement Timetable

RFP Issued:	May 27, 2008
Closing date for receipt of questions	June 3, 2008
Answers emailed	June 4, 2008
Closing date and time for receipt of proposals And public opening of proposals:	June 12, 2008
Completion of proposal review and contract selection:	June 17, 2008
Intent to award letters mailed:	approx. June 18, 2008
Contractor Commences Performance:	approx. July 1, 2008

10.6 Submission of Proposals

No later than 11:00 a.m., one original (marked "original") and five copies of the proposal should be received by:

Arkansas State University
Procurement Services
PO Box 1860
2713 Pawnee Street
State University, AR 72467

COST PROPOSAL MUST BE INCLUDED UPON SUBMISSION, BUT SEALED SEPARATELY.

All proposals must be executed by an authorized officer of the proposer and must be held firm for acceptance for a minimum period of 150 days after the opening date.

Addenda or amendments, if any, should be signed, dated and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

Acceptance of request for proposal issued by the Director of Procurement Services indicated by submission of a proposal by responder, will bind responder to the terms and conditions herein set forth, except as specifically qualified in any addendum issued in connection therewith. Any alleged oral agreement or arrangement made by a responder with any agency or Director of Procurement Services, or an employee of the campus will be disregarded.

10.7 Presentation

Proposers selected for final evaluation may be required to make an oral presentation. Such presentations provide an opportunity for Proposers to clarify their proposal and ensure mutual understanding. The University will schedule time and location for any required presentations.

10.8 Rejection of Proposals

This solicitation does not commit Arkansas State University to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The institution reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the University. Failure to furnish all information may disqualify a respondent.

10.9 Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the Federal Government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

10.10 Public Opening of Proposals

A public opening of all Technical/Business proposals will be held on: June 12, 2008 at 11:00 a.m. at
Arkansas State University
Procurement Services
2713 Pawnee Street
Jonesboro, AR 72401

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 25-19-10-ET SEQ.

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10.11 Contract Awarding and Signing

Contract awarding and signing will be contingent upon Arkansas State University receiving advice from approving authorities if necessary. The contract will be an incorporation of the contents of the RFP as well as negotiated terms and conditions.

10.12 Payment and Invoice Provisions

All invoices shall be forwarded to the Arkansas State University Accounts Payable Department and must show an itemized list of charges by type of equipment, service, etc. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon written acceptance by ASU Procurement Services.

10.13 Proposal Evaluation

The staff of Arkansas State University and the Director of Procurement Services will evaluate all proposals to ensure all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria.

SECTION 20 SCOPE

20.1 Purpose

This chapter describes the scope of work to be completed under this proposed contract. Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the section number key point in section. This proposal also includes all necessary equipment and other equipment as needed to provide a turnkey installation and system. Please note in additional or differences in software quoted.

20.2 System Requirements

- 58 permanent points-of-sale in fixed concession stands with magnetic card readers
- 58 electronic cash drawers
- 58 mounting pedestals for the registers
- 16 shared receipt printers
- Handheld order/entry devices
- Pantry/service bar printers for in-seat service
- Suite order/entry stations
- Suite kitchen printers
- Retail store cashier stations
- Concessions Inventory control software with cash room module
- Credit card authorization
- Commissioned vending software
- Suite management software
- Retail store software
- Drivers license ID verification software
- Student ID/Meal card interface
- Loyalty program software module

20.3 Functional Requirements

Please respond to each requirement with a yes or no as to current availability on the system.

A. POS/Cashier Stations: POS Functional Requirements

1. POS units are to be used customer transactions and for closing data entry for inventory counts.
2. POS unit must have a minimum of 70 user programmable keys for menu items in concessions.

