



SOUTHERN ARKANSAS UNIVERSITY TECH

PURCHASING OFFICE
P.O. BOX 3499
Camden, Arkansas 71701

REQUEST FOR PROPOSAL SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SAUT/25-26/02	Solicitation Issued:	September 29, 2025
Description:	Metrology Training Lab Package		
Agency:	Southern Arkansas University Tech		

RESPONSE DUE DATE			
Proposal Response Due Date:	October 30, 2025	Time:	1:00 p.m., Central Time
Proposal submissions for this Request for Proposals must be delivered to SAU Tech on or before the submission deadline. Proposals received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and RFP Opening Location	SAU Tech Keisha Robinson Manning Hall, Room 110 6251 Hussey Road Camden, Arkansas 71701 Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Emailed and faxed response documents are not allowed.
Proposal's Outer Packaging	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Department Buyer:	Keisha Robinson	Buyer's Direct Phone Number:	870-574-4515
Email Address:	krobinso@sautech.edu	Department Main Number:	870-574-4515
Department Website:	https://www.sautech.edu/rocket-success-center/invitation-to-bid		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Request for Proposal (RFP) is issued by the Southern Arkansas University Tech Workforce Department to solicit pricing and establish a contract for a Metrology Training Lab Package, which will include Mitutoyo metrology lab equipment. The training lab can accommodate up to ten (10) students per class. This lab will be updated and modernized by Spring or Summer of 2026, at which point the equipment can be delivered and installed in the Manufacturing Building's Machining/CNC Machine Programming Classroom Lab on SAU Tech's campus.

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

1.2 OBJECTIVE AND GOALS

The Workforce Department seeks to develop a metrology training lab to meet employer demands. This training lab will be designed to engage students, incumbent workers, and other learners to meet current demands while simultaneously developing a future pipeline of qualified and skilled workers by engaging K-12 school students, CTE centers, adult centers, and other adult learners in the region.

1.3 BACKGROUND AND CURRENT ENVIRONMENT

This specialized training lab does not currently exist at SAU Tech; therefore, we cannot provide the customized training partners need to upskill or reskill workers. A metrology training lab will create employer-driven pathways to close the employability skill gaps, and learners will be workforce-ready. Learners will receive up-to-date training and will be ready to compete in a 21st-century workforce economy. Consequently, this will increase retention and completion and improve efficiency, productivity, and output for employers. Additionally, SAU Tech will be able to provide skilled and specialized workforce training built on employer demands.

1.4 TYPE OF CONTRACT

- A. As a result of this RFP, SAU Tech intends to award a contract to [a single Contractor](#).
- B. The anticipated starting date for any resulting contract is May 2026, except that the actual contract start date may be adjusted unilaterally by SAU Tech for up to six (6) calendar months. By submitting a signed proposal in response to the RFP, the Prospective Contractor represents and warrants that it will honor its proposal as being held open [as irrevocable for this period](#).
- C. The initial term of a resulting contract will be for [one \(1\)](#) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed for up to [six \(6\)](#) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meanings herein.
- B. "Prospective Contractor" means a responsible offeror who submits a proposal in response to this Solicitation.
- C. The terms "Request for Proposal," "RFP," and "Solicitation" are used synonymously in this document.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Responsive Proposal" means a proposal submitted in response to this Solicitation that conforms in all material respects to this RFP.
- F. "Shall" and "must" mean the imperative and are used to identify Requirements.

- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.
- I. "SAU Tech" stands for Southern Arkansas University Tech

1.6 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

TABLE A: TENTATIVE SOLICITATION SCHEDULE

ACTIVITY	DATE
RFP Release to Prospective Contractors	Monday, September 29, 2025
Deadline for Prospective Contractor Questions	Friday, October 24, 2025, 12 p.m. CST
Answers to Questions Posted to: https://www.sautech.edu/rocket-success-center/invitation-to-bid	Monday, October 27, 2025
Proposal Due Date	Thursday, October 30, 2025, 1 p.m. CST
Post Anticipation to Award*	Thursday, November 6, 2025
Award Contract*	Thursday, November 20, 2025

1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions requesting clarification of information contained in this Solicitation via **email to the Buyer on page one (1) of the RFP and to dmason@sautech.edu** by the date and time listed in Table A.
 - 1. For each question submitted, the Prospective Contractor should reference the specific Solicitation item number to which the question refers.
 - 2. Prospective Contractors' written questions will be consolidated and responded to by the State as deemed appropriate. The State's consolidated written response is anticipated to be [posted to the Solicitation posting at https://www.sautech.edu/rocket-success-center/invitation-to-bid](https://www.sautech.edu/rocket-success-center/invitation-to-bid) by the close of business on the date provided Table A. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, Responsive Proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.
- E. Only an addendum written and authorized by the State will modify the Solicitation.

