



# 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-23-029	Solicitation Issued:	5/26/2023
Description:	Coleman Creek Greenway Extension RTP-20(s) F.A.P. RTP-1302(341)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	6/15/2023	Bid Opening Time:	2:00 p.m., Central Time
<p>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 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 <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".</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. <b>Vendors assume all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging:	<p>Outer packaging <b>must</b> 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"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Vendor's name and return address</li></ul>

### UA LITTLE ROCK PROCUREMENT SERVICES CONTACT INFORMATION

UNIVERSITY OF ARKANSAS AT LITTLE ROCK  
INVITATION FOR BID

BID NO: FB-23-029

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Buyer:	Noel Johnson	Main Number:	501-916-3144
Email Address:	bnbartlett@ualr.edu		
UA Little Rock Website:	<a href="http://ualr.edu/">http://ualr.edu/</a>		

**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, in accordance with the policies of the Board of Trustees of the UA System, is soliciting responses from qualified firms and individuals for General Contractor services including all labor, methods, material and equipment necessary to extend the Coleman Creek Greenway located at 2801 South University Avenue, Little Rock, AR.

**1.2 UNIVERSITY OF ARKANSAS AT LITTLE ROCK BACKGROUND**

The University of Arkansas at Little Rock is a 250-acre metropolitan research university established in 1927, serving more than 8,200 students. At UA Little Rock, students are provided access to quality education and numerous internship and research opportunities while preparing to enter their respective fields as innovators and responsible leaders. 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, economic development, and job creation.

For more information on the University please see <http://ualr.edu/>.

**1.3 NON-MANDATORY PRE-BID MEETING**

We will have a pre-bid conference on June 1, 2023 at 10:00 A.M. in the Facilities Management Conference Room #205. The pre-bid meeting is used to review the solicitation's specifications with all interested parties. Any questions asked during the meeting will be noted and answered on June 5, 2023.

**VIRTUAL PROPOSAL OPENING**

Use the information below to register for access to view the proposal opening virtually, to be held at the time and date listed on page one.

**Zoom Meeting Registration Link:** <https://ualr-edu.zoom.us/meeting/register/tZMvf-Cupj4sEtfTxB3gCPTRkOhGQf5DZCHg>

Note: No award will be made at the bid opening. Only names of respondents and a preliminary determination of proposal responsiveness will be made at the bid opening.

**1.4 POINT OF CONTACT**

**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 1.7 **Clarification of IFB and Questions.**

**1.5 TYPE OF CONTRACT**

A. As a result of this IFB, UA Little Rock intends to award a stipulated sum contract to the lowest responsible base bid amount.

B. The anticipated starting date for any resulting contract is July 17, 2023 except that the actual contract start date may be adjusted unilaterally by the University for up to three calendar months. By submitting a signed Bid Form in

response to the IFB, the Prospective Supplier represents and warrants that it will honor its proposal as being held open as irrevocable for this period.

**1.6 SCHEDULE OF EVENTS**

Event Description	Date
Release of IFB	May 23, 2023
Non-Mandatory Pre-Bid Meeting	June 1, 2023, 9:00 A.M.
Questions from Prospective Suppliers due	June 9, 2023
Answers to questions posted*	June 12, 2023
IFB Submission deadline	June 15, 2023 @ 2:00 PM CST
Bid Opening	June 15, 2023 @ 2:00 PM CST
Contract Negotiations*	June 19 – July 14, 2023
Anticipation to award posted*	June 19, 2023
Award Commences*	July 17, 2023

**1.7 CLARIFICATION OF IFB 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 1.6 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, construction drawing, or specification section 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 1.6. 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 Supplier 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 the submission of a proposal.
- C. Prospective Supplier may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock or the Design Professional 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.

**1.13 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.

**1.8 ADDITIONAL TERMS AND CONDITIONS**

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.

**1.14 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 Prospective Suppliers 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 Prospective Supplier 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. Prospective Suppliers **must not** alter any language in any solicitation document provided by the University.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Proposals **must** be submitted only in English language.
- E. 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.
- F. Prospective Suppliers **must** provide clarification of any information in their response documents as requested by the buyer.
- G. Qualifications and proposed goods or services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

**1.16 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/>.

**1.17 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 RESTRICTION OF BOYCOTT**

Boycott means without an ordinary business purpose: Engaging in refusal to deal; Terminating business activities; or Other actions that are intended to limit public entities commercial relations in a discriminatory manner.

**A. 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. Boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries**

a. Pursuant to Arkansas Code Annotated § 25-1, 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 energy, fossil fuel, firearms, and ammunition industries.

**1.22 TECHNOLOGY PROTECTION ACT**

Prohibits a state agency from entering into a contract with a company owned in whole or in part by the Chinese government or that employs a company owned in whole or in part by the Chinese government as a subcontractor.

**1.23 GOVERNOR'S EXECUTIVE ORDER 98-04**

C. In accordance with the Governor's Executive Order, all bidders are herein notified that included with this bid package is the "Contract and Grant Disclosure and Certification Form". The successful bidder shall complete and return the disclosure form when notified and as instructed by the intent to award. See document 00 5200.

