



# Procurement Services

University of Arkansas at Little Rock

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## REQUEST FOR PROPOSAL (RFP)

### SOLICITATION INFORMATION

<b>Solicitation Number:</b>	<b>FB-24-030</b>	<b>Solicitation Issued:</b>	<b>3/15/2024</b>
<b>Description:</b>	<b>University Village Apartment Painting and Carpet Replacement</b>		

### SUBMISSION DEADLINE FOR RESPONSE

<b>Bid Opening Date:</b>	<b>3/25/2024</b>	<b>Bid Opening Time:</b>	<b>11:00, AM CST</b>
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Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. **Bid submissions received after the designated bid opening date and time may be rejected as untimely.** Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."

### DELIVERY OF RESPONSE DOCUMENTS

<b>Delivery Address:</b>	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204  Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.
<b>Bid's Outer Packaging:</b>	Seal the outer packaging and mark it with the following information. <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective supplier's name and return address</li></ul> <b>Improperly marked packages may be opened for identification purposes.</b>

### UA LITTLE ROCK PROCUREMENT SERVICES CONTACT

<b>Buyer:</b>	Noel Johnson	<b>Buyer Email:</b>	njohnson1@ualr.edu
<b>Main Email:</b>	<a href="mailto:procurement@ualr.edu">procurement@ualr.edu</a>	<b>Main Phone:</b>	<b>501-916-3144</b>
<b>Website:</b>	<a href="https://ualr.edu/procurement/bids/">https://ualr.edu/procurement/bids/</a>		

## Table of Contents

<b>Section 1 - General Instructions and Information</b> .....	<b>4</b>
1.1. Introduction.....	4
1.2. Current Environment.....	4
1.3. About UA Little Rock.....	4
1.4. Type of Contract.....	4
1.5. Schedule of Events.....	4
1.6. Live Proposal Opening.....	5
1.7. University Contract Administrator.....	5
1.8. Clarification of RFP Solicitation.....	5
1.9. Definition of Terms.....	6
1.10. Delivery and Shipping.....	6
1.11. Response Documents.....	7
1.12. UA Little Rock Solicitation Terms and Conditions.....	7
1.13. UA System Procurement Terms and Conditions.....	8
<b>Section 2 - Requirements &amp; Specifications</b> .....	<b>9</b>
2.1. Carpet Replacement.....	9
2.2. Apartment Painting.....	10
2.3. Requirements for Any Resultant Contract.....	10
<b>Section 3 - Selection</b> .....	<b>11</b>
3.1 Doing Business with UA Little Rock.....	11
3.2 Piggyback Clause.....	11
3.3 Minority Business Policy.....	11
3.4 Equal Employment Opportunity Policy.....	11
3.5 Prohibition Of Employment Of Illegal Immigrants.....	12
3.6 Restriction Of Boycott Of Israel.....	12
3.7 Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries.....	12
3.8 Restriction Of Contracts with Scrutinized Companies.....	12
3.9 Payment and Provisions.....	12

## Section 1 - General Instructions and Information

*Do not respond to items in this section unless specifically and expressly required*

### 1.1. Introduction

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified and experienced suppliers to provide **turnover painting and carpet replacement for 36 4-bedroom apartments spread across three buildings** inside UA Little Rock's apartment complex: University Village.

**Note:** Supplier(s) may submit proposals for, (1) full turnover painting (2) carpet replacement or (3) all services being requested through this solicitation.

### 1.2. Current Environment

University Village is a 420-bed residence complex for sophomores, juniors, seniors, and graduate students. It features two- and four-bedroom apartment-style suites with private baths.

The painting square footage per apartment is approximately 1,058 sq ft. Carpet square footage per apartment is 948 sq ft each

### 1.3. About UA Little Rock

UA Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see [ualr.edu/about/](http://ualr.edu/about/).

### 1.4. Type of Contract

- A. As a result of this IFB, UA Little Rock intends to issue a purchase order to multiple suppliers.
- B. This is for a firm contract purchase.
- C. The anticipated starting date for any resulting contract is **May 21, 2024**. However, the university may adjust the contract start date for up to three calendar months.
- D. Pursuant to Arkansas Code Annotated § 19-11-249, any campus, unit or division of the university of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.
- E. By submitting a signed proposal in response to this solicitation, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period.

### 1.5. Schedule of Events

For informational purposes, UA Little Rock is providing a Solicitation Schedule of Events; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the university.

