



## **Solicitation Terms and Conditions**

The terms and conditions stated herein apply to any UA Little Rock bid, solicitation, or proposal. Additional terms and conditions may be contained within the solicitation, and it is the sole responsibility of the prospective supplier to review and become familiar with all applicable Terms and Conditions. **Failure to conform to this standard may result in the rejection or disqualification of the bid, solicitation, or proposal.**

### **Preparation of Bids**

- A. Failure to examine any drawings, specifications, and instructions will be at the supplier's risk.
- B. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by the person signing the bid.

### **Prime Contractor Responsibility**

- A. A single prospective supplier must be identified as the prime contractor for each submitted proposal.
- B. The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the university for the performance thereof.
- C. The prime contractor is responsible for reporting subcontractor or tier 2 diversity spend based on the state MWOB definitions in section 29 of these terms and conditions.
  - a. Diversity spend reports should be emailed to [procurement@ualr.edu](mailto:procurement@ualr.edu) within the timeframe specified in discussions or upon completion or fulfillment of the contract.
  - b. The PO or SPC number, prime contractor name, and "Diversity Spend Report" should be in the subject line of the email.
  - c. Prospective suppliers unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

### **Award Process**

#### **A. Discussions**

- a. The university will move into discussions with the responsible prospective supplier(s) whose proposal(s) have been determined to be reasonably susceptible to being selected for award.
- b. Discussions may be conducted with the highest-ranking prospective supplier based on the grand total score for each proposal or with multiple prospective suppliers reasonably susceptible to being awarded a contract.
- c. Should the university choose to engage in discussions with the highest-ranking prospective suppliers, the prospective suppliers invited to participate in discussions shall provide all documents required during discussions.

- i. Should the university determine, through discussions, that the prospective supplier's solution, approach, timelines, deliverables, expectations of the university, or a combination thereof makes the prospective suppliers no longer reasonably susceptible to being awarded a contract, the university may abandon discussions with that prospective supplier and may proceed to additional rounds of discussions with the next highest-ranking prospective supplier.
- d. Should the university choose to engage in discussions with multiple prospective suppliers contemporaneously, each prospective supplier invited to participate in discussions shall provide all documents required during discussions.
  - i. Should a prospective supplier not provide the required documents within the timeframes requested by the university or choose not to engage in the discussion process, the prospective supplier's proposal will be considered withdrawn and will not be subject to further consideration in the solicitation process.
- e. If discussions necessitate material revisions of proposals, each responsible prospective supplier reasonably susceptible of being awarded a contract will be provided an opportunity to revise its proposal to submit a best and final offer.
- f. During the discussion kick-off meeting, the prospective supplier shall provide the following documents to the university:
  - i. A detailed scope of work that clearly identifies the prospective supplier's understanding, implementation, and performance of services required in this solicitation, including all activities required by the supplier and all activities expected by the university.
  - ii. A risk management plan intended to mitigate any risks, including but not necessarily limited to, the risks identified in the risk plan submitted in the prospective supplier's Technical Proposal Packet
  - iii. A proposed financial summary, including
    - 1. The completed pricing response and recommended options form submitted in the prospective supplier's Technical Proposal Packet
    - 2. A proposed payment schedule
  - iv. Proposed project management and reporting templates
- g. During the discussions kick-off meeting, the prospective supplier shall address questions and/or concerns the university may have to the satisfaction of the university.
- h. During discussions, the prospective supplier shall revise the discussion documents until an agreement is made and the university has provided final approval.
  - i. The prospective supplier shall attend follow-up discussion meetings as determined necessary by the university. Reasonable efforts will be made to accommodate scheduling conflicts.
- i. During discussions, the prospective supplier shall present a final draft of the discussion documents to the university, including, at minimum:
  - i. A summary of all plans and scope of work developed during the discussion process and mutually agreed upon by the university and the prospective supplier
  - ii. A detailed scope of work clearly identifies the prospective supplier's implementation and performance of services required in this solicitation,

- including all provisions negotiated and agreed upon by the university and the prospective supplier since the discussions kick-off meeting
- iii. Description of deliverables in terms of simplified metrics
  - iv. The Risk Management Plan
  - v. Project management and reporting templates
  - vi. Financial summary, including
    - 1. The completed Pricing Response was submitted with the prospective supplier's Technical Proposal Packet
    - 2. A list of agreed upon and accepted recommended options (with impact to price)
    - 3. A payment schedule
    - 4. Contact information for the prospective supplier's key personnel
  - j. During discussions, the prospective supplier shall present the final drafts of the items and shall summarize the coordination and planning completed during the discussion process.
  - k. Once approved by the university, final document drafts will become part of the resulting contract.
  - l. The prospective supplier may determine which key personnel will attend the discussion meetings.