- Key templates must be able to be reproduced on standard computer equipment.
3. Keys must be able to be preset to a specific menu item and price.
 4. POS units in same stand must have same menu, different stands may have different menus.
 5. Menus and pricing must be maintained on a central database with loading to POS to occur on demand or each event with the process taking no more than five minutes for the entire POS network.
 6. POS units must be easily relocated from one stand to another by simply changing the Revenue Center on the POS terminal. There should be no requirement to reload the menu to the POS terminal.
 7. Magnetic card readers must be an integrated part of the POS unit.
 8. Speed Keys with assigned tendered amount (i.e. \$5, \$10, \$20, \$50). Each key or keypad must be capable of being configured for the full range of key options, remotely via a central location.
 9. POS must be able to record the receipt of payment in cash, credit card, or magnetic stripe debit card,
 10. POS must have the capability of discounting selected sales based upon at least two percentage levels authorized in the central system or based on the use of discount cards.
 11. POS units must connect to an electronic cash drawer that opens when the sale is complete, and which prevents the cashier from making additional sales when the drawer remains open.
 12. If a printer is available, each POS must be able to locally print a sales report detailing the quantities of each item sold, and the total sales extended.
 13. All sales information must be available on the POS unit, and the central database system on demand.
 14. Each unit must have a unique device ID to identify it to the POS server.
 15. POS terminals must connect to share a single receipt printer.
 16. Units must support multiple report printing of selectable reports i.e. kitchen printing.
 17. All keys should be capable of being protected by selective access by job description or password control.

B. POS/Cashier Stations: Data Network/Communication Requirements

1. Must be able to utilize a mix of fiber optic and Cat5 cable in an Ethernet configuration.
All devices must be IP addressable using standard Ethernet technology.
2. Must be networked to a central database in peer-to-peer configuration wherein each POS communicates directly with the POS server. POS devices must not be configured in a daisy chain configuration.
3. All POS must operate independently, capable of running and storing event data as a freestanding unit:
 - Must function in full operation with the POS server or network down
 - A single POS failure must not affect any other POS or its ability to communicate with the POS server
 - Must be able to maintain menus, pricing, and store summary transactions with POS server down
 - Must be able to process cash transactions with server down
4. Cabling must adhere to current standard topology with cables to each device from either a closet or a location in the concession stand.

C. POS/Cashier Stations: Environmental and Physical Requirements

1. All cabling must be concealed from view, and secured from tampering by cashier or customer.
2. POS units must be mounted on pedestals or platforms that elevate the device off the

- countertop so that food service space is preserved.
3. POS units must be mountable on the front or back counter.
 4. Cash drawer must be mountable on top of the counter or underneath the concessions counter, either directly under the POS unit, or offset from the center of the POS unit.
 5. POS units must have two displays, or for the cashier and one for the customer, which show items ordered and pricing.
 6. Magnetic card reader must be an integrated insertion reader.
 7. POS units must be spill resistant, with no damage resulting from the expected incidental spillage in the stands.

D. Inventory Control & Event Accounting Software: Physical Inventory Functions

1. Multiple location inventory system.
2. All inventory transactions produce balanced debits and credits.
3. Period end physical functions for printing worksheets for each inventory location, and corresponding posting of actual counts.
4. Generate variance reports for posting GL Accounts.
5. Purchase Order Subsystem:
 - *Generate Purchase orders
 - *Post Receiving against Purchase Orders
 - *Create real-time debits/credits to perpetual inventory
 - *Generate transactions for Accounts Payable.
6. Inventory Distribution Subsystem:
 - *Transfer product from location to location
 - *Generate delivery tickets
 - *Post real-time debits/credits to perpetual inventory
 - *Track all product movement from receipt until product is sold or used.

E. Inventory Control and Event Accounting Software: Purchasing Functions

1. Maintain item lists by supplier.
2. Create/Modify/Print Purchase Orders.
3. Process receipt of product with real-time stock and cost updates.
4. Purchase Order reports by item, supplier, and date.
5. Goods received reports by item, supplier, and date.
6. Ability to flag items short in stock to meet anticipated needs.

F Inventory Control and Event Accounting Software: Event Accounting Functions

1. Manage location inventories by event.
2. Provide capability to transfer product on picking tickets
3. Real-time inventory debits/credits.
4. Provide stand sheet system for concession stand transactions
5. Cash room module to accept sales deposits during event.
6. Complete event accounting reports detailing:
 - *Sales by stand/item
 - *Sales by stand
 - *Over/short
 - *Consolidated sales for the facility
 - *Cash room balancing report
7. Sales by Company and Product Category

G. Inventory Control and Event Accounting Software: Other

1. Software must be mature in its current operating system format, be aggressively updated and have a minimum of 3 successful reference sites of similar configuration.
2. Must be event or day driven, with ability to have multiple events open concurrently.
3. Software must support multiple security access levels based on user profiles. Security must be structured to allow access to only certain parts of the system, but shall also be able to restrict those parts to full access or ready only.
4. Concessions:
 - *Full cash room facilities with entry at concession or till level and break down by cashier
 - *Full reporting capability physical, till, and cash sale variations, with ability to drill down to full cashier audit.

