



UNIVERSITY
of ARKANSAS
AT PINE BLUFF
1873

1200 N. University Drive
Pine Bluff, Arkansas 71601

INVITATION FOR BID

BID SOLICITATION DOCUMENT

Issue Date: August 22, 2023	Bid Opening Date: September 15, 2023
Bid No: UAPB P178	Bid Opening Time: 10:00 A.M. CST
Bid Subject: 2023 CAMPUS PROMOTIONAL ITEMS	Type of Contract: TERM
SUBMIT TO: UAPB Procurement Department	FOB: UAPB Warehouse
BY MAIL: P.O. BOX 4979	1200 North University Drive
Messenger: 1200 University Drive	Hazzard Gym/Annex Building
Office of Procurement	Pine Bluff, Arkansas 71601
Room 102 – Administration Bldg.	
Pine Bluff, AR 71601	
Attention: Patricia Cole	Director’s Phone: (870)575-8736
Fiscal Support Manager	Fax No: (870)575-4647
	Email: colep7124@uapb.edu

Your bid must be received in the **UAPB Procurement Department** by or before the bid opening date and time indicated above. Bids must be signed in ink. Unsigned bids will not be considered. The **University** reserves the right to reject any and all bids received. All bids shall be as specified or an approved equal. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**

Bid’s Outer Packages:

All bids shall be seal outer packaging (envelope) must be properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.

- Bid number
- Date and time of bid opening
- Prospective Contractor's name and return address

SECTION 1- GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit **TERM** pricing with multiple bidders for **2023 CAMPUS PROMOTIONAL ITEMS** for the University of Arkansas at Pine Bluff, hereafter called UAPB.

1.2 TYPE OF CONTRACT

As a result of this IFB, UAPB intends to award a contract to **Multiple** Contractors. UAPB reserve the right to award this bid "**Line Item per Line Item**".

1.3 CONTRACT PERIOD

The initial term of a resulting contract will be for **one (1)** year. The contract period shall be from **September 16, 2023 to August 31, 2024**. Prices shall remain firm throughout the contract period.

1.4 ISSUING AGENCY

UAPB, as the issuing office, is the sole point of contact throughout this solicitation process.

1.5 BID OPENING DATE AND LOCATION

Bids will opened at the following location:

**UAPB PROCUREMENT OFFICE
1200 N. University Drive
Admin. Bldg., Room 102
Pine Bluff, Arkansas 71601**

To be considered, sealed, signed, written bids must be received by the UAPB Procurement no later than the time and date as listed on the cover page of this IFB.

All bids and proposals shall be for public opening. Bids shall not be subject to public review until after the committee has completed its work and the award. The opening will serve only to open, read, and tabulate the bid price of each. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

NO BID may be withdrawn after the schedule closing time for receipt for at least sixty (60) calendar days. All contract offers must remain valid for the same period of time unless otherwise stated.

A bid forwarded without all papers attached as received with the bid response package or other materials necessary to completely describe the services quoted will be cause for rejection of the bid by the University of Arkansas at Pine Bluff.

1.6 LATE BIDS WILL NOT BE CONSIDERED

Late bids, **bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered** if they are not in the Office of Procurement by or before the time as indicated on the front of the IFB document as "**Bid Opening Date and Time**".

1.7 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all requirements in the Requirements Section(s) of the IFB to be considered a responsive Prospective Contractor.

- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.8 **DEFINITION OF TERMS**

- A. The UAPB Procurement Official 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*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation for Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff.**

1.9 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.

b. **Must submit One (1)** original hard copy of the **Bid Response Packet** and **one (1)** complete copy with a total of **two (2) packets**. The “Original shall be clearly identified.” Pricing on the **Official Bid Price Sheet must** be proposed in U.S. dollars and cents.

2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.

- a. One (1) copy of the *Official Bid Price Sheet*,
- b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
- c. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
- d. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access.*)
- e. Proposed Subcontractors Form. (See Subcontractors.)
- f. W-9 Form
- g. Boycott of Israel Certification

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.10 **CLARIFICATION OF BID SOLICITATION**

A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before **9/6/2023** to the UAPB official front cover of this *Bid Solicitation*.

- For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
- Prospective Contractors’ written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).

B. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.

C. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the bid opening.

D. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.

E. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

1.11 **SUBCONTRACTORS**

1. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.

2. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

3. The utilization of any proposed subcontractor is subject to approval by UAPB.

1.12 **PRICING**

1. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
2. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
3. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

1. A single Prospective Contractor **must** be identified as the prime Contractor.
2. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to UAPB for the performance thereof.