#### **B. Anticipation to Award**

- a. Once an anticipated supplier has been determined, the anticipated award will be posted to the university bid website.
- b. It is the responsibility of prospective suppliers to check the bid website for the posting of an anticipated award.
- c. Anticipated awards will generally be posted for fourteen (14) days before the issuance of a contract. These notices are anticipated awards only and are subject to protest.
- d. A contract resulting from this solicitation may be subject to review and approval processes before award, which may include Legislative review.

#### **C. Formation of the Contract**

- a. At its option, the university may take either of the following actions to create a contract with the selected supplier:
  - i. Accept a bid response, which refers to the solicitation, as written, by issuing a written notice to the selected supplier that is then accepted by the supplier.
  - ii. Enter discussions with one or more suppliers to reach a mutually beneficial agreement, which will be executed by all parties and will be based upon this solicitation, the bid response submitted by one or more suppliers, and any negotiations concerning these documents.
  - iii. Because UA Little Rock may use alternative (1) above, each supplier shall accept the contents of the solicitation which will be incorporated into any final contract documents and will include standard terms and conditions located here, <https://www.uasys.edu/system-office/finance-and-administration/procurement/>.
- b. If the supplier submits standard terms and conditions with the bid, and if any section of those terms conflicts with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this solicitation, the supplier's bid response, and Arkansas state law.

- c. Notwithstanding any terms or conditions to the contrary, nothing within the supplier's bid response shall constitute a waiver of any immunities to suit legally available to UA Little Rock, its trustees, officers, employees, or agents, including, but not limited state and federal constitutional and statutory sovereign immunity of the State of Arkansas and its officials.
- d. Note: The successful supplier may be required to enter into a Professional Services or Technical/General Services Contract that may require Legislative review approval before award. See the following link for reference:  
<https://www.transform.ar.gov/wp-content/uploads/2021/08/Services-Contract-SRV-1-Fillable-Form-V.2.pdf> (Additional processing time must be allotted if the subsequent contract is subject to this requirement).

#### **D. Terms and Conditions of Supplier**

- a. To be considered, prospective suppliers must include as part of their bid all of the provisions of the solicitation. An official authorized to bind the prospective supplier to the resultant contract must sign bids.
- b. If the prospective supplier submits standard terms and conditions with their bid, and if any section of those terms conflicts with the laws of the State of Arkansas, the laws of the State of Arkansas will govern.
- c. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of the solicitation and the prospective supplier's response.

#### **E. Issuance of Contract**

- a. A purchase order or contract will be awarded to the successful prospective supplier within the time of acceptance specified in the solicitation, resulting in a binding contract without further action by either party.
- b. Any resultant contract is subject to UA Little Rock, UA System, and State of Arkansas review and approval processes, including Legislative Review, before award.

#### **Doing Business with UA Little Rock**

- A. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, the university's supplier management system.
- B. Procurement Services shall issue to the apparent winning supplier an invitation to register 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/>.

#### **Time of Performance**

Time is of the essence in the rendering of services or the deliverance of goods. The prospective supplier agrees to perform all obligations and render services or deliver goods in a timely fashion.

#### **Delivery**

- A. The solicitation will show the number of days to place a commodity in the university-designated location under normal conditions. If the prospective supplier cannot meet the stated delivery, alternate delivery schedules may become a factor in the award. The university has the right to extend delivery if the reasons appear valid.

- B. Delivery shall be made during university work hours only, 8:00 AM to 4:00 PM unless otherwise arranged and coordinated with the university.
- C. A packing memorandum shall be enclosed with each shipment.

#### **Acceptance and Rejection of Goods or Services**

- A. Final inspection and acceptance or rejection may be made at the delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable.
- B. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the prospective supplier promptly after notification of rejection.
- C. 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 that are not in accordance with the specification.
- D. 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.
- E. All debris must be removed from the university after the installation of goods or completion of service.

