



University of Arkansas at Little Rock  
Office of Procurement  
University Services Building C100  
2801 South University  
Little Rock, Arkansas 72204

### Invitation for Bid

SOLICITATION INFORMATION			
Solicitation Number:	FB-22-011	Solicitation Issued:	September 21, 2021
Description:	Landscaping Maintenance Service		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	October 21, 2021	Bid Opening Time:	4:00 p.m., CST
Bid submissions <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of suppliers to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review. It is not necessary to return "no bids".			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204  Suppliers are responsible for delivery of their bid documents to the University of Arkansas at Little Rock prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address. <b>Supplier assumes all risk for timely, properly submitted deliveries.</b>
Bid'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"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Supplier's name and return address</li></ul>

UA LITTLE ROCK CONTACT INFORMATION			
Buyer:	Desiree Taggard	Buyer's Direct Phone Number:	501-916-5724
Email Address:	dltaggard@ualr.edu	Main Number:	501-916-3144

**SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

**1.1 PURPOSE**

The University of Arkansas at Little Rock (UA Little Rock) is soliciting bids from qualified and experienced suppliers to furnish the university with regularly scheduled landscaping maintenance services.

**1.2 ISSUING OFFICER**

**The issuing officer is the sole point of contact in the selection process.** Supplier questions regarding bid related matters should be made through the buyer. For question submission procedures see section 1.9 Clarification of IFB and Questions.

**1.3 PRE-BID MEETING**

There will be a **required** Pre-bid meeting on **September 30, 2021 at 9:00 pm.**

**Facilities Conference Room 205**

Suppliers are to meet Greg Tatera, Director of Campus Grounds, at the Facilities Management Building on the UA Little Rock campus. A campus map denoting specific areas on campus to be covered under this contract bid will be distributed during this site visit.

**1.4 LIVE PROPOSAL OPENING**

Proposals received by the opening time and date **shall** be opened at the following location:  
Use the information below to view the proposal opening online.  
Register in advance for this meeting:

**Meeting Registration Link:**

<https://ualr-edu.zoom.us/meeting/register/tZcpcOGpgT8iGNAmjqMIUlejD5KW3fKBk1Ww>

**Meeting ID: 834 7817 4824**

**Dial-In Information: 877 853 5257 US Toll-free  
888 475 4499 US Toll-free**

**1.5 TYPE OF CONTRACT**

- As a result of this solicitation, UA Little Rock intends to award a contract to a single Supplier.
- The anticipated starting date for any resulting contract is December 1, 2021, except that the actual contract start date may be adjusted unilaterally by the University for up to three calendar months. By submitting a signed proposal in response to the solicitation, the Prospective Supplier represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
- The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Supplier and university, the contract may be renewed by UA Little Rock 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.

**1.4 AWARD CRITERIA**

- Award shall be awarded on an all or none basis. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid.
- Once the University of Arkansas at Little Rock reviews all bids and determines the anticipated awardee, UA Little Rock may require submission to the Arkansas Legislative Council (ALC) for approval.

**1.5 SCHEDULE OF EVENTS**

ID	Event Description	Date
1	Release of IFB	September 21, 2021
2	Pre-Bid Meeting	September 30, 2021, 9:00am

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3	Questions from Bidders due	October 5, 2021
4	Answers to questions posted*	October 7, 2021
5	Bid Deadline/ Bid Opening	October 21, 2021, 4:00pm
6	Recommended award submitted for legislative approval*	October 29, 2021
7	Final legislative review*	November 16, 2021
8	Award Commences*	December 1, 2021

\*Anticipated Dates. All IT procurements will be compliant with all state laws and appropriate Legislative Review including Act 557 (see: <http://www.arkleg.state.ar.us/assembly/2015/2015R/Acts/Act557.pdf> )

**1.6 DEFINITION OF TERMS**

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. The buyer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- C. “Prospective Supplier” means a responsible offeror or respondent who submits a proposal in response to this solicitation.
- D. The terms “Invitation for Bid”, “IFB” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- E. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this solicitation.
- F. “Bid Submission Requirement” means a task a Prospective Supplier **shall** complete when submitting a bid response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- G. “Requirement” means a specification that a Supplier’s commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this solicitation. These specifications will be distinguished by using the terms “**shall**” or “**must**” in the requirement.
- H. “University” means the University of Arkansas at Little Rock. When the term “University” is used herein to reference any obligation of the University under a contract that results from this solicitation, that obligation is limited to the University using such a contract.
- I. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor’s bid or in subsequent correspondence, **shall** cause the vendor’s bid to be disqualified.
- J. Suppliers may request exceptions to NON-mandatory items. Any such request **must** be declared on the bid submission. Supplier **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.
- K. “Prospective Supplier”, “Supplier”, “Contractor”, and “Bidder” means a person who sells or contracts to sell commodities and/or services.
- L. “University of Arkansas at Little Rock”, “UA Little Rock”, “campus”, and “university” are used synonymously in this document.
- M. “Business Day” means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- N. “State Holiday” means the following days during the year when State Offices are closed:
  - Christmas Day
  - Christmas Eve
  - Dr. Martin Luther King Jr.’s Birthday
  - George Washington’s Birthday and Daisy Gatson Bates Day
  - Independence Day
  - Labor Day
  - Memorial Day
  - New Year’s Day
  - Thanksgiving Day

