



University of Arkansas at Little Rock

2801 South University
Procurement Services Building
Little Rock, Arkansas 72204

INVITATION FOR BID Bid Solicitation Document

SOLICITATION INFORMATION			
Bid Number:	FB-23-028	Solicitation Issued:	03/29/2023
Description:	Space Grant Consortium Promotional Items		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	4/13/2023	Bid Opening Time:	2:00 p.m., Central Time
<p>Bid submissions shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors 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 shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids".</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>University of Arkansas at Little Rock Procurement Services Building 2801 South University Little Rock, AR 72204</p> <p>Vendors 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. Vendors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

UA LITTLE ROCK PROCUREMENT SERVICES CONTACT INFORMATION			
Buyer:	Noel Johnson	Main Number:	501-916-3144
Email Address:	bnbartlett@ualr.edu		
UA Little Rock Website:	http://ualr.edu/		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 **PURPOSE**

The University of Arkansas at Little Rock is issuing this Invitation for Bid (IFB) to obtain pricing and shipping cost for customized promotional items.

1.2 **ISSUING OFFICER**

The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For question submission procedures see section 1.8 Clarification of IFB and Questions.

1.3 **TYPE OF CONTRACT**

A. This contract is a term contract that will be awarded to one supplier.

B. Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser 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.

1.4 **DEFINITION OF REQUIREMENT**

A. The words “**must**” and “**shall**” signify a requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.

B. Exceptions taken to any requirement in this *Bid Solicitation*, whether submitted in the vendor’s bid or subsequent correspondence, **shall** cause the vendor’s bid to be disqualified.

C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on the bid submission. The vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.5 **DEFINITION OF TERMS**

A. 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 the *Clarification of Bid Solicitation*.

B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

C. The words “bidder”, “contractor” and “vendor” are used synonymously in this document.

D. “Contractor”, “Vendor”, and “Bidder” means a person who sells or contracts to sell commodities and/or services.

E. The terms “Invitation for Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

F. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

G. “University of Arkansas at Little Rock”, “UA Little Rock”, “campus”, and “university” are used synonymously in this document.

H. “Business Day” means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays

I. “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
- 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 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and must be submitted in the original bid response packet (submissions in English only).
 - a. Original signed Bid Signature Page (see Response Packet)
 - b. One (1) original hard copy of the Official Bid Price Sheet. Pricing must be proposed in US dollars and cents.
 - c. Proposed Subcontractors Form (see Response Packet)
 - d. Exceptions Form, if applicable
2. The following items should be submitted in the original Bid Response Packet as a hard copy and as an electronic copy, on a flash drive and in PDF format.
 - a. One (1) copy of the Official Bid Price Sheet.
 - b. EEO 98-04 Disclosure Form (see Standard Terms and Conditions)
 - c. Copy of Prospective Contractor's Equal Opportunity Policy. (See Equal Opportunity Policy)
3. One (1) copy of the Bid Response Packet and the Official Bid Price Sheet should be emailed to the issuing buyer.
4. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

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

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

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

1.8 **CLARIFICATION OF IFB AND QUESTIONS**

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before **April 5, 2023**, to the buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, the vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the university. The university's consolidated written response is anticipated to be posted to the [Procurement Services](#) website by the close of business on **April 6, 2023**. If vendor questions are unclear or non-substantive, the university may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. Vendors should notify the Buyer of any term, condition, etc., that precludes the vendor from submitting a complaint, or responsive proposal. Vendors should note that it is the responsibility of the vendor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Vendors may contact the buyer with non-substantive questions at any time prior to the bid opening.
- D. No oral statement by the University is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by the University.
- E. Vendors entering into a contract with the university shall comply with the terms and conditions contained herein.

1.9 **SUBCONTRACTOR**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractor Form* included in the *Bid Response Packet* to indicate the vendor's intent to utilize, or to not utilize, a subcontractor.
- B. **Do not** attach any additional information to the *Proposed Subcontractor Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the university.
- D. Vendors proposed Subcontractors shall meet security requirements as specified herein.

1.10 BID BOND (Not Needed for this Bid)

1.11 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Sheet only. Any cost not identified by the vendor but subsequently incurred in order to achieve successful operation shall be borne by the vendor. The Official Bid Price Sheet is provided as a separate electronic file posted with this Bid Solicitation.
- B. To allow time to evaluate proposals, financial proposals must be valid for 90 days following the bid opening.
- C. Failure to complete and submit the Official Bid Sheet shall result in disqualification.
- D. All proposal pricing must be in United States dollars and cents.

1.12 PRIME VENDOR RESPONSIBILITY

- A. Single and joint vendor bids and multiple bids by vendors are acceptable. However, a single vendor must be identified as the prime vendor in each proposal. The prime vendor 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 Vendor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of UA Little Rock.
- C. The Vendor shall give UA Little Rock immediate notice, in writing, by certified mail of any action which, in the opinion of the Vendor, may result in litigation related in any way to the contract or UA Little Rock.