#### **Pricing**

- A. Prospective supplier(s) shall include all pricing as requested in the solicitation.
  - a. If any cost is not identified by the successful supplier but is subsequently incurred to perform its contractual obligations, the supplier shall bear this additional cost.
- B. If the official solicitation price sheet does not allow for accurate pricing, please notify the buyer listed on page 1 of the solicitation at least seventy-two (72) hours before the solicitation submission deadline.
- C. Prospective suppliers must quote F.O.B. destination inside delivery and must bid the unit price. In case of extension errors, unit prices shall govern.

#### **D. 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.
  - i. The request must include supporting documentation demonstrating that the increase in contract price is based on an increase in market price.
  - ii. The university shall have the right to require additional information pertaining to the requested increase.
- c. Price Increase requests to increase profit or margins shall not be considered.
- d. The university shall have the right to approve or deny the request.

#### **E. Price Decrease**

- a. In the event of a price decrease, the university shall be guaranteed the full benefit of any savings that may occur during the term of this contract.
- F. "Discount from list" bids or proposals are not acceptable unless requested in the Solicitation.
- G. Do not include State or local sales taxes in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the solicitation.

#### **Independent Price Determination**

- A. By submission of a bid or proposal, the prospective supplier represents and warrants that the prices in the bid or proposal have been arrived at independently, without any collusion with another competing prospective supplier.
- B. Collusion violates Arkansas Procurement Law. Not only can it lead to suspension or debarment, it can be referred to the Attorney General's office for investigation and appropriate legal action.

**Waiver**

- A. 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 to deliberately favor any single prospective supplier and would have the same effect on all prospective suppliers.

**Insurance Requirements (if applicable)**

- A. The successful supplier shall purchase and maintain at the contractor's expense, the following minimum insurance coverage for the period of any contract.
  - a. Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer Liability Insurance with a policy limit of not less than \$100,000 for each accident, \$500,000 for disease, and \$100,000 for disease for each employee.
  - b. Comprehensive General Liability, with no less than \$1,000,000 for each occurrence/\$2,000,000 aggregate for bodily injury, product liability, contractual liability, and property damage liability.
  - c. Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 for each occurrence.
- B. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
- C. Certificates evidencing the effective dates and amounts of such insurance must be provided to the university before the commencement date of the agreement and on an annual basis.
- D. Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UA Little Rock. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from the Contractor's operations on campus. Contractor shall also be responsible for payment of workers' compensation insurance for all Contractor's employees as required by the State of Arkansas.
- E. The contractor shall furnish UA Little Rock with a certificate(s) of insurance affecting coverage required herein. Failure to file certificates or acceptance by UA Little Rock of certificates that do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the university, its trustees, officials, employees, agents, or volunteers. Proof of Insurance must be included in the bid or proposal.
- F. The contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

**Bid Bond**

- A. A bid bond may be required to accompany the delivery of the proposal.
- B. If a bid bond is required it will be indicated as a required item in the solicitation.
- C. The bond shall be in the form of a certified check, money order, or bond by a qualified bonding company in the amount of five (5) percent of the total proposal cost and made payable to the University of Arkansas at Little Rock.
- D. All bid bonds will be returned to unsuccessful firms upon the awarding of the contract.

**Past Performance**

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

**Confidentiality**

- A. The supplier, supplier's subsidiaries, and supplier's employees shall be bound to all laws and to all requirements outlined in the solicitation concerning the confidentiality and secure handling of information of which they may become aware throughout the contract term.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for contract termination, and the university shall have the right to terminate the contract on these grounds.
- C. Previous sections of the solicitation may contain additional confidentiality requirements.

**Proprietary, Confidential, and Exempt Information**

- A. Submitted solicitation documents become the property of the university and are subject to the Arkansas Freedom of Information Act (FOIA).
  - a. UA Little Rock will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the owner until the notice of intent to award has been completed.
  - b. UA Little Rock will also rely on a FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and under Arkansas statute, bid information will be available for public review upon FOIA request.
  - c. All respondents 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 respondent 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.
- B. In accordance with FOIA, and to promote maximum competition in the university's competitive sealed bidding and sealed proposal process, the university may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets, personally identifiable information, and other information exempted from public disclosure according to FOIA.
- C. Under no circumstances will pricing information submitted in response to an invitation for sealed bids or request for sealed proposals be designated as confidential after the sealed bids or sealed proposals have been opened.