Event Description	Date & Time
Release of solicitation	<b>March 15, 2024</b>
Questions from Bidders due	<b>March 19, 2024</b>

UNIVERSITY OF ARKANSAS AT LITTLE ROCK  
REQUEST FOR PROPOSAL

BID NO: FB-24-004

Page 4 of 13

Answers to questions posted*	<b>March 21, 2024</b>
Proposal Due Date	<b>March 25, 2024 @ 11:00 AM CST</b>
Post Intent to Award*	<b>March 25, 2024</b>
Legislative Review*	<b>April 2024</b>
Award Commences*	<b>May 21, 2024</b>

*Table A*

**1.6. Live Proposal Opening**

Use the information below to view the proposal opening online.

Zoom Registration Link:

<https://ualr-edu.zoom.us/meeting/register/tZcodeuvqD4jGdlgdhT5NGqHFJ66a4V-YTwL>

Meeting ID: 835 2276 5936

Passcode: 797686

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

**1.7. University Contract Administrator**

- A. Richard Harper, Dean of Students, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of any resultant contract(s).
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other university personnel to assist with the administration of the contract.

**1.8. Clarification of RFP Solicitation**

- A. Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.
  - a. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
  - b. If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- B. The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.
- C. Prospective suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.

- E. Only an addendum written and authorized by the university will modify the solicitation.
- F. An addendum posted within three (3) calendar days prior to the proposal opening may extend the proposal opening and may or may not include changes to the solicitation.

### 1.9. Definition of Terms

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- A. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- B. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this solicitation.
- C. "Shall" and "Must" mean the imperative and are used to identify requirements.
- D. "Requirement" signifies a requirement of the proposal and that the supplier's agreement to and compliance with that item is mandatory.
- E. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- F. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- G. The terms "Request for Proposal," "RFP," "Bid," and "Solicitation" are used synonymously in this document.
- H. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- I. "Redacted" means the retroactive editing, censoring, or obscuring of parts of a document to remove confidential or otherwise sensitive material.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- K. "State Holiday" means the following days during the year when State Offices are closed:
  - a. Christmas Day
  - b. Christmas Eve
  - c. Dr. Martin Luther King Jr.'s Birthday
  - d. Independence Day
  - e. Labor Day
  - f. New Year's Day
  - g. Thanksgiving Day
  - h. Veteran's Day
  - i. George Washington's Birthday and Daisy Gatson Bates Day
  - j. Memorial Day
- L. Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.
  - a. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays.
  - b. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.
- M. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Central Time.
- N. "State" means the State of Arkansas.
- O. "Standard Terms and Conditions" means the UA System Procurement Terms and Conditions.
- P. "Solicitation Terms and Conditions" refers to The University of Arkansas at Little Rock's solicitation terms and conditions located on the UA Little Rock Procurement Services website:

<https://ualr.edu/procurement/bids/>.

**1.10. Delivery and Shipping**

- A. The university requests completion of services within **60** calendar days after the submission of an order. If this delivery schedule cannot be met, the supplier must state the number of days required to place the commodity in the designated location.
- B. Failure to communicate the delivery time obligates the bidder to complete the delivery by the requested date.
- C. The supplier shall give the university immediate notice of any anticipated delays or delays caused by force majeure. See our Standard Terms and Conditions for the force majeure clause. Extended delivery dates may be considered when in the university's best interest.
- D. All deliveries must be made during normal state work hours, within the agreed-upon number of days unless otherwise arranged and coordinated with the university, and delivered F.O.B. Destination to:
  - University of Arkansas at Little Rock
  - ATTN: Creston Emory, Associate Director of Residential Facilities
  - 2801 S. University Ave
  - Little Rock, AR 72204
- E. Loss or damage that occurs during shipping or at any point before the university receives the order is the supplier's responsibility. All orders should be properly packaged to prevent damage during shipping. Damage to goods that is not apparent prior to acceptance will be inspected and reported to the supplier within thirty (30) days of receipt.

**1.11. Response Documents**

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information. Responses should be formatted no larger than 8.5" x 11", fully recyclable (i.e., no plastic covers, plastic tabs, etc.), and bound with glue, staples, or thread (i.e., perfect bound, saddle stitching, etc.). Metal or plastic coil binding is not allowed. Responses must be submitted in the English language.

**A. Bid Response Packet**

The following are submission requirements and should be submitted in the original bid response packet.

- a. Original signed Bid Signature Page (see Bid Response Packet)
  - i. An official authorized to bind the prospective supplier(s) to a resultant contract should sign the Bid Signature Page included in the Bid Response Packet.
  - ii. The prospective supplier's signature signifies agreement to and compliance with all requirements in this IFB. Any exception that conflicts with Terms and Conditions or a requirement of this solicitation will cause the prospective supplier's bid to be rejected.
- b. **One (1)** original hard copy of the Official Bid Price Sheet. Pricing should be proposed in US dollars and cents.
- c. Prospective Supplier's Equal Opportunity Policy, if available
- d. Proposed Subcontractors Form, if applicable
- e. **One (1)** flash drive with the following documents in PDF format.
  - i. Bid Signature Page
  - ii. Official Bid Price Sheet
  - iii. Prospective Supplier's Equal Opportunity Policy
  - iv. Proposed Subcontractors Form

**B. Additional Copies of the Bid Response Packet**

In addition to the original Bid Response Packet and the Official Bid Price Sheet, the following items should be submitted:

- a. **One (1)** redacted (marked "REDACTED") electronic copy of the original Bid Response Packet, on the flash drive. (See Proprietary Information.)