20.4 Project Management

The proposal should detail how the respondent has made and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number of and qualifications of personnel required to perform the work requested.

20.51 Provide a description of the proposed project staffing/organization and internal controls to be used during the course of the project, including any subcontractors.

20.52 State the name, the title or position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP. Disclose who within the firm will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing services on the project.

20.45 Identify responsibilities and qualifications of staff that will be assigned to the potential contract and the amount of time each will be assigned to the project. Provide resumes of the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Vendor must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the University.

Section 21 VENDOR

21.1 Vendor Qualification Criteria

The criterion listed below is considered mandatory to establish the responsibility and capability of firms to meet the University's requirements.

Please provide sufficient information regarding each of the items below so the University can thoroughly evaluate your firm's qualifications and proposal for our search process. You may include support literature and attachments to the summaries requested below.

21.2 Vendor Experience and References

The vendor shall provide a historical and contemporary overview of the company, particularly as it relates to the proposed software, including such information as market share enjoyed by the proposed software, sales volume of the proposed software, and the number of employees in the company. The vendor shall supply the product history of the proposed software, including release histories of proposed packages and their direct predecessors. The vendor must have been in the Point-of-Sales systems business for at least one year. The vendor must demonstrate expertise in supplying such systems to colleges and universities.

The vendor must be willing to demonstrate a completed and functional product within the specifications provided by this RFP.

The University requires assurance that the offered products function properly. Vendors shall supply with the proposal at least five (5) reference accounts (including persons to contact and telephone numbers) located in the continental United States with systems and software of a similar configuration as proposed under this RFP.

Vendors shall provide the system and software implementation schedules for the referenced accounts. The systems must have been installed and supported by the vendor for at least sixty (60) days. The University reserves the right to request or obtain additional information.

SECTION 30 REQUIREMENTS

30.1 EVALUATION CRITERIA

The following approach will be used in evaluating the proposals:

- I. Review the proposals
- II. Contact selected references
- III. Select finalist(s)
- IV. Schedule presentations of finalists if needed
- V. Select the vendor

The proposals will be evaluated and awarded based on a comparative formula of relative weighting as detailed below:

<u>Criteria</u>	<u>Weight</u>
Point-of-Sale Requirements	<u>30%</u>
System Design and Documentation	<u>20%</u>
Experience	<u>15%</u>
Reference Feedback	<u>5%</u>
One-time Costs	<u>15%</u>
Continuing Costs	<u>15%</u>
Total	100%

Other factors that will be used in evaluating the proposal:

- Timeliness and feasibility of implementation
- Training capabilities and features
- Functionality, efficiency and effectiveness of operation
- Reliability and performance
- Scalability to support future needs
- Ease of learning, ease of use, and ease of maintenance
- Experience and stability of the proposer.
- Quality of equipment provided

These factors are not listed in any particular order of importance. Vendors should note that the RFP will be evaluated on factors other than price.

30.2 Experience

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

30.3 Services to be provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

30.4 Cost

All charges associated with each category of software shall be included on the Official Bid Price Sheet and shall be valid for 150days following the bid opening. The University will not be obligated to pay any costs not identified on the Official Bid Price Sheet. Any cost not identified by the bidder, but subsequently incurred in order to achieve successful operation of the software, will be borne by the vendor.

SECTION 40 TECHNICAL AND BUSINESS PROPOSAL

40.1 Introduction

Vendor is asked to include a detailed response to each point addressed in this section. Address each point and make any necessary explanation or qualification. Vendor is to respond in order and refer to the sub-section number key point. Proposers shall submit five (5) copies of their proposal. Failure to comply will result in possible disqualification of the proposal. All proposals shall be presented in accordance with the following outline.

The Technical/Business portion of the proposal must include the following:

- Transmittal letter
- Executive Summary
- Respondent’s Background and Experience
- Proposers Qualifications
- Project Organization and Staffing

The Price portion of the proposal must include the following:

- Price proposal
- Independent Price Determination Certification Statement
- Bid Price Certifying Statement

ORIGINAL PROPOSAL AND COPIES MUST BE INDEXED AND TABBED WITH THE ABOVE SECTIONS INDICATED.

40.2 Transmittal Letter

An individual authorized to legally bind the respondent will sign the Transmittal Letter. It will state that the respondent is a legal entity that will meet the specifications set forth in the request for proposals. It will also identify whom the University is to work with and any conditions regarding the proposal.