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- Veteran's Day

Also, 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. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

### 1.7 **CLARIFICATION OF SOLICITATION**

A. Submit any questions requesting clarification of information contained in this *IFB Solicitation* in writing via email by the date and time listed in Section 1.4, Table A to the buyer as shown on page one (1) of this *IFB Solicitation*.

1. For each question submitted, Prospective Supplier should reference the specific solicitation item number to which the question refers.
  2. Prospective Suppliers' written questions will be consolidated and responded to by the University as deemed appropriate. The University's consolidated written response is anticipated to be posted to the University's website by the close of business on the date provided in Section 1.4, Table A. If Prospective Supplier questions are unclear or non-substantive in nature, 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 the responsibility of the Prospective Supplier to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to 72 hour before the submission deadline of a proposal.
- C. Prospective Suppliers may contact the buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Supplier as an aid to interpretation unless it is reduced to writing and expressly adopted by UA Little Rock.

### 1.8 **COST**

- A. All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated cost for the service being bid. Bid pricing **must** be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.
- B. UA Little Rock will not be obligated to pay any costs not identified on the Official Bid Price Sheet
- C. Any cost not identified by the supplier but subsequently incurred in order to achieve the requirements of this bid shall be borne by the supplier.

### 1.9 **RESPONSE DOCUMENTS**

A. Original Bid Response Packet

1. The original *Bid Response Packet* **must** be received on or before the bid opening date and time.
2. The original Bid Response Packet should be clearly marked "Original" and **must** include the following:
  - a. Original signed *Bid Signature Page*. (See *Proposal Signature Page*.)
    - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the Bid Response Packet.
    - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified.
  - b. Official Bid Price Sheet
    - i. Pricing must be proposed in U.S. dollars and cents.
  - c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Bid Response Packet*.
  - a. EO 98-04 Disclosure Form.
  - b. Copy of Supplier's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)

B. Additional Copies and Redacted Copy of the Bid Submission Packet

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

1. The following items should be submitted in the original Bid Response Packet

- a. One (1) electronic copy of the signed bid signature page, on flash drive
  - b. One (1) electronic copy of the Official Bid Price Sheet, on a flash drive
  - c. Electronic copies of EO 98-04 Disclosure Form, Suppliers, Equal Opportunity Policy, Illegal Immigrant Certification, Boycott Israel Certification
2. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive. (See *Proprietary Information*.)

**1.10 ACCEPTANCE REQUIREMENTS**

- A. Unless a Prospective Supplier expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this solicitation by listing them on the *Exceptions Form* (See Technical Proposal Packet), Prospective Supplier understands its submission of a proposal to represent that its proposal meets all such Requirements.
- B. A Prospective Supplier's proposal may be rejected if a Prospective Supplier takes exception to any Requirements in the Specifications Section(s) of this solicitation.

**1.11 ADDITIONAL TERMS AND CONDITIONS**

- A. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the UA Little Rock [Procurement Services](#) website.

**1.12 PRIME SUPPLIER RESPONSIBILITY**

- A. Single and joint Supplier proposals and multiple proposals by Suppliers are acceptable. However, a single Supplier must be identified as the prime contractor in each proposal. The prime contractor will be responsible for the contract and will be the sole point of contact with regard to the software and services described herein.
- B. The Supplier shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of UA Little Rock.
- C. The Supplier shall give UA Little Rock immediate notice, in writing, by certified mail of any action which, in the opinion of the Supplier, may result in litigation related in any way to the contract or UA Little Rock.

**1.13 UNIVERSITY CONTRACT ADMINISTRATOR:**

- A. The UA Little Rock Contract Administrator will serve as the university's representative and administrator of this contract.
- B. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is in accordance with 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 term of the contract. All instructions, questions, approvals, and special requests in connection with the contract shall be transmitted through the Contract Administrator. Other University personnel may be designated by the Contract Administrator to assist with the administration of the contract.

**1.12 PIGGYBACK CLAUSE**

Pursuant to Ark. Code Ann. § 19-11-249, any state public procurement unit or campus, unit or division of the University of Arkansas System 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.

**1.13 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the Supplier certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Suppliers **shall** understand that this paragraph may be used as a basis for litigation.