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the vendor certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that in connection with this proposal:
 - 1. The prices in the proposal have been arrived at independently, without collusion.
 - 2. 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 bid by the Office of the Attorney General. All vendors **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 a 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 VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by the University.
- C. Vendor **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. Bids **must** be submitted only in the 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. Vendor **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. Vendors may submit multiple bids.

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 AWARD PROCESS

- A. Prospective Vendor Selection
 - 1. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
 - 2. Award shall be awarded on an all or none basis.
 - 3. Bids must meet or exceed all defined specifications.
 - 4. Bids must meet all terms and conditions of this Invitation for Bid.
- B. Negotiations
 - 1. If the university so chooses, negotiations may be conducted with the lowest-bidding prospective vendor. Negotiations are conducted at the sole discretion of the university.
 - 2. If negotiations fail to result in a contract, the university may begin the negotiation process with the next lowest-bidding prospective vendor. The negotiation process may be repeated until the anticipated prospective vendor has been determined, or until such time the university decides not to move forward with an award.
- C. Anticipation to Award
 - 1. Once the anticipated prospective vendor has been determined, the anticipated award will be posted on the bid posting website at <https://ualr.edu/procurement/bids/>.
 - 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective vendors are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
 - 3. UA Little Rock may waive the policy of Anticipation to Award when it is in the best interest of the university.
 - 4. It is the prospective vendor's responsibility to check the university website for the posting of an anticipated award.
- D. Issuance of Contract
 - 1. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the solicitation results in a binding contract without further action by either party.
 - 2. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
 - 3. Any resultant contract of this Bid Solicitation is subject to State approval processes which may include Legislative review.

1.18 DOING BUSINESS WITH UA LITTLE ROCK

- A. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system. Suppliers can only register if a UA Little Rock employee invites them to do so in PaymentWorks.
- B. Failure to register in PaymentWorks may result in the cancellation of this award.
- C. For more information, see <https://ualr.edu/procurement/suppliers/>.

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

1.20 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the vendor'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. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.22 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 Vendor 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 VENDOR 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 a university purchases a product that does not best meet the standards, the university must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the

technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include but are not limited to keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 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.

1.23 PUBLICITY

Vendor 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.

1.24 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.

1.24 GENERAL REQUIREMENTS

- A. All bidders shall conform to the requirements of Arkansas Code Annotated 17-25-101, Arkansas State Licensing Law for Vendors.
- B. Pursuant to Ark. Code Ann. 229203, the university encourages all small, minority, and women owned business enterprises to submit bids for capital improvements. Encouragement is also made to all general vendors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- C. All bidders must hold a current General Vendors License. Licenses must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.
- D. Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for vendors and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore accepted by Ark. Code Ann. §17-25-315.
- E. The university reserves the right to waive any formalities in, or to reject any or all bids.
- F. No bidder may withdraw his bid within 60 days after the date of the opening thereof.
- G. The University of Arkansas at Little Rock is an Equal Opportunity Employer and complies with the requirements of the Americans with Disabilities Act.
- H. Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to the university of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract, which does not obligate the vendor to require the submission of Disclosure forms for subcontractors.

1.25 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company that offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Vendor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

SECTION 2 – GENERAL REQUIREMENTS

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

2.1 INTRODUCTION

This Invitation for Bid (IFB) is to obtain pricing and shipping costs for:

- 20,000 drawstring sportpacks,
- 20,000 ballpoint pens with stylus
- 20,000 balsa gliders (8" wingspan)
- 20,000 hand sanitizers w/carabiner (1.8 oz).

2.2 GENERAL SPECIFICATIONS

- A. All items listed are preferred but substitutions of similar or better quality if submitted will be considered.
 1. The university reserves the right to provide final approval on all substitutions in an order.
- B. All items should have the Arkansas Space Grant Consortium logo as shown below:



ITEM	DESCRIPTION
1.	Etched Pocket Drawstring Sportpacks Colors: Royal Blue, Charcoal
2.	Ballpoint Pen with Stylus Colors: Blue with Black grips
3.	8" Wingspan Balsa Glider Imprint Colors: Black
4.	1.8 oz. Hand Sanitizer w/ Carabiner – full color imprint Color: Dark blue

2.4 DELIVERY

FOB DESTINATION:
University of Arkansas at Little Rock
ATTN: Misty Stukenbord
2801 S. University Ave
Little Rock, AR 72204

The university requests delivery within **10** calendar days after receipt of the order. If this delivery schedule cannot be met, the bidder must state the number of days required to place the commodity in the ordering university's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the university's requested date. Extended delivery dates may be considered when in the best interest of the State.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the university. The supplier shall give the university immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the university, is the supplier's responsibility. All orders should be properly packaged to prevent damage during shipping.

2.5 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 Vendor's total performance is in accordance with the contractual commitments and that the obligations of the Vendor under the terms and conditions of the contract are being fulfilled.
- C. The Contract Administrator shall work with the Vendor 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.

2.6 INSURANCE REQUIREMENTS

- A. The Vendor 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 vendor of their responsibility for maintaining adequate insurance.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 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 Vendor has successfully satisfied UA Little Rock as to the services rendered.
- D. Vendor should invoice UA Little Rock with an itemized list of charges.
- E. Purchase Order Number should be referenced on each invoice.