40.3 Appendix

The appendix can include any information not noted in the above sections which expands on your company or systems offering. The following would be helpful in the evaluation process:

- Sample vendor newsletters
- Published articles concerning your company or system
- Sample reports
- Press releases

40.4 Executive Summary

The Executive Summary will condense and highlight the contents of the respondent's proposal.

40.5 Respondent's Background and Experience

This section will include details of the respondent's background and its size and resources as well as details of experience relevant to the proposed project. Please include how long you have been in business and include any mergers or acquisitions. Each respondent must submit a minimum to five (5) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and telephone numbers of three (5) additional references.

Recommends and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlines in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

For subcontractors(s) and consultant(s), proposers shall include letters of agreement, contracts or other forms of commitment, which demonstrate their willingness to undertake their portion of the proposed project. In addition, all requirements, contractual obligations and a statement of the Proposer's involvement in litigation's that could affect this work shall be included.

1. Provide a written commitment to accept all contracts provisions, which are mandatory under the laws of the State of Arkansas, its Department, Agencies, and Boards.
2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

40.6 Proposer's Qualification and Credentials as Related to the Proposal

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

Proposers shall include the number and a description of 5 similar projects successfully completed. A statement shall be included specifying the extent of responsibility on each described project. Proposals shall include proof of the Proposer's license's and certifications and successful completion of other projects have a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the University. Bidder shall submit copy of any written warranties.

40.7 Project Organization and Staffing

This section will describe in detail the respondent's organizational plan for meeting the requirements in this request for proposals. It will include: (1) organization charts of proposed personnel (2) Staffing

information detailing the tasks to be performed and the number of staff hours estimated for each individual for each task.

40.8 Price Proposal

The fees will include the services and requirements described in this request for proposals. PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST (\$) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.

40.9 Independent Price Determination Certification Statement

A bid will not be considered for award if the price in the bid did not arrive independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with competitor. In addition, the offeror is prohibited from making multiple bids in a different form; i.e., as a prime offeror and as a subcontractor to another prime offeror.

The Offeror must include a certified statement in the bid certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contract is selected

40.10 Bid Price Certifying Statements and Bid Price

The total bid price will include services and requirements as described in this request for proposal, for the term of the contract period. The Offeror must include a statement certifying that all services properly requested should be performed as required.

SECTION 50 GENERAL TERMS AND CONDITIONS

50.1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the University regarding this request for proposal or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be Craighead County, Arkansas.

50.2 Public Disclosure

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

50.3 Ethical Standards Law

The following sections of this request for proposal reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Annotated (ACA), Sections 19-11-701 et seq. definitions used in this law can be found in Section 19-11-701 of the statutes. "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/State contract upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees of bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." Any violation of this ethic statement can result in the cancellation of any contract with the University.

50.4 Conflict of Interest

No official or employee of Arkansas State University and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

- A. The employee or any member of the employee's immediate family has a financial interest;
- B. A business or organization has a financial interest in which business or organization the employee or any member of the employee's immediate Family has a financial interest; or
- C. Any other person, business, or organization with whom the employee, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement standard, rendering of advice, investigation, audit, or in any other capacity.

Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

50.5 Warranty Against Broker's Fee

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a State contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or a bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the University shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

50.6 Offer of Gratuities or Kickbacks

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 contract for the securing business.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Any contract arising from this procurement may be terminated by the University if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

50.7 Employment of State Personnel

- A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the

employee of any party contracting the State agency by which he employee is employed.

- B. Restrictions on Former Employees in Matters Connected with Their Former Duties.
 - 1. Permanent disqualification of Former Employee Personally involved in a particular matter. It shall be a breach of ethical standards for a former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:
 - a. Judicial or other proceeding, application, request for a ruling, or other determination.
 - b. Contract
 - c. Claim; or
 - d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where State is a party or has a direct and substantial interest.
- C. One (1) year representation regarding matters for which a former employee was officially responsible. It shall be a breach of ethical standards for any former employee, within (1) year after cessation of the former employee's official responsibility in connection with any:
 - a. Judicial or other proceeding, application, requests for a ruling, or other determination;
 - b. Contract;
 - c. Claim;
 - d. Charge or controversy, to knowingly act as a principal or an agent for anyone other than the State in matters, which was within the former employee's official responsibility, where the State is a party or has a direct substantial interest.
- C. Disqualification of Partners
 - 2. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
 - A. Judicial or other proceeding, application, request for a ruling, or other determination;
 - B. Contract;
 - C. Claim;
 - D. Charge or controversy, too knowingly as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.
 - 2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.
- C. Selling to State After Termination of Employment if Prohibited. It shall be a breach of ethical standards of any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500) to engage in selling or attempting to sell commodities or services to the State of one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contracting any employee for the purpose of obtaining, negotiating, or discussing changes in

specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

50.8 Term of the Contract

The contract period begins approximately July 2008 and terminates on June 30, 2009. By mutual agreement, the University and the contractor may elect to extend the contract for a maximum of seven years, in one or two-year increments or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the Contract be extended to a period greater than seven years from the day the contract is signed by the University.

The University shall notify the contractor at least ninety (90) days prior to the end of the contract period or extension thereof if the University intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof. In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the University without cause at the end of the current biennial period. However, the state may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period for which the contract is renewed.

Any services or products on contract accepted by the state must be paid for but does not obligate the university/state to continue the contract beyond the end of a biennial period.

50.9 Termination of Contract

The contract resulting from this request for proposal shall be subject to the following termination provisions. The University may terminate the contract:

- A. For default
- B. For convenience
- C. For unavailability of funds

50.9.1 Termination for Default

The University/State may terminate this contract in whole, or in part, when Arkansas State University determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the University, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".

In the event of termination for default, in full or in part as provided by this clause, the University may procure, upon such terms and in such manner as the University may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the University for any excess costs for such similar supplies or services. In addition, the contract shall be liable to the University for Administrative Costs incurred by the University in procuring such similar supplies or services.

In the event of termination for default, the contractor shall be paid for those deliverables, which the contract has delivered to the University. Payments for completed deliverables delivered to and approved

by the University shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the University shall be an amount determined by the University.

The rights and remedies of the University provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

50.9.2 Termination for Convenience

The University may terminate performance of work under the contract in whole or in part whenever the University shall reasonably determine that such termination is in the best interest of the University.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- At the contract price (s) for completed deliverables delivered to and accepted by the University;
- At a price mutually agreed by the contractor and the University for partially completed deliverables.

In the event that Federal and/or State funds for the contract become unavailable, the University shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the University.

50.10 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or subcontracts for materials or services;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Assign to the University in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the University shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- Transfer title to the University (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination;
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in

which the University has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

50.10.1 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The contractor and the University may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the University to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the University shall determine on the basis of information available, the amount, if any, due to the contractor by reason of termination and shall pay to the contractor the amount so determined.

The contractor shall have the right of appeal, as stated under Disputes, for any such determination made by the Contract Administrator.

50.11 Contractor

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the University. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the University.

50.12 Force Majeure

The contractor will not be liable for any excess cost to Arkansas State University if the failure to perform the contract arises out of causes beyond the control and without the fault of negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

50.13 Disputes

Any dispute concerning performance of the contract shall be decided by Arkansas State University - Jonesboro or the director of the Office of State Purchasing who shall reduce his/her decision to writing and serve a copy on the contractor. The Director or Arkansas State University's decision will be final subject to the contractor's right to administrative review pursuant to ACA, Section 19-11-246. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Directors or Arkansas State University's direction.

50.14 Confidentiality of Information

The contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

50.15 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of ACA, Sections 25-19-101 ET seq.

50.16 Inspection of Work Performed

The State of Arkansas, Arkansas State University - Jonesboro, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed.

The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

50.17 Subcontracts

The contractor is fully responsible for all work performed under the contract. The contractor may, with the consent of the University, enter into written subcontract(s) for performance of certain of its functions under the contract. The Contract Administrator prior to the effective date of any subcontract must approve subcontracts in writing.

No subcontract, which the contractor entered into with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

The contractor shall give the Contract Administrator immediate notice in writing by certified mail or any action or suit filed and prompt notice of any claim made against the contractor by a subcontractor or vendor which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

50.18 Indemnification

The contractor agrees to indemnify, defend, and save harmless the University, its officers, agents and employees from:

- Any claims or losses resulting from services rendered by a subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractor, its officers, employees, or subcontractors in the performance of the contract.
- Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

50.19 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

50.20 Employment Practices

The contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The contractor must take affirmative actions to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap.

Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensations, and
- Selection of training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will received consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above-mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

50.21 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under the law or equity, notwithstanding any such forbearance or indulgence.

