



Procurement Services

University of Arkansas at Little Rock

2801 S. University Ave., Little Rock, AR 72204-1099 | (O) 501.916.3144 | (F) 501.916.3425

INVITATION FOR BID

SOLICITATION INFORMATION

Solicitation Number:	FB-23-036	Solicitation Issued:	July 10, 2023
Description:	Bottled Water, Filtered Water, and Beverage Service for UA Little Rock Main and Bowen School of Law Campuses		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	August 7, 2023	Bid Opening Time:	2:00 p.m., CST
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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 suppliers to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids".

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	University of Arkansas at Little Rock Procurement Services - University Services Building C100 2801 South University Little Rock, AR 72204
	Suppliers are responsible for delivery of their bid documents to the University of Arkansas at Little Rock prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address. Supplier assumes all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of bid opening• Prospective Supplier's name and return address

UA LITTLE ROCK CONTACT INFORMATION

Buyer:	Noel Johnson	Main Number:	501-916-3144
Email Address:	bnbartlett@ualr.edu		

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SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the University of Arkansas at Little Rock to obtain pricing for bottled water, filtered water, and coffee services for UA Little Rock Main Campus and the Bowen School of Law Campus.

1.2 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 **1.6 Clarification of IFB and Questions.**

1.3 TYPE OF CONTRACT

- A. As a result of this IFB, UA Little Rock intends to award a contract to multiple suppliers.
- B. The anticipated starting date for any resulting contract is **August 15, 2023**, except that the actual contract start date may be adjusted unilaterally by the University for up to three calendar months.
- C. By submitting a signed proposal 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.
- D. The initial term of a resulting contract will be awarded thru **June 30, 2025**. Upon mutual agreement by the Supplier and university, the contract may be renewed by UA Little Rock for up to five (5) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 SCHEDULE OF EVENTS

ID	Event Description	Date
1	Release of IFB	July 10, 2023
3	Questions from Bidders due	July 27, 2023
4	Answers to questions posted*	July 31, 2023
5	Bid Deadline/ Bid Opening	August 7, 2023 @ 2:00 PM CST
7	Evaluation*	August 2023
8	Award Commences*	August 2023

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

1.5 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. The buyer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- C. "Prospective Supplier" means a responsible offeror or respondent who submits a proposal in response to this solicitation.
- D. The terms "Invitation for Bid", "IFB," "IFB Solicitation," and "Solicitation" are used synonymously in this document.
- E. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this IFB.
- F. "Proposal Submission Requirement" means a task a Prospective Supplier **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.

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- G. "Requirement" means a specification that a Supplier's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "**shall**" or "**must**" in the requirement.
- H. "University" means the University of Arkansas at Little Rock. When the term "University" is used herein to reference any obligation of the University under a contract that results from this solicitation, that obligation is limited to the University using such a contract.
- I. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
- J. Suppliers may request exceptions to NON-mandatory items. Any such request **must** be declared on the bid submission. Supplier **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.
- K. "Prospective Supplier", "Supplier", and "Bidder" means a person who sells or contracts to sell commodities and/or services.
- L. "University of Arkansas at Little Rock", "UA Little Rock", "campus", and "university" are used synonymously in this document.
- M. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- N. "State Holiday" means the following days during the year when State Offices are closed:
 - Christmas Day
 - Christmas Eve
 - Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Independence Day
 - Labor Day
 - Memorial Day
 - New Year's Day
 - Thanksgiving Day
 - 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.

1.6 **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 1.4 to the buyer as shown on page one (1) of this *IFB Solicitation*.
 - 1. For each question submitted, Prospective Supplier should reference the specific solicitation item number to which the question refers.
 - 2. Prospective Suppliers' written questions will be consolidated and responded to by the University as deemed appropriate. The University's consolidated written response is anticipated to be posted to the University's website by the close of business on the date provided in Section 1.4, Table A. If Prospective Supplier questions are unclear or non-substantive in nature, the University may request clarification of a question(s) or decline to answer.
- B. The Prospective Supplier should notify the buyer of any term, condition, etc., that precludes the Prospective Supplier from submitting a compliant, responsive proposal. Prospective Suppliers should note that it is the responsibility of the Prospective Supplier to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
- C. Prospective Suppliers may contact the buyer with non-substantive questions at any time prior to the proposal opening.
- D. An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation 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.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.