**1.14 PROPRIETARY INFORMATION**

- A. UA Little Rock will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until the notice of intent to award has been completed.
- B. UA Little Rock will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
- C. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and UA Little Rock will assess the validity of said claim in advance of any release.

**1.15 CAUTION TO SUPPLIERS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the buyer.
- B. Suppliers **must not** alter any language in any solicitation document provided by the University.
- C. Suppliers **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only in English language.
- F. The University **shall** have the right to award or not award a contract, if it is in the best interest of the University to do so.
- G. Suppliers **must** provide clarification of any information in their response documents as requested by the buyer.
- H. Qualifications and proposed goods or services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Suppliers may submit multiple proposals.

**1.16 REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the University.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. Only written addenda are part of the bid packet and should be considered.

**1.17 MINORITY BUSINESS POLICY**

- A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:

<ul style="list-style-type: none"><li>● African American</li><li>● American Indian</li><li>● Asian American</li><li>● Hispanic American</li></ul>	<ul style="list-style-type: none"><li>● Pacific Islander American</li><li>● A Service Disabled Veterans as designated by the United States Department of Veteran Affairs</li><li>● Women- Owned Businesses</li></ul>
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- B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Supplier's Certification Number should be included on the Supplier's *Proposal Signature Page*.

**1.18 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the Supplier's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the buyer, but should also be included as a hardcopy accompanying the solicitation response.
- C. Suppliers, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

**1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Supplier(s) **must** certify on the Office of State Procurement's website, in the following link [DFA Illegal Immigrant Contractor Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

**1.20 PAST PERFORMANCE**

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

**1.21 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 Supplier 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE Supplier 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, 2013 (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 non-visual 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 non-visual 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. §

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12111(9), as it existed on January 1, 2013.

- 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.

**1.22 PUBLICITY**

Supplier agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

**1.23 RESERVATION**

This solicitation does not commit UA Little Rock to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.



## SECTION 2 – SPECIFICATIONS

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

### 2.1 **BACKGROUND**

The University of Arkansas at Little Rock is a metropolitan research university that provides accessibility to a 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 metropolitan research university mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a major 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 <http://ualr.edu/>.

### 2.2 **SCOPE OF WORK**

**Turf Care and Planters, Plant Beds, Trees, Shrubs, Ground Cover Areas, Paved Areas Maintenance are for twelve (12) months at the UA Little Rock Campus with built in 4 weeks of rain outs and 3 weeks of Campus Closure and Holidays for a minimum of 45 weekly inspections. - includes 9% sales tax on all services. All organic matter accumulated during the process of the service must be removed by the contractor.**

#### **Item 1:**

#### **TURF CARE: 45 Weekly inspections**

**General-** Turf areas will be managed so as to produce and /or retain a visually pleasing and healthy stand of turf (providing other conditions such as adequate water, sunlight, and healthy soil are present)

**Mowing-** Determination as to mowing frequency, mowing heights, mowing techniques, and mowing equipment used will be based on sound turf management conditions and other factors. Not more than 1/3 of the grass height will be cut off at one time. In early spring, turf areas shall be mowed to a height of 1.5 to 2.5 inches to reduce thatch buildup. Subsequent mowing will allow the grass to be maintained at a height of 2.5 to 3.5 inches.

**Fertilization** – Turf areas will be fertilized three (3) times per year with the first being in mid to late April. First application will contain  $\frac{3}{4}$  lb. of Nitrogen with a healthy balance of Phosphorus and Potassium. Second and Third applications in the summer and early fall will contain  $\frac{1}{2}$  lb. of Nitrogen with a healthy balance of Phosphorus and Potassium. (Last application should contain extra Potassium for winter health).

**Weed Control-** Turf areas will be sprayed with a liquid pre-emerge herbicide in the spring and fall. Target pests include broadleaf and grassy weeds. Post emerge control can be spot sprayed at each visit if needed. Target pests include broadleaf and grassy weeds.

**Edging-** Turf adjacent to curbs, drives, walks and plant beds shall be edged as required to maintain a pleasing effect. If only needed every 2 weeks, then that is acceptable.

**Leaf Removal** – Leaves shall be removed from all lawn areas during appropriate seasons based on inspection of areas.

**Trash-** Trash will be picked up from all areas during each inspection of area.

#### **Item 2:**

**Planters, Plant Beds, Trees, Shrubs, Ground Cover Areas, Paved Areas: 45 Weekly inspections**

**General** – All planters, plant beds, shrubs, and ground cover areas will be maintained in a neat and weed free condition.

**Pruning** - Plant material shall be pruned as required to remove damaged branches, and to improve and enhance visual appearance. Hedges shall be pruned to the desired height and to present a neat appearance.

**Mulch** – Double cut wood mulch will be applied to all landscape beds and tree trunks in designated areas. Mulch will be applied two (2) times per year, spring, and fall.