- D. Consistent with and to the extent permitted under FOIA, any prospective supplier may designate appropriate portions of a bid or proposal as confidential by submitting a redacted copy of the bid or proposal. By so redacting any information contained in the bid or proposal, the prospective supplier warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- E. If a prospective supplier deems part of the information contained in a response not to be a public record, the prospective supplier should submit a complete copy of the submission documents from which any proprietary, confidential, or exempt information has been redacted within their bid or proposal response. Except for the redacted information, the redacted copy must be identical to the non-redacted bid or proposal response, reflecting the same pagination and showing the space from which information was redacted.
- F. The prospective supplier is responsible for identifying all proprietary, confidential, and exempt information and for ensuring it is protected against restoration of redacted data.
- G. The redacted copy will be open to public inspection under FOIA without further notice to the prospective supplier. If the university deems redacted information to be subject to a public record request under FOIA, the university will endeavor to notify the prospective supplier before the release of the redacted record.
- H. The university has no liability to a prospective supplier with respect to the disclosure of the prospective supplier's confidential or proprietary information ordered by a court of competent jurisdiction under FOIA or other applicable law.

#### **Caution to Prospective Suppliers**

- A. Before any contract award, all communication concerning the solicitation must be addressed through the buyer listed on page one of the solicitation document.
- B. Suppliers must not alter any language in any solicitation document provided by the university.
- C. Suppliers must not alter any pricing documents provided as part of any solicitation document provided by the university.
- D. All official documents and correspondence related to the 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 outlined in the solicitation.
- I. Prospective suppliers may submit multiple proposals.

#### **Quantities**

- A. Quantities stated in a proposal for term contracts are estimates only and are not guaranteed. The supplier must bid or propose a unit price on the estimated quantity and unit of measure specified. The university may order more or less than the estimated quantity on term contracts.
- B. Quantities stated on firm contracts are actual requirements of the university.



### **Guaranty**

- A. All items bid shall be newly manufactured, in first-class condition, of the latest model and design, to include where applicable containers suitable for shipment and storage.
- B. The prospective supplier 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.
- C. The supplier further guarantees that, if the items furnished hereunder are to be installed by the supplier, such items will function properly when installed.
- D. The supplier also guarantees that all applicable laws relating to construction, packaging, labeling, and registration have been complied with. The supplier's obligations under this paragraph shall survive for one (1) year from the date of delivery, unless otherwise specified herein.

### **Samples**

- A. Samples or demonstrators, when requested, must be furnished free of expense to the university. Each sample should be marked with the prospective supplier's name and address, bid/proposal or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at the prospective supplier's expense.
- B. Tests may be performed on samples or demonstrators submitted with the bid/proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the supplier.

### **Brand Name References**

- A. Unless otherwise specified in the solicitation, any catalog brand name or manufacturer reference used in the solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids or proposals on brands of like nature and quality will be considered.
- B. If bidding or proposing on other than referenced specifications, the bid or proposal 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.
- C. The university shall have 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 prospective supplier to supply additional descriptive material.
- D. The prospective supplier shall guarantee that the product offered will meet or exceed the specifications identified in the solicitation.
- E. Prospective suppliers not bidding or proposing an alternate to the referenced brand name or manufacturer shall be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
  - a. Prospective suppliers are requested to submit technical and descriptive literature with the bid.
  - b. Information submitted shall be sufficiently detailed to substantiate that the product offered meets or exceeds specifications.
  - c. Failure to comply with this request may result in bid rejection.

### **Amendments**

- A. Prospective supplier's bids or proposals cannot be altered or amended after the bid or proposal opening except as permitted by law or rule.

**Addendums**

- A. Only an addendum written and authorized by the university will modify the solicitation.
- B. An addendum posted within three (3) calendar days before the bid or proposal opening may extend the bid or proposal opening and may or may not include changes to the solicitation.
- C. The prospective supplier is expected to check the UA Little Rock bid webpage, <https://ualr.edu/procurement/bids/>, for any and all addenda up to bid or proposal opening.

**Bid Openings**

- A. Bid openings will be open to the public.
- B. Openings will serve only to open and read each bid or proposal.
- C. Prices will be tabulated and read aloud, when practical, during the bid opening for informal bids only.
- D. No discussion will be entered into with any prospective supplier as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**Alternate Bids**

- A. 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.

**Error in Bid**

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

**P-Card Acceptance**

- A. Awarded supplier should have the capability of accepting the State's authorized Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) must not be levied against the State when accepting the p-card as a form of payment.
- C. P-card is not the exclusive method of payment.