1.14 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid 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 warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 **RESERVATION**

This invitation does not commit **UAPB** to pay any cost incurred in the preparation of bids. Further, **UAPB** reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency. We further reserve the right to award this bid "**All or None**" whichever is in the best interest of the University to do so. Bids which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration.

1.16 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.

- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.17 **CAUTION TO PROSPECTIVE CONTRACTORS**

1. Prior to any contract award, address all communication concerning this *Bid Solicitation* through UAPB official. **UAPB will not be responsible for any oral explanations, assumptions or interpretations about this bid. Submit a written request for an interpretation or correction thereof not later than five (5) working days before the bid will be opened.**
2. Do not alter any language in any solicitation document provided by UAPB.
3. Do not alter the Official Bid Price Sheet.
4. All official documents and correspondence related to this solicitation become part of the resultant contract.
5. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so.

6. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.
7. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.18 **REQUIREMENT OF ADDENDUM**

1. Only an addendum written and authorized by UAPB will modify this *Bid Solicitation*.
2. An addendum posted within three (3) calendar days prior to the bid opening **may extend** the bid opening and may or may not include changes to the Bid Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx, for any and all addenda up to bid opening.

1.19 **AWARD PROCESS**

A. Successful Contractor Selection

1. Award will be made to the lowest-bidding, responsible Prospective Contractor on a/an **(UAPB TYPE OF AWARD) (LINE ITEM, ALL OR NONE, MULTIPLE CONTRACTOR ETC)** basis.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.
2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx.
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen day posting period**.
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. **ADMINISTRATION RESPONSIBILITY**

1. Any resultant contract of this *Bid Solicitation* is subject to UAPB approval processes which may include Legislative review.

2. The UAPB Procurement Official will be responsible for award and the **Recruiting Manager** or designee will be responsible for administration and contract compliance.

1.20 **BID PROTEST**

In the case of protest associated with this IFB, the protest will be resolved by the Vice Chancellor for Finance and/or the Office of State Procurement.

1.21 **INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.22 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

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

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 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.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.23 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.24 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.25 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.26 PAST PERFORMANCE

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

1.27 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.

5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.28 **COMPLIANCE WITH UAPB TECHNICAL CURRENT PROGRAM**

General Statement or Points to include/remember:

The university’s Student Information System (SIS) current enterprise system is Ellucian Colleague and the learning management system is Blackboard Learn. The software/application solution should support multiple platforms, any device and any browser. The maintenance and upgrades of the software/application will be the responsibility of the successful bidder. The system needs to be user friendly and **Does NOT override current security controls.**

- User friendly, straight forward, secure authentication process
- Application must integrate with present LDAP Microsoft Active Directory
- Cloud-based platform database server must support Microsoft Hyper-V and the latest operating systems. For example: Windows Server 2016 or 2012R2 and Windows 10 or 8.1
- (If the solution can be offered as a hosted solution (Software as a Service), please list as an optional feature and indicate the cost.)

VPAT - Voluntary Product Accessibility Template

- A VPAT is a vendor-generated statement (using the required template) that provides relevant information on how a vendor’s product or service claims to conform to the Section 508 Standards.
- Documentation or the VPAT (Voluntary Product Accessibility Template tool developed by ITIC – Information Technology Industry Council will need to be provided.

1.29 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.30 ACT 611

In accordance with Ark. Code Ann. § 25-1-1002, Vendor 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. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Vendor's price for the goods or services is at least 20% less than the lowest certifying business.

1.31 ACT 758

Vendor certifies that the government of the People's Republic of China ("PRC") does not wholly own Vendor or hold a majority interest in Vendor. Vendor further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Vendor or in a subcontractor to be employed by Vendor.

SECTION 2 – MANDATORY REQUIREMENTS

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

2.1 INTRODUCTION

The University of Arkansas at Pine Bluff is soliciting bids from qualified vendors to provide and delivered **Promotional Items** for the campus. **Vendors are requested to bid those products for which they can be most competitive.**

2.2 DELIVERY: FOB DESTINATION

UAPB Warehouse
1200 North University Drive
Hazzard Gym/Annex Building
Pine Bluff, Arkansas 71601

- 1) The agency requests delivery within **Thirty (30)** calendars days after receipt of the purchase order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See Official Bid Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- 2) All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- 3) Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.

2.3 BID SPECIFICATIONS

The University of Arkansas at Pine Bluff intends to obtain **Promotional Items** for the duration of this contract for the university campus wide.

1. UNAUTHORIZED PRODUCT SUBSTITUTIONS

Bidder is herein cautioned: If your company is awarded, you will be expected to send the exact product stated on the purchase order only **NO-SUBSTITUTES**. If your company is found making unauthorized substitutions, this may cause you to not receive future bids of this nature and nonpayment of invoices.