**Fertilization** – All landscape areas and trees will be fertilized once a year with a slow release fertilizer in spring.

**Weed Control** – Pre-emerge and Post-emerge herbicides will be applied during the year at appropriate times to keep landscape beds weed free.

**Leaf Removal** – Leaves and debris shall be removed at each maintenance inspection throughout the year.

**Clean Up- Curb lines, Sidewalks, and Patios shall be blown off during each maintenance inspection.**

**Trash – Trash will be picked up from all areas during each maintenance inspection.**

**General Conditions:**

**Personnel** – All work shall be performed by trained, properly licensed, and supervised personnel in accordance with generally accepted horticulture practices.

**Workers** – All workers must conduct themselves in a professional manner while working on University of Arkansas Little Rock property. Proper dress attire must be worn while on campus.

**Quality Control** – After weekly work has been completed a receipt must be signed off by a Director or Supervisor of UA Little Rock Grounds Staff- the contractor must obtain this signature before leaving the campus.

**Item 3:**

**AD-HOC Items to be priced individually for services not included directly within the bid total but could be requested by UA Little Rock for such services to be priced and performed on an as needed basis.**

- A. Irrigation Installation / Repairs
- B. Additional Mulching (beyond the required twice yearly)
- C. Snow and Ice (Inclement Weather) Removal Services
- D. Above single story tree trimming, pruning and removal
- E. Reseeding / Re-sodding selected areas
- F. Seasonal plants / flowers design and install

- G. Landscape Design / Remodel
- H. Drainage solutions / French Drain or Solid Drains
- I. Storm Debris Removal / Forestry Chipping
- J. Excavation / Lot Clearing / Land Development

**2.3 Areas to be Serviced**

- A. Areas to be bid out will be the University Avenue entry ways, the center main thoroughfare on campus , University Village and the Housing Dorm Complex. A campus map denoting the specific areas on campus to be covered under this contract bid will be distributed during the mandatory site visit.
- B. Other areas of UA Little Rock may utilize the ad hoc services and will be identified at time of quote request.
- C. Other areas may be added at the discretion of the university with mutual agreement.

**2.4 Supplier's Employees:**

- A. The supplier shall maintain a staff of trained service personnel to ensure prompt, efficient maintenance of the equipment.
- B. All employees must have proper identification, reflecting both the name of the supplier and the name of the employee.
- C. Employees must be wearing a company uniform.
- D. All employees shall observe all university rules and regulations that are applicable to university employees while on campus and all personnel of the supplier shall be subject to dismissal for conduct that is considered offensive or in violation of university policy by the university contract administrator.
  - i. UA Little Rock is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, supplier, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and athletic facilities, owned or operated by UA Little Rock and on and within all vehicles on the university property, and on and within all university vehicles at any location.
  - ii. The following conduct is unacceptable for the supplier employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background, gender, or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.
- E. The supplier shall conduct thorough employment reference checks of personnel and criminal background checks (including criminal and sex-offender) to determine legibility to work within a residential setting. No level of sex-offender will be permitted access to the residential halls.

**2.4 RESPONSE TIME**

- A. The supplier shall respond and schedule work within five (5) business days of receiving the purchase order on ad-hoc requests.
- B. The estimate shall be reviewed and approved by the UA Little Rock Project Manager or their assignee. Unreasonable estimates may be deemed cause to terminate this agreement.
- C. Unforeseen or unknown repairs will be mutually agreed upon by the supplier and UA Little Rock, and a written change order will be issued. The supplier shall submit to the UA Little Rock Project Manager a written estimate for the extra work on a time and materials basis using agreement pricing.
- D. Suppliers should work with UA Little Rock to request additional time or extensions on a case by case basis. UA Little Rock retains the right to accept or reject the request.
- E. For purposes of calculating actual response and completion times, UA Little Rock's regular working hours will be defined as Monday through Friday from 8:00 a.m. until 5:00 p.m., exclusive of holidays in which the school division is closed. (Full-year calendars are available on the ualr.edu website). UA Little Rock will work with the supplier to identify available working hours for each service call.

**2.5 WORK ORDER QUOTES**

- A. The supplier is required to have established processes, procedures, staff resources and relevant tools in place for landscaping services. The university will request the successful supplier prepare a quote for actual quantities for each service call and maintenance.
- B. Prior to commencing any work; the supplier will provide a quote and must receive a purchase order from the university.
- C. It shall be the supplier's responsibility to ensure they have all information to prepare accurate estimates using the contract pricing.
- D. The supplier will be responsible for determining vent and units either by onsite visit or site plan review.
- E. All written quotations will include:
  - 1. The quote shall include unit quantities, unit prices, extended price and estimated start and completion dates.