1.8 RESPONSE DOCUMENTS

A. Original *Technical Proposal Packet*

1. Prospective Contractors **shall** utilize the *Technical Proposal Packet* to submit their responses.
2. The following items are proposal submission requirements and **must** be submitted as a **hardcopy** part of a Prospective Contractor's proposal response.
 - a. Original signed *Proposal Signature Page*. Signature may be ink or digital.
 - b. One original hardcopy of the Technical Proposal response to the *Information for Evaluation* section included in the *Technical Proposal Packet*, which **must** be in the English language.
 - c. One original hardcopy of the completed *Official Solicitation Price Sheet*.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** submit unit price on the estimated quantity and unit of measure specified.
 - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the submitted price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the proposal opening time.
 - iv. Prices **must** be firm offers and **adjustments may be negotiated at the time of contract renewal/annually/quarterly** or **shall not be subject to escalation**.
 - v. Discount from list pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State or local sales taxes should not be included in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the Pricing Response
 - d. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
 - e. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*.
 - ii. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's proposal:
 - a. *EO 98-04: Contract and Grant Disclosure Form*.
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable.
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional copies

1. In addition to the original *Technical Proposal Packet*, the following items should be submitted:
 - a. **Five (5)** complete hardcopies (marked "COPY") of the *Technical Proposal Packet*.
 - b. **Four (4)** electronic copies of the *Technical Proposal Packet*.
 - c. One (1) electronic copy of the *Official Solicitation Price Sheet*.

- d. One (1) redacted (marked "REDACTED") copy of the original *Technical Proposal Packet* if applicable (see *Proprietary Information*).
- 2. Electronic copies should be submitted on flash drives and in PDF format.
- 3. All additional hardcopies and electronic copies **must** be identical to the original hardcopy.
 - a. In case of a discrepancy, the original hardcopy governs.
- 4. If the Department requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.
- C. Prospective Contractors should not alter language in Solicitation document(s) or *Official Proposal Price Sheet* provided by the State.
- D. Prospective Contractor's proposals cannot be altered or amended after the proposal opening except as permitted by law or rule.
- E. Prospective Contractors may submit multiple proposals.

SECTION 2 – REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

The prospective contractor will provide equipment/supplies for a comprehensive metrology training lab package by meeting the following minimum qualifications:

- A. The Prospective Contractor **shall** have at least three (3) years of experience providing and installing Mitutoyo equipment and delivering comprehensive training that meets or exceeds industry standards.
- B. Must have experience providing comprehensive implementation of a metrology lab.
- C. The Prospective Contractor **shall** provide professional, accredited calibration.

2.2 GENERAL REQUIREMENTS

The contractor will work with internal and external stakeholders, including faculty, staff, project managers, contractors, engineers, administrators, and SAU Tech's architect, to help implement a metrology training lab that can accommodate up to ten (10) students per class. The lab will be functional, efficient, and safe so that the workforce center can train students, incumbent workers, and other learners. The Metrology Training Lab Package items will be located in the Manufacturing Building's Machining/CNC Machine Programming Classroom Lab, on SAU Tech's Campus. The package must be delivered and installed within 30 days of the lab being updated and modernized by Spring or Summer 2026.

EQUIPMENT SPECIFICATIONS:

Recommend Mitutoyo metrology lab equipment and items for a metrology lab training package designed for classes with up to ten (10) students in each class. Include the name, description, and any applicable amperage requirements for each item:

Coordinate Measuring Machines (CMMs)

Calibrated hand tools: micrometers, calipers, height gauges, bore gauges

Granit Plate

Surface Plate

Storage cabinet

O2 Sensor Testing

Multimeter Testing Certification Tools

Vibration Testing Equipment

Merging Tools for Conductive Testing

Grounding Reels for use and testing

Humidity and Room temp testing equipment

Thread gauges

Profilometers

Hardness testers

Optical comparators

Software

Desktop/Computer Equipment

3D scanners

- A. The Computer & Operating System must be a modern 64-bit operating system (like Windows 10 or 11) is necessary, along with a powerful CPU (e.g., Intel Core i9/Xeon) and substantial RAM (64GB or more) for software operation.
- B. The Graphics Card must be certified, CUDA-compatible graphics card with sufficient VRAM (e.g., 6GB) is required for demanding software functions.

- C. The Storage must be an NVMe SSD with significant capacity (1TB or more) is recommended for storing user profiles and project data.