- 1. The Proposal Packet should be clearly marked "Original" and **must** include the following:

- a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subprospective suppliers Form*, if applicable. (See *Subprospective suppliers*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
2. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form.
 - b. Copy of Supplier's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Pricing is requested for this solicitation and **must** be submitted **separately** with the response. (See *Pricing*.)
- C. Additional Copies and Redacted Copy of the *Technical Proposal Packet*
In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
1. Additional Copies of the *Technical Proposal Packet*
 - a. One (1) electronic copies of the *Technical Proposal Packet*, on flash drives, preferably in PDF.
 - b. If the University requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
 2. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, on a flash drive. (See *Proprietary Information*.)

1.8 **ACCEPTANCE REQUIREMENTS**

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

1.9 **ADDITIONAL TERMS AND CONDITIONS**

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

1.10 **PRIME SUPPLIER RESPONSIBILITY**

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

1.11 **UNIVERSITY CONTRACT ADMINISTRATOR:**

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

1.12 **PIGGYBACK CLAUSE**

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

1.13 INDEPENDENT PRICE DETERMINATION

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

1.14 PROPRIETARY INFORMATION

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

1.15 CAUTION TO SUPPLIERS

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

1.16 REQUIREMENT OF ADDENDUM

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

1.17 AWARD PROCESS

- A. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
- B. UA Little Rock may move forward to negotiations with those responsible prospective suppliers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- C. 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. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.

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.
- B. Suppliers can only register if a UA Little Rock employee invites them to do so in PaymentWorks.
- C. Failure to register in PaymentWorks may result in the cancellation of this award.
- D. 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 Veterans 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 Supplier's Certification Number should be included on the Supplier's *Proposal Signature Page*.

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 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.

1.21 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 prospective supplier Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

1.22 PAST PERFORMANCE

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

1.23 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.

1.24 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.

SECTION 2 – SPECIFICATIONS

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

2.1 SCOPE OF WORK

- The supplier shall be entirely responsible for receiving, handling, storage and delivery of all materials and equipment and shall make arrangements with individual departments upon the department's request.
- Water Coolers and installation will be provided on a supplier furnished and installation basis.
 - The supplier will have the complete responsibility for the coolers to ensure they are in place and working properly at all times. All transportation and installation arrangements will be the responsibility of the supplier.
 - Initial delivery of coolers and installation of any related filtration system must be coordinated with the ordering department representative.
- All crating and other debris must be removed from the premises by the supplier. The supplier will be solely responsible for repairing any and all damage to the premises resulting from the installation process.
- Supplier is responsible for delivery of products upon request to the desired location. Elevators may not be available in all locations.
 - This contract may include, but not be limited to, the following products:
 - Bottled water, 0.5 liter, 8 fl. oz, 16 fl. oz
 - 5.0 Gallon Pet Bottles
 - K-Cup Pods
 - Coffee Creamer Singles and Canister
 - Sugar Canister
 - Hot/Cold Disposable Cups, 10 and 12 oz
 - Stir Sticks
 - Coffee Filters

2.2 DELIVERY AND SHIPPING

The university requests delivery within 5 calendar days after submission of an order. If this delivery schedule cannot be met, the supplier must state the number of days required to place the commodity in the designated location. Failure to state the delivery time obligates the bidder to complete the delivery by the requested date.

The supplier shall give the university immediate notice of any anticipated delays or delays caused by force majeure. Extended delivery dates may be considered when in the best interest of the university.

All deliveries must be made during normal state work hours, within the agreed upon number of days unless otherwise arranged and coordinated with the university, and delivered to the FOB destination below:

FOB DESTINATION

University of Arkansas at Little Rock
ATTN: Requesting Department's Name
2801 S. University Ave
Little Rock, AR 72204

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

2.3 REFERENCES

Prospective supplier must list three (3) references that Bottled water, filtration water and coffee services has been provided to in the past two years and bidder must have had a supply/delivery contract.

2.4 INVOICES AND MONTHLY STATEMENTS

Supplier shall submit an accurate, itemized invoice bearing the company logo to Accounts Payable as outlined in Section 3.1. All statements must reference the supplier contract number (SPC number).

2.5 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures,

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or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.

- B. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Supplier so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:
 - 1. UA Little Rock will notify the prospective supplier of unacceptable performance and a meeting between UA Little Rock and the prospective supplier will take place to discuss and develop an informal plan of change.
 - 2. UA Little Rock will notify the prospective supplier in writing of noncompliance of program deliverables and performance indicators. Within ten (10) working days of notification of noncompliance, prospective supplier must submit and implement a corrective action plan that is acceptable to UA Little Rock then pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by UA Little Rock.
- G. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- H. In the event a Performance Standard is not met, the prospective supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the prospective supplier that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
- I. Should any compensation be owed to the University due to the assessment of damages, the prospective supplier **shall** follow the direction of the agency regarding the required compensation process.