## **2.6 PROCEEDING WITH SERVICES:**

- A. The supplier will be contacted for services as required for all work by UA Little Rock Project Manager, which typically will be from Facilities Management Associate Vice Chancellor or their assignee, or Student Affairs Associate Vice Chancellor or their assignee.
- B. The supplier shall not perform work for any department without prior approval by the UA Little Rock Project Manager or their assignee.
- C. The supplier must coordinate visits with UA Little Rock Project Manager prior to arriving on campus.
- D. The supplier is responsible for obtaining any permits in order to fulfill the required terms of this contract, including each job performed hereunder.
- E. The supplier shall not commence any work until they have notified the proper UA Little Rock Project Manager of their arrival.
- F. The university shall not be responsible for payment to the supplier for any briefings or meetings held between the university and supplier, as these meetings are to the mutual benefit of both parties.
- G. If, at any time after the award, the supplier becomes aware of any problems that could result in a delay in completing work, it must immediately notify the UA Little Rock Project Manager by telephone with confirmation in writing citing the cause and probable effect, with recommendations for alternative action. This paragraph does not relieve the supplier of contractual responsibilities; however, failure to notify promptly will be a basis for determining the supplier negligent of an otherwise excusable delay.

## **2.7 EQUIPMENT, LABOR AND WORKSITES:**

- A. The supplier will dispose of all debris and rubbish from the site that is a direct result of performing any services.
- B. The supplier will leave the workspace clean at the end of each workday and all associated materials removed.
- C. If the supplier uses UA Little Rock dumpsters, all cardboard boxes must be broken down (flattened) and all debris sorted and placed into the appropriate containers.
  - 1. Should the supplier not comply with the rules regarding dumpsters, they shall be liable for additional charges incurred by UA Little Rock.
  - 2. Hazardous waste will never be permitted to be disposed on site.
- D. The supplier will take adequate measures to maintain protection of each UA Little Rock facility.
  - 1. The supplier shall be responsible for the repair of any damage to the university's property or leased property of the university, if caused by the supplier or its subcontractors during installation, maintenance, or de-installation of any equipment or services performed within the scope of these services.
- E. All workmanship must conform to industry standards and will be examined before acceptance. All equipment will be installed by or under the supervision of the supplier.
- F. The supplier must have the applicable resources to complete the services. The supplier may be required to meet specified times and schedules and must supply applicable resources to meet schedules and deadlines.

## **2.8 ENVIRONMENTAL REQUIREMENTS**

- A. All prospective suppliers providing products and/or services to the university shall comply with the provisions set forth in the following subparagraphs.
- B. Prospective suppliers shall comply with all applicable federal, state, and local environmental, occupational, and safety statutes, regulations, and guidelines.
- C. Suppliers will also obtain all permits required by these statutes and regulations.

## **2.9 INSURANCE REQUIREMENTS**

- A. The Supplier shall maintain liability insurance and shall file certificates of insurance with the university prior to the commencement date of the agreement and on an annual basis.
- 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.
- D. Within 30 days of recommended award, the Supplier shall submit a Certificate of Insurance to the buyer named on page one (1) of this contract. The Certificate of Insurance must be executed by an insurance company approved by the State of Arkansas and shall evidence coverage by the Supplier as set forth below:
- E. The successful Supplier **will** provide proof of insurance certificates not later than 30 days from date of award verifying that the successful Supplier has the following:
- F. **Worker's Compensation**
  - 1. State: Statutory
  - 2. Applicable Federal: Statutory
  - 3. Employer's Liability: \$500,000
- G. **Comprehensive General Liability Insurance includes Completed Operations:**
  - 1. Bodily Injury Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
  - 2. Property Damage Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
- H. **Contractual Liability Insurance:**
  - 1. Bodily Injury Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
  - 2. Property Damage Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
- I. **Owner's and Contractor's Protective Liability Insurance:**
  - 1. Bodily Injury Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
  - 2. Property Damage Liability:
    - i. \$1,000,000 Each Occurrence
    - ii. \$1,000,000 Annual Aggregate
- J. **Automobile Liability:**
  - 1. Bodily Injury Liability:
    - i. \$ 500,000 Each Person
    - ii. \$1,000,000 Annual Aggregate
  - 2. Property Damage Liability:
    - i. \$ 250,000 Each Occurrence
- K. The insurance must list "The Board of Trustees of the University of Arkansas acting for & on behalf of the University of Arkansas at Little Rock" as the additionally insured. All premiums and cost shall be paid by the Supplier. In no way will UA Little Rock be responsible in case of an accident. Certificates must be provided prior to contract award.
- L. The Supplier shall keep said insurance in full force until termination of any resulting contract.
- M. These certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least 15 days prior written notice has been given to the University by the issuing insurance company

## **2.10 ESTIMATED QUANTITIES**

- A. UA Little Rock shall not guarantee any minimum or maximum amount of the supplier's services that may be required under the agreement.
  - 1. The supplier shall provide products/ services on an as needed basis.
  - 2. UA Little Rock shall not guarantee any usage whatsoever.