D. The following statement will be included the construction contract:

a. The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order, shall be considered a breach of the terms of the Contract, violation to all legal remedies available to the Agency under the provisions of existing law".

E. The Contractor shall place the aforementioned paragraph as a condition to be contained in any subcontract or assignment pursuant to this project.

**1.24 GENERAL CONTRACTUAL REQUIREMENTS**

Prospective Suppliers are responsible for familiarizing themselves with the Contract Agreement and the Contract General Conditions in the Project Manual.

**1.25 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.

**1.26 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 – GENERAL REQUIREMENTS**

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

**2.1 PROJECT DESCRIPTION**

This Invitation for Bid (IFB) is to obtain solicitations from qualified contractors to provide general contracting services for all labor, methods, material and equipment necessary to complete the UA Little Rock Coleman Creek Greenway Extension, at 2801 South University Avenue, Little Rock, AR.

Copies of drawings, specification and other proposed contract documents are on file at the following places:

**Open to Inspection**

Development Consultants, Inc.  
2200 N. Rodney Parham, Suite 220  
Little Rock, AR 72201

**For Purchase**

Southern Reprographics  
901 West 7th Street  
Little Rock, AR 72201

Due to the unique location of the worksite, specialized approaches will be needed to ensure the development of the site and the design of the pathway blends with surrounding areas and meets all regulatory requirements. In addition, construction activities must be performed in a manner which minimizes disruption to traffic and does not interfere with events that take place on campus.

**2.2 WAGE RATES**

- A. In accordance with Federal Requirements, Davis Bacon Wage Rate, as determined by Department of Labor, WILL be required under this contract.

**2.3 BIDDING DOCUMENTS**

- A. Prospective Suppliers may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional or Representative listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) or UALR - Purchasing are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all bids and to waive any formality.

**2.4 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**

- A. Prospective Supplier shall examine the Contract Documents and visit the project site of work. Prospective Supplier shall become familiar with all existing conditions and limitations under which the Work is to be performed, and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Prospective Supplier because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Prospective Supplier has made such examination.

**2.5 INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING**

- A. All references to the Owner shall be interpreted to mean the University of Arkansas at Little Rock, a campus of the University of Arkansas under the governance of the Board of Trustees of the University of Arkansas.
- B. If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the

project, written requests for interpretation or correction may be made to the UALR -Procurement Services within the time frame stated above.

- C. Address all communications regarding the Contract Documents to the Design Professional: Development Consultants, Inc. 2200 N. Rodney Parham Rd Suite 220, Little Rock, Arkansas 72112. In those instances where a Design Professional is not involved, address all such communications to University of Arkansas at Little Rock, Procurement Services, , 2801 South University Ave, Little Rock, Arkansas 72204 (501-569-3144).
- D. Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Prospective Supplier of record by the Design Professional; and in those instances where a Design Professional is not involved the UALR Purchasing shall distribute Addenda in the above referenced manner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.
- E. Addenda issued during the bidding period will be incorporated into the Contract Documents.

## **2.6 SUBSTITUTIONS**

- A. Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during bidding period.
- B. In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.

## **2.7 TYPE OF BID**

- A. The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered.
- B. The estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item, but shall not be considered by the Prospective Supplier as the actual quantities that may be required for the completion of the proposed work. Prospective Supplier shall state a unit price for every item of work named in the Proposal. Prospective Supplier shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be stated in figures and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.

## **2.8 PREPARATION OF BID**

- A. Bid shall be made on an unaltered Bid Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Bids shall be signed with name typed below the signature. Where Prospective Supplier is a corporation, bids shall be signed with the legal name of the corporation followed by the name of the state of incorporation, contractor's license number, and the signature of an authorized officer of the corporation.

## **2.9 BID GUARANTEE AND BONDS**

- A. Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$50,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier's check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract.
- B. The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

- C. Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.
- D. Should Prospective Supplier fail to enter into a contract and furnish the required bonds and insurance certificates within 10 days after receipt of Intent to Award, the bid guarantee will be forfeited to the Owner as liquidated damages.

## **2.10 PERFORMANCE AND PAYMENT BOND**

- A. Performance and Payment Bonds are not required for bids \$50,000.00 or under, except for roofing projects. For work exceeding \$50,000.00, the bidder shall furnish a Performance and Payment Bond in the amount equal to 100 percent of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident local agent licensed by the State Insurance Commissioner to represent the surety company. The bond shall be written in favor of the Owner. Prospective Supplier shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract. Bond must be amended and refiled for every Change Order issued during Construction.