In addition, the vendor must provide the following:

SPACE PLANNING:

Help in designing the optimal layout for lab space located at in the Manufacturing Building for classes with up to ten (10) students. **The lab layout is attached in Exhibit 1.** The design must maximize functionality for both training and practical application. Please provide the following information:

1. Must provide the suggested location of each piece of equipment (new or existing) within the lab(s).
2. Must provide the name/description of each piece of equipment in all the labs.
3. Must provide the electrical requirements of each piece of equipment.
4. Must provide the voltage and amperage of each piece of equipment.
5. Must provide a footprint and electrical requirement on the CMM, as well as any other inspection equipment power requirements.
6. Must provide dimensions/footprint on the inspection table/surface plate in the CMM inspection lab.

INSTALLATION

- A. Complete delivery and installation of all specified equipment at our facility.
- B. Calibration: On-site, accredited calibration for all equipment to be performed post-installation.
- C. Software integration: Provide and install compatible software for data acquisition, analysis, and training purposes. Must state what metrology software would work best with the equipment, and if there are annual or bi-annual updates.

SYSTEM WARRANTY AND SERVICE STANDARDS AND REQUIREMENTS

- A. The metrology lab package **must** include, at a minimum, a one-year warranty.
- B. The warranty **must** cover defects in material and workmanship and **must** cover all costs associated with the following:
 1. Labor
 2. Parts
 3. Transportation Costs
 4. Travel time and expense
 5. Other costs associated with such repair, replacement, and/or service
 6. All equipment included with the initial purchase of Metrology Training Lab Package.
- C. The Contractor **shall** provide an annual preventative maintenance plan starting at the end of the manufacturer's warranty period.
- D. The Metrology Lab Package **must** include one (1) set of service manuals, parts list, and operating manuals to be included with the delivery.
- E. The Contractor **shall** assist with troubleshooting on-site within seven (7) business days after notification by the SAU Tech, providing the item(s) cannot be fixed over the phone with a technician.
- F. The Contractor **shall** pick up the damaged parts or equipment at the Contractor's expense and replace them with equipment that meets or exceeds the prior assembled equipment.

G. Should the replacement equipment's performance remain unacceptable to the agency, the agency may request a full return of the purchase price (including taxes and shipping).

H. The Metrology Lab Package items **must not** be near the end of life, and the Contractor **shall** guarantee to provide any of the manufacturer replacement parts, labor, and consumables for a period of not less than five (5) years.

APPLICATION TRAINING AND INTEGRATION/UTILIZATION

A. The Contractor **shall** provide at a minimum of five (5) days of on-site training. Training **must** include, but is not limited to, the following:

1. System Operations
2. Maintenance, including but not limited to, preventative maintenance that can be performed by analysts in the laboratory
3. Troubleshooting
4. Software
5. Data processing, including integration assistance
6. Support Services

2.3 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. SAU Tech may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. [Table B: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS

Criteria	Standard	Damages
<i>Implementation</i>	<i>Completes all implementation activities by 30 calendar days.</i>	<p>\$300 will be charged for each calendar day after the implementation date set by SAU Tech and the contractor if the contractor fails to complete all implementation activities.</p> <p><i>Contractor will credit damages applied to the first submitted monthly invoice.</i></p>

SECTION 3 – SELECTION

3.1 SELECTION PROCESS

- A. SAU Tech will review each *Technical Proposal Packet* to verify that submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. A Department-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on the Prospective Contractor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee (Evaluators) will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the scoring description in *Table C: Scoring Table*.

TABLE C: SCORING TABLE

QUALITY RATING	QUALITY OF RESPONSE	DESCRIPTION	CONFIDENCE IN PROPOSED APPROACH
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability, or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor, or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluators will meet to discuss their individual ratings. At this consensus meeting, each Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criterion.
3. After Evaluators have had an opportunity to discuss their individual scores with the committee, the Evaluators will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the Evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score and rank for each proposal.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Department.

3.2 TECHNICAL PROPOSAL SCORE

A. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Points Possible.
2. The Department has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications and Experience	10	30%	210
E.2 Project Understanding and Approach	10	50%	350
E.3 Sustainability/Maintenance/Warranty/Software	10	20%	140
Total Technical Score		100%	700

*Subsection's Percentage Weight x Total Technical Maximum Weighted Score = Maximum Weighted Score Possible for the subsection.

B. The proposal's weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
B = Maximum Raw Points possible for subsection
C = Maximum Weighted Score possible for subsection
D = Weighted Score received for subsection

C. The proposal's weighted scores for subsections will be added to determine the Total Technical Score for the proposal.

3.3 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest **XXXX year grand total** as shown in **Table One (1)** on the completed *Official Solicitation Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The State reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the Solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the Solicitation). When it is determined by the State that pricing is potentially unrealistic or unreasonable, the State may request an offeror to clarify elements of pricing, and the offeror may be removed from further consideration at the sole discretion of the State.
- C. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B)*C = D$$

A = Lowest Estimated Cost
B = Second (third, fourth, etc.) Lowest Estimated Cost
C = Maximum Points for Lowest Estimated Cost
D = Total price points received

3.4 GRAND TOTAL SCORE

- A. The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal.
- B. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor.