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
Response time to departmental requests/communications	Within 48 hours of department request/communications	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.
Delivery and pickup is provided in a timely and professional manner	Within 5 business days of department request	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.
Invoices received in a timely manner	Invoices sent to Accounts Payable within 3 business days after service/delivery completion	Failure to meet the standard will result in a negative Vendor Performance Report and may be cause for contract cancellation.

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 prospective supplier has successfully satisfied UA Little Rock as to the services rendered.
- D. Supplier should invoice UA Little Rock by an itemized list of charges.
- E. Purchase Order Number and, if applicable, Supplier Contract 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:
 - i. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
 - ii. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
 - iii. To indemnify, defend, or hold harmless any party for any liability and damages
 - iv. Upon default, to pay all sums to become due under a contract
 - v. To pay damages, legal expenses or other costs and expenses of any party
 - vi. To continue a contract once the equipment has been repossessed
 - vii. To conduct litigation in a place other than Pulaski County, Arkansas
 - viii. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
- B. A party wishing to contract with the University of Arkansas at Little Rock should:
 - i. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession
 - The right to accrued payments
 - The right to expenses of de-installation
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
 - ii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
 - iii. Include in its contract that the laws of the State of Arkansas govern the contract
 - iv. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
- C. The University of Arkansas at Little Rock may contract with another party:

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

3.3 CONDITIONS OF CONTRACT

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

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 prospective supplier-owned items to be delivered or to be used in the installation of deliverables.
- B. The Supplier **shall** be required to retain total liability until the deliverables have been accepted by the "authorized UA Little Rock official."
- C. At no time will UA Little Rock be responsible for or accept liability for any Supplier-owned items.

3.5 RECORD RETENTION

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

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

3.8 CONFIDENTIALITY

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

3.9 TIME OF PERFORMANCE

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

3.10 DEFAULT

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

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

3.12 PERMITS AND LICENSES

Prospective supplier 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 30 days written notice of such termination to the seller.
- B. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Supplier for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Supplier for products and/or services ordered and received prior to the date of termination.

3.14 INDEPENDENT SUPPLIER STATUS

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

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 Supplier's records and manufacturer's pricing relevant to all pricing provided under this agreement.
- B. In the event such an audit by the University reveals any errors/overpayments, the Supplier shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

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

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 30 days written notice of intent to cancel.
- B. Cause for the University to cancel shall include, but is not limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the period of the contract; or failure to perform to contract conditions.
- C. The prospective supplier 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 prospective supplier within period of 30 days following the date of expiration or cancellation.
- D. Cancellation by the University does not relieve the prospective supplier of any liability arising out of a default or nonperformance.
- E. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

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

3.22 AWARD RESPONSIBILITY

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

3.23 NEGOTIATIONS

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

3.24 GOVERNING LAW

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

4.1. PREPARATION OF PROPOSALS

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

4.2. SUBMISSION OF PROPOSALS

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

4.3. ACCEPTANCE OF PROPOSALS

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

4.4. ERROR IN BID

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

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 Proposa, or as expressly stated in the Invitation for Bid.
- D. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.

4.6. DELIVERY

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

4.7. ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the prospective supplier 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 bid price.
- B. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

4.9. DEFAULT

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

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 waiver is not given so as to deliberately favor any single Supplier and would have the same effect on all Suppliers.

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 prospective supplier 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 prospective supplier within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the prospective supplier of any liability arising out of a default or nonperformance. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

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 is 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 Supplier 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 prospective supplier 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 prospective supplier may file claim with Arkansas Claims Commission. If the prospective supplier has provided services and there are no funds legally available to pay for the services, the prospective supplier may also file 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 there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subprospective supplier of Supplier.

4.18. INVOICING

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

4.19. PRICING

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

4.20. GUARANTY

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

4.21. STORAGE

UA Little Rock will be responsible for storage if the prospective supplier 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 prospective supplier hereunder or in contemplation hereof or developed by the prospective supplier 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 prospective supplier's expense. Commodities must be properly identified by description when returned.

4.24. PATENTS OR COPYRIGHTS

The prospective supplier 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 prospective supplier and UA Little Rock have 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 bon a fide employees or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

4.28. ANTI-TRUST 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 bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

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 his bid, and if any section of those terms are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this 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, Supplier hereby certifies to the University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

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 business. Bidders unable to include minority owned business as subprospective suppliers “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 rejection of bid..