## **2.11 SUBCONTRACTORS**

- A. Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractor's portion of the project is \$50,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVAC), Plumbing, Electrical and Roofing.
- B. A bidder should request clarification from the Design Professional (or from UALR Purchasing Department, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical -indicative of HVAC; electrical - indicative of wiring and illuminating fixtures; plumbing; roofing and sheetmetal work - indicative of roofing application) is a component of the project, but space has not been provided on the bid form for the listing of such or if the bid form lists a type of work that is not a component of the project. Clarification should be made in accordance with Instruction 3.2.
- C. For those bids where the listed subcontract work is \$50,000.00 or more, the prime contractor must make a decision as to which subcontractor he intends to use. The prime contractor shall place the names of each subcontractor and indicate whether the amount of the listed work is \$50,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed work, however, if the listed work is \$50,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name, and indicate in the space provided on the Bid Form whether the amount of the listed work is \$50,000.00 or more. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.
- D. In the event the amount of the listed subcontract work is below \$50,000.00, the Prime Contractor shall place the names of the person or firm performing the work and indicate in the space provided on the Bid Form whether the listed work is under \$50,000.00.
- E. It shall be mandatory that any subcontractors listed in (A) - (D) on the Bid Form by the Prime Contractor is awarded a contract under Ark. Code Ann. § 22-9-204. Prime Contractors who submit a bid listing unlicensed subcontractor or use unlicensed subcontractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform work having a value of \$50,000.00 or more on a state project are subject to a civil penalty, after notice and hearing, of not less than \$250.00 nor more than \$500.00 and may be suspended from bidding on state projects. In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid hereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional, the owner, and UA Systems Office.



**2.12 ELECTRICAL LICENSE REQUIREMENT**

- A. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
- B. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.
- C. Pursuant to Ark. Code Ann. § 22-9- 404, the Prospective Supplier may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Prospective Supplier.

**2.13 SUBMISSION**

- A. Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with: project name and number, name of Prospective Supplier, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Prospective Supplier, and the corrected entry inserted on the Bid Form.

**2.14 MODIFICATION AND WITHDRAWAL**

- A. Prospective Supplier may withdraw bid at any time before bid opening and may resubmit up to the date and time designated for receipt of bids. No bid may be withdrawn or modified after time has been called for the bid opening. Oral modifications to bids will not be considered. Prospective Supplier may submit written modifications to bid in writing, by telegraph, or by facsimile at any time prior to the expiration of the bidding time and date and shall so word the modification(s) as to not reveal the amount of the original bid. Telegraph or facsimile modifications shall require written confirmation over the Prospective Supplier's signature within 24 hours after bid opening.

**2.15 DISQUALIFICATION OF BIDDERS**

- A. The Owner shall have the right to disqualify bids (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Prospective Supplier, to reject a bid not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Bid which is in any way incomplete or irregular.

**2.16 APPLICABLE LAWS**

- A. Labor: Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.
- B. Discrimination: Prospective Supplier shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Prospective Supplier shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to nondiscrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Prospective Supplier has violated state or federal laws or regulations, the Owner or UA Systems, or both may impose a range for appropriate remedies up to and including termination of the Contract.
- C. Taxes: Prospective Supplier shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- D. State Licensing Laws for Contractors:

UNIVERSITY OF ARKANSAS AT LITTLE ROCK  
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1. Disclosure: Potential Prospective Suppliers are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract, nor can UA Systems approve any such contract, for which disclosures are not made and the verbiage of paragraphs a, b, and c below will be included in the body of any contract awarded.
  2. Potential Prospective Suppliers are hereby notified that:
    - a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).
    - b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:
    - c. Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
  3. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.
    - a. Note: A copy of the "Contract and Grant Disclosure and Certification Form" is included at the end of this division.
- E. Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- F. The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §14-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., Ark. Code Ann. § 22-2-101 et seq. and the Owner's established procedures.

**2.17 LIQUIDATED DAMAGES**

- A. The amount of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Prospective Supplier understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.

**2.18 EVALUATION AND CONSIDERATION OF BIDS**

- A. It is the intent of the Owner to award a Contract to the lowest responsive qualified Prospective Supplier provided the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds appropriated for the project by more than 25%. The Owner shall have the right to waive any formalities in a bid received and to accept the bid which, in the State's judgment, is in its best interests. The Owner shall have the right to accept bids for a period not to exceed 30 days.
- B. Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid opening, then the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing will be conducted by UALR personnel and another person so designated by UALR in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the Owner. Documentation of the drawing shall be included on the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the Owner reserved right to reject any and all bids and to waive any formalities.

**2.19 EXECUTION OF CONTRACT**

- A. The apparent low Prospective Supplier shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract.
- B. The successful Prospective Supplier will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Prospective Supplier to do so may result in the Prospective Supplier being rejected and could result in disqualification and forfeiture of bid bond.
- C. The successful Prospective Supplier will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

**2.20 CONDENSATION OF CLAUSES**

- A. The specifications are condensed in the interests of brevity and clarity. Incomplete sentences have been used; words such as "a", "the", "all", and the phrases, "the contractor shall", "shall be", "as indicated on the drawings", have been intentionally omitted. "Provide" means "furnish and install". "Including" means "including, but not limited to". Refer any questions of interpretation to the Architect immediately.