- C. The State may move forward to Discussions with those responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

	MAXIMUM POINTS POSSIBLE
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.5 DISCUSSIONS

- A. Arkansas Procurement Law allows for Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award.
- B. The Department reserves the discretion and the right to engage in Discussions to the fullest extent permitted under Arkansas Code Annotate § 19-61-506 and Office of State Procurement rules.
- C. After initial evaluation, SAU Tech may elect to request a best and final offer (BAFO) from a competitive range of responsible Prospective Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
1. Cost will be considered as a consideration in establishing this range.

3.6 ANTICIPATION TO AWARD

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

3.7 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

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

SECTION 4 – SOLICITATION TERMS AND CONDITIONS

4.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19 CAR § 1-401).
1. Proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submission of a proposal, the Prospective Contractor represents and warrants:

1. That the prices in the proposal have been arrived at independently, without any collusion with any other competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's office for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Prospective Contractor should not discuss the Solicitation or proposal response, issue statements or comments, or provide interviews to public media during the Solicitation and award process.
- E. Qualifications and services **must** meet or exceed the required Specifications as set forth in the Solicitation.
- F. The State will not pay costs incurred in the preparation of a proposal.

4.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register by emailing krobins@sautech to complete the new vendor forms.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct.
 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of SAU Tech.
 3. SAU Tech will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- E. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
 1. Remain property of the State.
 2. Be kept confidential as permitted or required by law.

3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.
 - a. The Contractor **shall** properly identify items being returned.
- F. The Contractor **shall** invoice the SAU Tech as required by the Department and should not invoice the SAU Tech in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. **SAU Tech's** purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied SAU Tech as to the reliability and effectiveness of the goods or services purchased as a whole.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- H. This RFP incorporates all terms of the [Services Contract \(SRV-1\) Fillable Form \(found here\)](#) or [Standard Commodities Contract Template \(found here\)](#).
1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.
- J. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

4.3 GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES

- A. By submitting a proposal, the Prospective Contractor implicitly represents and warrants that the goods it sells to SAU Tech under a resulting contract **must** be merchantable.
- B. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
1. Proposals on brands of like nature and quality will be considered.
 2. 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.
 - a. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.
 - b. Prospective Contractors not bidding or proposing an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

4.4 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
- F. The proposed commodities, services, or both **must** comply with the State's shared Technical Architecture Program, which is a set of policies and standards that can be found [here](#). Only those standards that are fully promulgated or have been approved by the Governor's Office apply to the solution.

4.5 DELIVERY: FOB DESTINATION

Southern Arkansas University Tech
Central Receiving Dock
6415 Spellman Road
Camden, AR 71701

- A. The Contractor **shall** take all reasonable measures to ensure that commodities purchased **must** be delivered within **thirty (30) days** of the SAU Tech's issuance of the relevant purchase order unless otherwise agreed upon in writing.
 - 1. The Contractor **shall** give SAU Tech immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. **The Contractor** will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
 - 2. If a delivery date specified in this RFP cannot be met, the Prospective Contractor **must** state the alternate number of days required to place the commodities in the ordering Department's designated location.
 - 3. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during normal SAU Tech work hours, Monday-Thursday from 8:00 am to 3:30 pm.
- C. The Contractor **shall** pay all transportation and handling charges, unless otherwise agreed upon in writing by the Contractor and Department.
- D. The Contractor **shall** bear responsibility for loss or damage that occurs during shipping, prior to the order being received by the Department.
 - 1. Risk of loss of the order will pass to SAU Tech upon Contractor's delivery of the order conforming to the resulting pursuant to a purchase order.
 - 2. All orders should be properly packaged to prevent damage during shipping.
- E. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the Department's purchase order.
- F. Unless otherwise agreed upon in writing by the Contractor and SAU Tech, payment will be made within thirty (30) days of the date of the Contractor's delivery of product(s) conforming to the resulting contract and receipt of the Contractor's invoice, whichever is later.

4.6 INSPECTION AND ACCEPTANCE

- A. SAU Tech may inspect any commodities delivered, tendered, or identified to SAU Tech as being procured under a resulting contract to determine whether they conform to the contract.
 - 1. SAU Tech's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.

2. If the commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
3. If any of the commodities are found to be non-conforming, SAU Tech:
 - a. May elect to recover expenses of inspection, if any, from the Contractor, and the Contractor **shall** bear the cost
 - b. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor's fraud or concealment of defects.
- B. SAU Tech has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

4.7 PROPRIETARY INFORMATION

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