**2.11 MINIMUM QUALIFICATIONS**

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- A. Proposer must have at least three (3) years experience providing the goods or services requested
- B. Proposer must have successfully deployed solutions at an institution of similar size and complexity
- C. Proposer with demonstrated advanced customer service levels, and guaranteed responsiveness

**2.12 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.
- B. The University 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.
- C. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Supplier so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the Supplier that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the University due to the assessment of damages, Supplier **shall** follow the direction of the agency regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Adherence to University Requirements	Reference standard terms, conditions, and all articles of solicitation	May be cause for termination of contract.
Scope of Work	Reference Scope of Work and Objectives of solicitation; Description; Overview; and proposal requirements	May be cause for termination of contract.
Key Performance Indicators	90% customer satisfaction score Ability to work with clients to generate outcomes	May be cause for termination of contract.

**SECTION 3: STANDARD TERMS AND CONDITIONS**

**3.1 PREPARATION OF BIDS**

- a. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- b. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- c. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid 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. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this bid invitation. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the invitation.
- d. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- e. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

**3.2 SUBMISSION OF BIDS**

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

**3.3 ACCEPTANCE OF BIDS**

- a. The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, and to award the bid to best serve the interest of the University.
- b. If a bidder fails to state the time within which a bid must be accepted, it is understood and agreed that the University shall have 120 days to accept.

**3.4 ERROR IN BID**

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

**3.5 AWARD**

- a. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- b. When more than one item is specified in the Invitation, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Invitation for Bids, or as expressly stated in the Invitation to Bid.
- c. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation to Bid results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

**3.6 DELIVERY**

- a. The Invitation to Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.
- b. Delivery shall be made during University work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
- c. Packing memoranda shall be enclosed with each shipment.

**3.7 ACCEPTANCE AND REJECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

**3.8 TAXES AND TRADE DISCOUNTS**

- a. Do not include state or local sales taxes in bid price.
- b. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

**3.9 DEFAULT**

- a. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- b. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

**3.10 WAIVER**

The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

**3.11 CANCELLATION**

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the vendor to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

**3.12 ADDENDA**

- a. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the bid opening, the bid date will be reset giving bidders ample time to answer the addendum.
- b. Only written addenda is part of the bid packet and should be considered.

**3.13 ALTERNATE BIDS**

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

**3.14 BID OPENINGS**

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**3.15 DEBRIS REMOVAL**

All debris must be removed from the University after installation of said equipment.



**3.16 LACK OF FUND**

UA Little Rock may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.

**3.17 DISCRIMINATION**

In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee 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) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor of vendor.

**3.18 INVOICING**

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the UA Little Rock Financial Services.

**3.19 PRICING**

Bidders must quote FOB inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are firm and, thus, are not subject to escalation unless otherwise stated in the ITB. Unless otherwise specified, the bid must be firm for acceptance for sixty (60) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the ITB.

**3.20 GUARANTY**

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, 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 when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

**3.21 STORAGE**

UA Little Rock will be responsible for storage if the contractor delivers within the time required and UA Little Rock cannot accept delivery.

**3.22 VARIATION IN QUANTITY**

UA Little Rock assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the UA Little Rock purchase order.

**3.23 STATE PROPERTY**

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of UA Little Rock and the State and shall be kept confidential, used only as expressly authorized and returned to UA Little Rock at the contractor's expense. Commodities must be properly identified by description when returned.

**3.24 PATENTS OR COPYRIGHTS**

The contractor agrees to indemnify and hold UA Little Rock harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

**3.25 ASSIGNMENTS**

Any contract entered into pursuant to the ITB is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**3.26 OTHER REMEDIES**

In addition to the remedies outlined herein, the contractor and UA Little Rock have the right to pursue any other remedy permitted by law or in equity.

**3.27 CONTINGENT FEE**

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

**3.28 ANTI-TRUST ASSIGNMENT**

As part of the consideration for entering into any contract pursuant to the ITB, the bidder named on the front of the ITB acting herein by the authorized agent, hereby assigns, sells and transfers to UA Little Rock all rights title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued.

**3.29 CLARIFICATIONS**

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. UA Little Rock will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this ITB must be addressed to UA Little Rock Procurement Services, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)

**3.30 PROPRIETARY INFORMATION**

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of UA Little Rock when submitted in response to this ITB. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

**3.31 PRODUCT INFORMATION**

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

**3.32 TERMS AND CONDITIONS**

To be considered, bidders must include as part of their bid all of the provisions of this ITB. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this ITB and the bidder's response.