50.22 State Property

The contractor shall be responsible of the proper custody and care of any State owned property furnished

for contractor's use in connection with the performance of this contract and the contractor will reimburse the State for its loss or damage, normal wear and tear expected.

50.23 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declarations or finding and shall be fully performed.

50.24 Attorney's Fees

In the event that either deems it necessary to legal action to enforce any provision of the contract, in the event the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

50.25 Environmental Protection

The contractor shall be in compliance with all applicable standards, orders, or requirements issued under Section 305 of the clear Air Act (42 USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The contractor shall report violations to both the State of Arkansas and to the U.S. EPA Administrator for Enforcement.

50.26 Liability

In the event of non-performance of contractual obligation by the contractor or his agents which result in the determination by Federal authorities on non-compliance with Federal regulations and standards, the contractor will be liable to the University in full for all penalties, sanctions and disallowance assessed against the University.

50.27 Records Retention

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

50.28 Access to Contractor's Records

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor, which are directly pertinent to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

SECTION 60 Standard Terms & Conditions

1. General. Any Special Terms and Conditions included in the Request for Proposals (RFP) override these Standard Terms and Conditions. The standard Terms and Conditions and any Special Terms and become part of the contract entered into if any or all parts of the proposal(s) are accepted by Arkansas State University hereafter called the University or ASU.

2. Acceptances and rejection. ASU reserves the right to accept or reject all or any part of a proposal(s) or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the University and the State of Arkansas. This RFP does not in any way commit ASU to contract for the commodities/services listed herein.
3. Proposal Submission. Proposals must be submitted to the ASU Procurement Office on this form with attachments, when appropriate, on or before the date and time specified for the proposal opening. If this form is not used, the proposal may be rejected. Each proposal submitted must be properly identified with a minimum of Proposal Number, Time and Date of Opening. The proposal should be typed or printed in ink. Late proposals will not be considered under any circumstances and will be returned to submitter, unopened.
4. Signature. Failure to sign the proposal will disqualify it. The person signing the proposal 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 which is (a) unique to a 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 re changed, the electronic signature is invalidated.
5. No Proposal. If not submitting a proposal, the interested party should respond by returning the front page of this form, making it a "No Response", and explaining the reason. Individual firms may be removed from the University's Vendor List by failure to respond three times in succession.
6. Prices. Bid pricing on the unit price to include FOB destination to ASU. In case of errors in extension, unit prices shall govern. Prices are firm, not subject to escalation unless otherwise specified in the RFP invitation opening date. "Discount from list" proposals are not acceptable unless requested in the RFP. Time or Cash discounts will not be considered. Quantity discounts should be included in the priced offered.
7. Quantities. The quantities stated on "firm" contracts are actual requirements on the University. The quantities state in "term" contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. ASU may order more or less than the estimated quantity on any "term" contract.
8. Brand Name References. Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the RFP is descriptive only, not restrictive and used to indicate the type and quality desired. Unless otherwise specified herein, bids on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. ASU reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and ASU may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this RFP invitation. If the bidder takes no exception to specifications or reference date in this bid, he will be required to furnish the product according to brand names, numbers, etc. as specified in this invitation.
9. Guaranty. All items bid shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly with

installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

10. Samples. Samples or demonstrators, when requested must be furnished free of expense to ASU. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of proposals. All demonstrators will be returned after reasonable examination. Samples should show vendor's name, address, proposal and item number.

11. Testing Procedures for Specifications Compliance. Tests may be performed on samples or demonstrators submitted with the bid or samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. Amendments. The proposal cannot be altered or amended after the proposal opening except as permitted by regulation.

13. Taxes and Trade Discounts. Do not include state or local sales taxes in the bid price unless specifically requested in the RFP. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

14. Award. Any contact, as the results of the RFP, shall be awarded with reasonable promptness by written notice to the successful vendor whose proposal meets the requirements and criteria set forth in the RFP. ASU reserves the right to award item(s) listed in this RFP "all or none", "individually" by "groups" or by any other method as deemed in the best interest of the University, as deemed by the ASU Procurement Official. In the event all proposals 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 any adjustment of the submitted pricing, including changes in the RFP requirements, with a vendor, in order to bring the proposal within the amount of available funds.

15. Term of Contract. The RFP will show the period of time the term contract will be in effect.

16. Delivery on Contracts. The RFP will show the number of days to place a commodity, equipment and/or service in ASU's designated location under normal conditions. If the Contractor cannot meet the state delivery, alternate delivery schedules may become a factor in an award. The ASU Procurement Office has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the item(s) elsewhere and any additional cost will be borne by the Contractor.