**1.12. UA Little Rock Solicitation Terms and Conditions**

- A. This solicitation incorporates all of the UA Little Rock Solicitation Terms and Conditions located on the UA Little Rock Procurement Services website here: <https://ualr.edu/procurement/bids/>.
  - a. Any special terms and conditions included in this solicitation shall override the UA Little Rock Solicitation Terms and Conditions.

**1.13. UA System Procurement Terms and Conditions**

- A. Any purchase or contract as a result of this solicitation incorporates all the UA System Procurement Terms and Conditions as posted here: <https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
  - a. Any special terms and conditions included in this solicitation shall override the UA System Procurement Terms and Conditions.

## Section 2 - Requirements & Specifications

*Do not respond to items in this section unless specifically and expressly required.*

### 2.1. Carpet Replacement

The supplier shall be fully qualified to perform the specified service in a professional manner. The supplier must have at least three (3) years of experience just prior to this solicitation, providing services of similar scope and extent as the ones detailed here. Supplier's experience must have been as a primary contractor.

Labor and Workmanship must be warranted for a period of two (2) years.

#### A. Scope of Work

- a. Removal
  - i. Move all furniture prior to carpet replacement.
  - ii. Remove and dispose of existing carpet and pad
  - iii. All existing carpet and existing carpet waste is to be recycled in the best possible manner, avoiding up to the extent practical, landfill disposition. Acceptable recycling/reclaiming methods include but are not limited to: recycling, repurposing, down cycling and upcycling. The supplier must include with its offer a Reclamation/Recycling Plan clearly stating how carpet and carpet waste is to be ultimately disposed. All carpet removal prices quoted (Group B) must be inclusive of the cost associated to dispose, recycle and/or reclaim.
- b. Preparation
  - i. Sub-flooring shall be clean and free of defects. Upon removal of existing carpet, the supplier shall completely clean sub-flooring ensuring it is clean and free of defects, removing all coatings and adhesives.
  - ii. Any defects found after the existing carpet is removed shall be repaired before installation of a new pad and carpet. The contract administrator must provide written approval before repairs.
  - iii. Upon completing of the floor prep work and just before installation of new carpet, sweep and vacuum the sub floor.
- c. Installation
  - i. Install new pad and carpet per manufacturer's written instructions.
  - ii. Carpet shall be free of wrinkles, peaks, overlap, gaps, and be trimmed neatly at all walls, columns and around all protrusions/interruptions.
  - iii. Install rubber transition strips at conditions where carpet transitions to other types of flooring.
- d. Cleaning
  - i. Supplier shall vacuum the newly install carpet, carefully inspect and clean/remove any stains. Remove any and all carpet adhesive from any surface not to receive carpet.
  - ii. Supplier shall repair any damages to surfaces as a result of the removal of the carpet adhesive.
  - iii. Move furniture back to original locations after final cleaning of carpet.

#### B. Carpet and Pad Specifications

- a. Pile Height (in.) : .132 in
- b. Pile Height Type (in.): .132 in
- c. Carpet construction: Level loop
- d. Carpet Fiber: solution dyed nylon
- e. Pad Material: Rebond
- f. Pad Height (in.): 3/8



- g. Pad Density (lb): 5 1/2

## 2.2. Apartment Painting

The supplier shall be fully qualified to perform the specified service in a professional manner. The supplier must have at least three (3) years of experience just prior to this solicitation, providing services of similar scope and extent as the ones detailed here. Supplier's experience must have been as a primary contractor.

### A. Scope of Work

- a. Preparation
  - i. Move any existing furniture.
  - ii. Remove nails and fill holes, and fill small nicks and dings in walls, trim, and doors as needed.
  - iii. Remove and tape off all wall outlets and light coverings.
  - iv. Scuff sand trim for better adhesion of new paint as needed.
  - v. Cover and protect surfaces not being painted using paper or plastic drop cloths.
  - vi. Caulk door frames as needed.
- b. Areas to be Painted
  - i. Walls in bedrooms, living rooms, hallways, bathrooms, and kitchens, ceilings, closets (excluding shelving), baseboards, window sills, doors, and door frames.
- c. Paint Product
  - i. Walls: Sherwin Williams Semi-Gloss Kilim Beige SW 6106
  - ii. Doors, Frames, Trim Work: Semi-Gloss Pacer White SW 6098
  - iii. Ceilings: Flat Kilim Beige SW 6106

## 2.3. Requirements for Any Resultant Contract

### A. Insurance Requirements

- a. The supplier shall maintain liability insurance and shall file certificates of insurance with the university before contract commencement and every year thereafter.
- b. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
- c. Failure to file certificates or acceptance by the university, which does not indicate the specified coverage, shall in no way relieve the supplier of their responsibility for maintaining adequate insurance.