**3.33 MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

**3.34 TECHNOLOGY 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 UA Little Rock that the technology provided to UA Little Rock 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 nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual 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, either 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.

### **3.35 CONTRACT INFORMATION**

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.

### **3.36 TECHNOLOGY ACCESS**

**TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a

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whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013. As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- Do not provide responses to items in this section.

### **4.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:  
University of Arkansas at Little Rock  
ATTN: Accounts Payable  
2801 South University Avenue  
Little Rock, AR 72204
- B. Payment will be made in accordance with applicable UA Little Rock accounting procedures upon acceptance by UA Little Rock.
- C. UA Little Rock may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the Contractor has successfully satisfied UA Little Rock as to the services rendered.
- D. Supplier should invoice UA Little Rock by an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice.

### **4.2 CONTRACT INFORMATION**

- A. The University of Arkansas at Little Rock may not contract with another party:
  - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
  - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
  - iii. To indemnify, defend, or hold harmless any party for any liability and damages
  - iv. Upon default, to pay all sums to become due under a contract
  - v. To pay damages, legal expenses or other costs and expenses of any party
  - vi. To continue a contract once the equipment has been repossessed
  - vii. To conduct litigation in a place other than Pulaski County, Arkansas
  - viii. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
- B. A party wishing to contract with the University of Arkansas at Little Rock should:
  - i. Remove any language from its contract which grants to it any remedies other than:
    - The right to possession
    - The right to accrued payments
    - The right to expenses of de-installation
    - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
  - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
  - iii. Include in its contract that the laws of the State of Arkansas govern the contract
  - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- C. The University of Arkansas at Little Rock may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

### **4.3 CONDITIONS OF CONTRACT**

- A. The Supplier **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The Supplier **shall** indemnify and hold harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Supplier.

**4.4 STATEMENT OF LIABILITY**

- A. UA Little Rock will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of Contractor-owned items to be delivered or to be used in the installation of deliverables.
- B. The Supplier **shall** be required to retain total liability until the deliverables have been accepted by the "authorized UA Little Rock official."
- C. At no time will UA Little Rock be responsible for or accept liability for any Supplier-owned items.

**4.5 RECORD RETENTION**

- A. The Supplier **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by UA Little Rock policies. Upon request, access **will** be granted to UA Little Rock, State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to UA Little Rock designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

**4.6 PRICE DECREASE**

In the event of a price decrease, the University shall be guaranteed full benefit of any savings that may occur during the term of this contract.

**4.7 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Supplier **must** provide to the University a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. The University **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. The University **shall** have the right to approve or deny the request.

**4.8 CONFIDENTIALITY**

- A. The Supplier, Supplier's subsidiaries, and Supplier's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the University **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

**4.9 TIME OF PERFORMANCE**

Time is of the essence in the rendering of services hereunder. Supplier agrees to perform all obligations and rendering of services set forth in this solicitation.

**4.10 DEFAULT**

- A. In the event that the Supplier fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Supplier of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Supplier fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice.
- B. The cancellation of the contract, under any circumstances whatsoever, shall not effect or relieve Supplier from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

**4.11 INDEMNIFICATION**

Under Arkansas law, the University of Arkansas at Little Rock may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or

agents in the performance of this Agreement, the University agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

#### **4.12 PERMITS AND LICENSES**

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

#### **4.12 TERMINATION**

- A. The agreement may be terminated, without penalty, by the University without cause by giving 30 days written notice of such termination to the seller.
- B. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Supplier for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Supplier for products and/or services ordered and received prior to the date of termination.

#### **4.13 INDEPENDENT Supplier STATUS**

- A. Supplier agrees that its employees and agents have no employer-employee relationship with the University (refer to Contract/Disclosure Form).
- B. The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

#### **4.14 RIGHT TO AUDIT**

- A. At any time during the term of the agreement and for a period of four (4) years thereafter the University's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Supplier's records and manufacturer's pricing relevant to all pricing provided under this agreement.
- B. In the event such an audit by the University reveals any errors/overpayments, the Supplier shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

#### **4.15 ACCEPTANCE OF PRODUCTS AND SERVICES**

- A. All services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement.
- B. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

#### **4.16 NON-DISCLOSURE**

- A. Supplier and the University acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.
- B. Neither party shall use any such information for its own benefit or make such information available to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Supplier or the University, unless required by law.

#### **4.18 NON-WAIVER OF DEFAULTS**

Any failure of the University at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

**4.19 CANCELLATION**

- A. Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.
- B. Cause for the University to cancel shall 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.
- C. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance.
- E. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

**4.20 SEVERABILITY**

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

**4.21 CONDITIONS OF CONTRACT**

The successful Supplier **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

**4.22 AWARD RESPONSIBILITY**

The University of Arkansas at Little Rock will be responsible for award of any resulting contract. UA Little Rock shall be responsible for the administration of any resulting contract.