17. Delivery Requirements. No substitutions or cancellations are permitted without written approval of ASU. Delivery shall be made during work hours only, 8:00 am to 4:45 p.m., Monday - Friday excluding legal holiday, unless prior approval for other delivery has been obtained from ASU. Packing memoranda shall be enclosed with each shipment.

18. Default. All commodities, equipment or services furnished will be subject to inspection and acceptance of the University after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the ASU Procurement Office to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, in any, in cost and handling to the defaulting contractor. The contractor must give written notice to ASU of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the

bidders list or suspension of eligibility for award.

19. Variation in Quantity. ASU assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the purchase order/contract.

20. University/State Property. Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, 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 FOB point, properly identifying what is being returned.

21. Patents on Copyrights. The contractor agrees to indemnify and hold ASU/State of Arkansas harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. Invoicing. The contractor shall be paid upon the completion of all the following: (1) delivery and acceptance of the commodities or services; (2) submission of a properly itemized invoice, with the specified number of copies that reflect 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 University: Attn: Procurement Office, as shown on the original contract or purchase order.

23. Assignment. Any contract entered into pursuant to this RFP is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

24. Lack of Funds. The University may cancel this contract to the extent said funds are not longer legally available for expenditure. The University will return any delivered but unpaid for commodities in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, or, if the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim with the Arkansas Claims Commission.

25. Discrimination. In order to comply with the provision of Act 54 of 1977, relating to unfair employment practices, bidder agrees as follows: (a) bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, 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, disability or national origin; (c) bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part; (e) the bidder will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. Ethics. 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/State of Arkansas 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. Any violation of this ethics statement can result in the cancellation of any contract with the University/State. The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by

the bidder for the purpose of securing business.

27. Contract and Grant Disclosure and Certification. Any contract, or amendment to any contract, executed by the University, which exceed \$10,000, 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 the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and 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.

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

29. Arkansas Technology Access Clause. The Vendor expressly acknowledges that persons with visual impairments may not expend state funds 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. Accordingly, the Vendor represents and warrants to ASU that the technology provided to ASU 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, with 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.

30. Cancellation. Either party may cancel any contract or item award, for cause, by giving a thirty- (30) day written notice of intent to cancel. 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 expirations, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of fault or nonperformance. If a contract is canceled due to a request for increase in pricing, or failure to perform, that contractor will be removed from the bidder/vendor list for a period up to twenty-four (24) months. 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 or vendor invoices by the University.

31. Alteration of original IFB/RFP Document The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the ASU Procurement Office. This does not eliminate 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/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in a separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

32. Sovereign Immunity. Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas State University.

SECTION 70 PROCUREMENT

70.1 RULES OF PROCUREMENT

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

70.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request of proposals until the selection of the successful respondent. Respondents wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the anticipated procurement Timetable (Section 10.5).

70.3 Written Questions Concerning the Request for Proposals

Written questions must be submitted to the Issuing Officer. The closing date for receipt of questions will be June 3, 2008. All questions must be marked “Questions” and the proposal number indicated on the envelope or fax transmission. Each question should reference the paragraph number. The questions will be answered in written form and mailed or faxed to all organizations that received a copy of the Request for Proposal.

70.4 Requests for Proposals Amendments

The University reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda and clarifications will be sent to all organizations requesting copies of the request for proposals.

70.5 Cost of Preparing Proposals

Costs for preparing the proposals are solely the responsibility of the respondents. The State of Arkansas will provide no reimbursements for such costs. Any costs associated with any oral presentations to the University will be the responsibility of the respondent and may not be billed to the University.

70.6 Disposition of Proposals

All proposals become the public property of the State of Arkansas and will be a matter of public record subject to the provisions of Act 482 of 1979, as amended by Act 600 of 1981 and Acts 517 and 760 of 1983, Arkansas Purchasing Law. If the proposal includes material, which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record subject to the provisions of ACA, Sections 25-19-101 ET seq. The State of Arkansas shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

70.7 Proposal Amendments and Rules of Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University, signed by the respondent. Unless requested by the University, the University will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date.

70.8 Acceptance of Proposals

The State reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the State. Where the University may waive minor irregularities, such waiver shall in no way modify the request for proposal requirements or excuse the respondent from full compliance with the request for proposal specifications and other contract requirements if the respondent is awarded the contract.