**Payment and Invoice Provisions**

- A. All payments are made in accordance with applicable State of Arkansas accounting procedures.
- B. Payment will only be made after the supplier has successfully provided the university with the requested goods and/or services.
- C. UA Little Rock may not be invoiced before the delivery and acceptance of any equipment, service, or commodity.
- D. Suppliers should invoice the university with an itemized list of charges.
- E. The supplier should reference the purchase order (PO) number and/or supplier contract number (SPC) on each invoice.
- F. All invoices shall be emailed to [accountspayable@ualr.edu](mailto:accountspayable@ualr.edu) or mailed to:  
University of Arkansas at Little Rock  
Attention: Accounts Payable  
2801 South University Ave.  
Little Rock, Arkansas 72204

## **Minority and Women-Owned Business Policy**

- A. Minority participation is encouraged in this and all other procurements by State agencies.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as a lawful permanent resident of this State who is at least one of the following:
- African American
  - Hispanic American
  - American Indian
  - Asian American
  - Pacific Islander American
  - Woman
  - Service Disabled Veteran as designated by the United States Department of Veterans Affairs
- C. In accordance with the Minority and Women-Owned Business (MWOB) Economic Development Act, UA Little Rock shall support to the fullest all possible participation of companies owned and controlled by minority persons and women in state-funded and state-directed public programs and in the purchase of goods and services to meet an annual goal of fifteen percent (15%) of the total expended.
- a. Eligibility and Certification: The Arkansas Economic Development Commission (AEDC) conducts a certification process for minority-owned and women-owned businesses.
  - b. Increase the opportunity for your minority or women-owned business to sell products and services to the State of Arkansas:  
<https://www.arkansasedc.com/community-resources/Minority-and-Women-Owned-Business-Enterprise-Resources/detail/get-certified>.
  - c. Certification indicates that your company has undergone a review process to show that it is 51% or more owned, controlled, and operated by a minority or woman as defined above. Certification is granted for two years and allows participation in the procurement process as a MWOB.
- D. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- E. If certified, the prospective supplier's Certification Number should be included on the Proposal/Response Signature Page.
- F. Recommended Resources:
- a. Doing Business with UA Little Rock: Resources and information on doing business with UA Little Rock: <https://ualr.edu/procurement/suppliers/>
  - b. Doing Business with the State: Registering your company with the Office of State Procurement as a vendor allows you to do business with the State of Arkansas: <https://www.dfa.arkansas.gov/procurement/vendor-information/>
  - c. APEX assists Arkansas small businesses to succeed in obtaining government contracts: <https://www.uaex.edu/business-communities/arkansas-ptac/default.aspx>.
  - d. Arkansas Small Business and Technology Development Center: <https://ualr.edu/cbhhs/centers-and-community-outreach/asbt/dc/>

## **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 to have an EO Policy must submit a written statement to that effect.

#### **Prohibition of Employment of Illegal Immigrants**

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

#### **Restriction of Boycott of Israel**

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

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

- A. Under Arkansas Code Annotated § 25-1-1002, the respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.
- B. The preceding does not apply to
  - a. A financial services provider as defined in Arkansas Code Annotated. § 25-1-1001(8)(A),
  - b. An agreement with a total potential value of less than \$75,000, or
  - c. A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

#### **Restriction of Contracts with Scrutinized Companies**

- A. In accordance with Arkansas. Code Annotated. § 25-1-1001, the respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the supplier or hold a majority interest in the supplier. Supplier further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of the supplier, or in a subcontractor to be employed by the supplier.
  - a. A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership, and includes any for-profit parent, subsidiary and affiliate of such a company.

- b. This restriction applies regardless of the source of the funds, but does not apply to exempt commodities and services.

**Discrimination**

- A. To comply with the provision of Act 954 of 1977 relating to unfair employment practices, a supplier agrees that:
  - a. The supplier shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin;
  - b. In all solicitations or advertisements for employees, the supplier shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin;
  - c. The supplier will furnish such relevant information and reports as requested by the Human Resources Commission to determine compliance with the statute;
  - d. Failure of the supplier to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be canceled, terminated, or suspended in whole or in part;
  - e. The supplier shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or supplier.

**Contingent Fee**

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

**Intergovernmental/Cooperative Use of Proposal and Contract**

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

**Governing Law**

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