**4.23 NEGOTIATIONS**

As provided in this solicitation and under regulations, discussions may be conducted with responsible Supplier(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**4.24 GOVERNING LAW**

This agreement shall be construed and governed by the laws of the State of Arkansas.



**SECTION 5 – STANDARD TERMS AND CONDITIONS**

- *Do not provide responses to items in this section.*

**5.1 PREPARATION OF PROPOSALS**

- A. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
- C. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the proposal request is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid 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. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal request. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the request.
- D. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
- E. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

**5.2 SUBMISSION OF PROPOSALS**

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

**5.3 ACCEPTANCE OF PROPOSALS**

- A. The University reserves the right to accept or reject all or any part of a proposals or any and all proposals, to waive any informality, and to award the proposals to best serve the interest of the University.
- B. If a bidder fails to state the time within which a proposals must be accepted, it is understood and agreed that the University shall have 120 days to accept.

**5.4 ERROR IN BID**

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

**5.5 AWARD**

- A. Award shall be made all or none to the lowest responsible responsive bidder.
- B. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- C. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposals, or as expressly stated in the Request for Proposals.
- D. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Request for Proposals results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.

**5.6 DELIVERY**

- A. The Request for Proposals will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate

delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.

- B. Delivery shall be made during University work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
- C. Packing memoranda shall be enclosed with each shipment.

#### **5.7 ACCEPTANCE AND REJECTION**

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the contractor promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

#### **5.8 TAXES AND TRADE DISCOUNTS**

- A. Do not include state or local sales taxes in bid price.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

#### **5.9 DEFAULT**

- A. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting contractor. The contractor must give written notice to the University of the reason and the expected delivery date.
- B. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

#### **5.10 WAIVER**

The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single Supplier and would have the same effect on all Suppliers.

#### **5.11 CANCELLATION**

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the contractor within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Contractor of any liability arising out of a default or nonperformance. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

#### **5.12 ADDENDA**

- A. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
- B. Only written addenda is part of the bid packet and should be considered.

#### **5.13 ALTERNATE BIDS**

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

#### **5.14 BID OPENINGS**

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any Supplier as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**5.15 DEBRIS REMOVAL**

All debris must be removed from the University after installation of said equipment.

**5.16 LACK OF FUND**

UA Little Rock may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file claim with Arkansas Claims Commission. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may also file claim.

**5.17 DISCRIMINATION**

In order to comply with the provisions of Act 954 of 1977 relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employee 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) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor of Supplier.

**5.18 INVOICING**

The contractor shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the UA Little Rock Financial Services.

**5.19 PRICING**

Bidders must quote F.O.B. inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are Bidder and, thus, are not subject to escalation unless otherwise stated in the solicitation. Unless otherwise specified, the bid must be Bidder for acceptance for 120 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

**5.20 GUARANTY**

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, 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 when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

**5.21 STORAGE**

UA Little Rock will be responsible for storage if the contractor delivers within the time required and UA Little Rock cannot accept delivery.

**5.22 VARIATION IN QUANTITY**

UA Little Rock assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the UA Little Rock purchase order.

**5.23 STATE PROPERTY**

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of UA Little Rock and the State and shall be kept confidential, used only as expressly authorized and returned to UA Little Rock at the contractor's expense. Commodities must be properly identified by description when returned.

**5.24 PATENTS OR COPYRIGHTS**

The contractor agrees to indemnify and hold UA Little Rock harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

**5.25 ASSIGNMENTS**

Any contract entered into pursuant to the RFP is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**5.26 OTHER REMEDIES**

In addition to the remedies outlined herein, the contractor and UA Little Rock have the right to pursue any other remedy permitted by law or in equity.

**5.27 CONTINGENT FEE**

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

**5.28 ANTI-TRUST ASSIGNMENT**

As part of the consideration for entering into any contract pursuant to the RFP, the bidder named on the front of the RFP acting herein by the authorized agent, hereby assigns, sells and transfers to UA Little Rock all rights title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued.

**5.29 CLARIFICATIONS**

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. UA Little Rock will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this RFP must be addressed to UA Little Rock Procurement Services, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)

**5.30 PROPRIETARY INFORMATION**

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of UA Little Rock when submitted in response to this RFP. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

**5.31 PRODUCT INFORMATION**

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

**5.32 TERMS AND CONDITIONS**

To be considered, bidders must include as part of their bid all of the provisions of this RFP. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this RFP and the bidder's response.

**5.33 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL**

In accordance with Ark. Code Ann. § 25-1-503, Supplier hereby certifies to the University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**5.34 MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander and women-owned." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as subcontractors "may explain the circumstances preventing minority inclusion".

**5.35 CONTRACT INFORMATION**

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.