70.9 Evaluation of Proposals

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. The University may reject any proposal that is incomplete. However the University may waive minor irregularities. The Director of Procurement Services completes this phase.

Arkansas State University will base the second phase on evaluation of the Technical/Business proposal by an impartial appointed committee. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals. The contract will be awarded to the

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¶

respondent whose proposal receives the highest cumulative point total and meets all required aspects of the proposal.

The third phase will be the opening of the cost proposal by the Director of Procurement Services, and reviewed by the evaluation committee appointed by Arkansas State University.

70.10 Award Notice

The notice of intended contract award will be sent to all respondents, by certified mail, return receipt requested.

70.11 Protest of Award

Within fourteen (14) days after the date that the proposer knew or should have known of the cause giving rise to protest, the prospective offeror must file a formal written notice of that protest with the Vice President of Finance and Administration. Failure to do so shall constitute a waiver of any rights to administrative decision under ACA Section 19-11-244.

Further details on protesting awards may be obtained by contacting the issuing Officer.

RFP#180

POINT-OF-SALE SYSTEM
OFFICIAL PRICING SHEET

Software _____

Hardware _____

Installation _____

Training _____

Maintenance (price per month) _____

Additional Costs _____

Vendor Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____ Email: _____

Signature of Authorized Official: _____

NOTE:

Arkansas State University will not be obligated to pay any cost not identified on the Official Bid Price Sheet.

Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation of the equipment will be borne by the bidder.

MEMORANDUM

TO: Prospective Bidders

FROM: Carol Barnhill, Director of Purchasing

SUBJECT: **CONTRACT AND GRANT DISCLOSURE AND
CERTIFICATION FORM**

Due to Arkansas Governor Mike Huckabee's Executive Order #98-04, the following two pages of Disclosure Forms must be filled out and returned with your bid. Failure to do so could result in disqualification of your bid.

If none of the information applies to your business simply fill out the top part of page 1, check the box at the bottom left of the page (next to none of the above applies) and sign and date on page 2. If the information does apply to your firm, fill out in detail as requested on the form.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

MINORITY BUSINESS POLICY: It is the policy of the State of Arkansas and this University that Minority Business enterprises shall have the maximum opportunity to participate in the State Procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the circumstances preventing minority exclusion.

MINORITY PURCHASING REPORTING: The Minority Business Economic Development Act (A.C.A. 15-4-311 through 15-4-319) at 15-4-315(5) defines a "Minority" as "a black citizen or black lawful permanent resident of the State of Arkansas, black African American, Hispanic American, American Indian, or Asian and Pacific Islander." For purchasing records and informational purposes only, pursuant to 15-4-318 (State Agency Reports) please designate below if you, as an individual, or as a company 51% (minority owned) qualify as being a minority business.

Yes _____

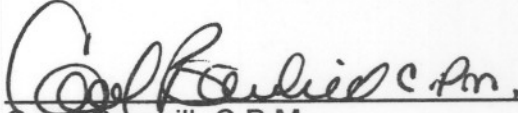
No _____

ARKANSAS STATE UNIVERSITY
Procurement Services Department
P.O. Box 1860
State University, AR 72467
Tel: (870) 972-2028
Fax: (870) 972-3834

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

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

This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified. If you have any questions, please contact the Procurement Services Department. Thank you.



 Carol Barnhill, C.P.M.
 Director of Procurement Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:

Please check the appropriate statement below:

_____ We have certified on-line that we do not employ or contract with any illegal immigrants.
 Date on-line certification completed: _____

_____ We have NOT certified on-line at this time, and we understand that no contract can awarded to our firm until we have done so.
 Reason for non-certification: _____

Name of Company	
Mailing Address	
City, State & Zip	
Signature	
Name & Title (printed or typed)	
Date	

ATTENTION BIDDERS:

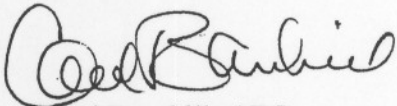
Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding on a Request for Quotation, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating the bidder does not have such an EO Policy will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a mandatory requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 972-2028.

Sincerely,



Carol Barnhill, APO
Arkansas State University
Director of Procurement Services

To be completed by business or person submitting response:

_____ **EO Policy Attached**

_____ **EO Policy is not available from business or person**

(Company)

(Address)

(Name)

(Title)

(Signature)