3.2 CONTRACT INFORMATION

- A. The University of Arkansas at Little Rock may not contract with another party:

1. For a period of time that continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon receiving a 30 (thirty) day written notice whenever there are no funded appropriations for the contract;
2. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason;
3. To indemnify, defend, or hold harmless any party for any liability and damages;
4. Upon default, to pay all sums to become due under a contract;
5. To pay damages, legal expenses or other costs and expenses of any party;
6. To continue a contract once the equipment has been repossessed;
7. To conduct litigation in a place other than Pulaski County, Arkansas;
8. To agree to any provision of a contract that 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:

1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession;
 - b. The right to accrued payments;
 - c. The right to expenses of de-installation;
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
2. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
3. Include in its contract that the laws of the State of Arkansas govern the contract
4. 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, loss 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.

3.3 CONDITIONS OF CONTRACT

- A. The vendor **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 vendor **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 vendor.

3.4 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 Vendor-owned items to be delivered or to be used in the installation of deliverables.
- B. The Vendor **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 Vendor-owned items.

3.5 RECORD RETENTION

- A. The vendor **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 the 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.

3.6 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.

3.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide the University with 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.

3.8 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor'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 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.

3.9 TIME OF PERFORMANCE

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

3.10 DEFAULT

- A. In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Vendor 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 Vendor 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 affect or relieve the vendor 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.

3.11 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 another appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3.12 PERMITS AND LICENSES

Vendor 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.

3.13 TERMINATION

- A. The agreement may be terminated, without penalty, by the University without cause by giving a 30 (thirty) day 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 Vendor for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

3.14 INDEPENDENT VENDOR STATUS

- A. Vendor 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.

3.15 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 Vendor'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 Vendor 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.

3.16 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.

3.17 NON-DISCLOSURE

- A. Vendor 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 Vendor or the University unless required by law.

3.18 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.

3.19 CANCELLATION

- A. Any contract or item award may be canceled for cause by either party by giving a thirty (30) day 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 an increase in prices during the period of the contract; or failure to perform to contract conditions.
- C. The Vendor 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 Vendor within the period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the University does not relieve the Vendor of any liability arising out of default or nonperformance.
- E. Cause for the vendor to cancel shall include but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

3.20 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.

3.21 CONDITIONS OF CONTRACT

The successful Vendor 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.

3.22 AWARD RESPONSIBILITY

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

3.23 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT:

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract are available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and if the proposer agrees, they may enter into an agreement as provided in this IFB.

3.24 NEGOTIATIONS

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

3.25 GOVERNING LAW

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not respond to items in this section.**

4.1 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 the person signing the 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 the 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 the order shall be stated in the bid.

4.2 SUBMISSION OF BIDS

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

4.3 ACCEPTANCE OF BIDS

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

4.4 ERROR IN BID

In case of an 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.

4.5 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 vendor in whole or part without the written consent of the University.

4.6 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 the 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.

4.7 ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at the 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 that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the Vendor 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.

4.8 TAXES AND TRADE DISCOUNTS

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

4.9 DEFAULT

- A. Backorders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting vendor. The Vendor 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 an award.

4.10 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 a waiver is not given so as to deliberately favor any single vendor and would have the same effect on all vendors.

4.11 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 Vendor 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 Vendor within a period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the Vendor of any liability arising out of 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.

4.12 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 are part of the bid packet and should be considered.

4.13 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.

4.14 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.

4.15 DEBRIS REMOVAL

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

4.16 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 Vendor 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 Vendor may file a claim with the Arkansas Claims Commission. If the Vendor has provided services and there are no funds legally available to pay for the services, the Vendor may also file a claim.

4.17 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 thereunder and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be canceled, 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.

4.18 INVOICING

The Vendor shall be paid upon completion of all of the following: (1) submission of 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 UA Little Rock Financial Services.

4.19 PRICING

Bidders must quote F.O.B. inside the 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.

4.20 GUARANTY

All items bid shall be newly manufactured, in first class condition, of the 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 have been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of delivery unless otherwise specified herein.

4.21 STORAGE

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

4.22 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.

4.23 STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the Vendor hereunder or in contemplation hereof or developed by the Vendor 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 Vendor's expense. Commodities must be properly identified by description when returned.

4.24 PATENTS OR COPYRIGHTS

The Vendor 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.

4.25 ASSIGNMENTS

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

4.26 OTHER REMEDIES

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

4.27 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 bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

4.28 ANTITRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to the IFB, the bidder named on the front of the IFB 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.

4.29 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 IFB must be addressed to UA Little Rock Procurement Services, 2801 South University, Little Rock, AR 72204 (Telephone 501-569-3144)

4.30 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 IFB. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

4.31 PRODUCT INFORMATION

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

4.32 TERMS AND CONDITIONS

To be considered, bidders must include as part of their bid all of the provisions of this IFB. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with a bid, and if any section of those terms is 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 IFB and the bidder's response.

4.33 PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Vendor hereby certifies to University that Vendor (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 Vendor 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.

4.34 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-owned businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

4.35 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 the rejection of the bid.