### B. Personnel Requirements

- a. The supplier(s) shall comply with all applicable governmental regulations related to the employment, compensation, and payment of personnel and shall abide by all rules and regulations concerning the employment of minors.
- b. The supplier(s) and all employees of the supplier(s) shall observe all university rules and regulations that apply to university employees while on campus.
- c. The supplier(s) must provide sufficient vending service representatives on the premises of the university to replenish machines as required, correct malfunctions of equipment, and promptly address complaints of short change or other items of customer dissatisfaction.
- d. All employees providing any type of service to vending machines, fountain or university food service equipment, or pouring equipment, are to be uniformed personnel with name badges or other identification prominently displayed.
- e. The supplier(s) will provide a professional manager who will be accessible to university staff and knowledgeable about the university and all aspects of the beverage program, and who has full authority to make operational decisions on behalf of the supplier(s).

UNIVERSITY OF ARKANSAS AT LITTLE ROCK  
REQUEST FOR PROPOSAL

BID NO: FB-24-004

Page 10 of 13

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- f. When needed, the supplier(s) shall provide game day personnel and equipment in support of concession and vending sales at major athletic events.
- g. The supplier(s) shall not subcontract all or any substantial part of the contract without prior written approval of the university. The supplier(s) shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Subcontractors shall be bound by the terms of any contract awarded under this RFP.

## Section 3 - Selection

*Do not provide responses to items in this section unless specifically and expressly required.*

### 3.1 Doing Business with UA Little Rock

- A. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
- B. Procurement Services will issue the apparent successful supplier an invitation to PaymentWorks upon completion of the evaluation, release of the Intent to Award letter, and ALC approval.
- C. Failure to register in PaymentWorks may result in the cancellation of this award or resulting contract.
- D. For more information, see <https://ualr.edu/procurement/suppliers/>.

### 3.2 Piggyback Clause

Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit, or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser of bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

### 3.3 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American, or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

- A. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veterans Affairs
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

### 3.4 Equal Employment Opportunity Policy

In compliance with Arkansas Code Annotated § 19-11-104, UA Little Rock must have a copy of the supplier's Equal Opportunity Policy before issuing a contract award. UA Little Rock will maintain a file of all supplier EO policies submitted in response to solicitations issued by this office.

- A. *EO Policies* may be submitted electronically to the following email address: [procurement@ualr.edu](mailto:procurement@ualr.edu), but a hard copy should also be included with the bid response.

- B. Submitting an *EO Policy* to UA Little Rock is a one-time Requirement. Contractors are responsible for providing updates or changes to their policies and supplying *EO Policies* upon request to other state agencies, which must also comply with this statute.
- C. Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

### **3.5 Prohibition Of Employment Of Illegal Immigrants**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater shall certify with UA Little Rock that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this Bid Solicitation, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. In addition, if selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

### **3.6 Restriction Of Boycott Of Israel**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
  - a. A company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
  - b. Contracts with a total potential value of less than \$1,000.
- C. By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not, for the duration of the contract, boycott Israel.

### **3.7 Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries**

In accordance with Ark. Code Ann. § 25-1-1002, the respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.

- A. The preceding does not apply to:
  - a. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
  - b. An agreement with a total potential value of less than \$75,000, or
  - c. A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

### **3.8 Restriction Of Contracts with Scrutinized Companies**

In accordance with Ark. Code Ann. § 25-1-1001, the respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of the bidder or in a subcontractor to be employed by the bidder

- A. A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership and includes any for-profit parent, subsidiary, or affiliate of such a company.
- B. This restriction applies regardless of the source of the funds but does not apply to exempt commodities and services.

**3.9 Payment and Provisions**

A. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

<b>PHYSICAL ADDRESS</b>	<b>EMAIL</b>
University of Arkansas at Little Rock  ATTN: Accounts Payable  2801 South University Ave  Little Rock, Arkansas 72204	<a href="mailto:ACCOUNTSPAYABLE@UALR.EDU">ACCOUNTSPAYABLE@UALR.EDU</a>

- B. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- C. UA LITTLE ROCK may not be invoiced before delivery and acceptance of any equipment, service or commodity.
- D. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- E. Suppliers shall provide an itemized invoice for all charges.
- F. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.