UNAUTHORIZED PRODUCT

If your company is awarded, you **MUST ONLY** produce the items listed on the tabulation sheet that you are awarded. If a vendor supply the University with any products that was not awarded, the University **SHALL** submit a Vendor Performance Report to the Office of State of Procurement. **Failure to perform contracted services**-The selected contractor shall be liable to the University for any and all damages incurred by the University as the result of the contractor's failure to perform the services required under the contract including such services which may survive the expiration of the contract.

Such damages may include, but are not limited to:

1. Costs to the University for items produced that were not awarded to the vendor.

UAPB will be required to address the selected contractor's performance failures.

2. Any fees, costs, penalties or additional tax liability incurred by the University or its employees based on the selected contractor's failures to provide all services prescribed in this IFB in full compliance with relevant laws and regulations.
2. As needed, products will be ordered by a **separate purchase order and billed accordingly. There will be no pen orders or verbal orders for these products nor should products be delivered without a purchase order.**
3. In responding to the bid, you must indicate the price for one (1) each. The quantities listed are the "unit of measure" we are requesting. The unit price you indicate will govern.
4. **Note:** UAPB is under no obligation to adhere to quantities listed in this Invitation to Bid. Due to budgetary constraints, the quantities may increase or decrease and certain products may not be ordered. However, the "unit" prices for the successful awardee **MUST** be "**FIRM AND FIXED**" and will prevail throughout the contract period.
5. **All cost for which the University will be billed MUST be included in your bid price.** (Commodity, freight, handling, and other transportation). **DO NOT INCLUDE TAXES** (state or local). If you are an Arkansas vendor, you must add it to your invoice if you are the successful Contractor. For your information, our current tax rate is 10%. If you are an out-of-state vendor, you may do the same or we will calculate it in our **USE TAX report**.
 - Please respond to the attached quote sheet.
 - No other cost sheet will be acceptable.
 - Total shall be the amount to get the quantity listed herein for each item.
 - Bidder must bid those items for which they can be most competitive and meet the exact specification as listed.
6. All merchandise must be for quick delivery. Delivery shall be made during agency work hours **ONLY** 8:00 a.m. to 5:00 p.m., unless prior approval for other delivery has been obtained from the agency.
7. **PRICE INCREASE OF PRODUCTS**
Price increases are **ONLY** given on raw materials. Not fuel charges, extra shipping cost, employee labor, new equipment purchased, employee insurance etc. Pricing should remain the same for the first 120 days and then vendor can ask for increase with the proper justification.
8. **EXCESSIVE QUANTITY ORDERING** – Where ever the actual quantity ordered greatly exceeds the quantity listed and there is a unit cost price reductions, UAPB expects that reduction to be passed on to the ordering account.
9. **PICTURES** – If your **picture is different** from what is being shown in this bid you must **submit a color picture and specifications** with your bid responses, for evaluation as an equal – failure to do so will be cause for bid rejection. Attached is a sample picture of each item **for ease in reference**.
10. **OFFICIAL SCHOOL LOGO, MARKINGS, & VERBIAGE**
Included herein is the official logos. Once produced the logo shall be of the same quality as submitted. They are not to be stretch or otherwise distorted. The successful contractor **MUST** be licensed to use UAPB's marks on products that will be used by this University. All promotional items must be produced by a CLC (Collegiate Licensing Company)-licensed vendor that has been approved by the Office of Alumni Affairs.

Once a successful bidder is notified that they are an awardee, they MUST contact the Office of Alumni Affairs for more information on licensure requirements.

Contact: Mrs. Stephanie Pugh-Williams at pughs@uapb.edu or Mr. John Kuykendall at kuykendallj@uapb.edu

Office of Alumni Affairs/Governmental Relations
University of Arkansas at Pine Bluff
1200 N. University, M/S 4929
Pine Bluff, AR 71601
870-575-8499 (voice)

11. **AWARD** – This bid will be awarded to the total lowest cost offer on each items x the quantities stated (in addition to all other costing elements listed if we will be billed) and who meets all mandatory requirements as herein specified. Awardee must be responsible and responsive to all other terms of the bid.
12. **TWO (2) BID COPIES REQUESTED** – Must submit **One (1)** original hard copy of the **Bid Response Packet** and **one (1)** complete copy with a total of **two (2) packets**.

FAILURE TO SEND TWO (2) COPIES OF YOUR BID WILL BE CAUSE FOR BID REJECTION!!!

2.4 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. UAPB has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a “total satisfaction” return policy for all products and **must not** impose any liability on the University for such returns.

2.5 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. UAPB 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. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. UAPB has the right to modify, add, or delete Performance Standards throughout the term of the contract, should UAPB 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 Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. UAPB has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, UAPB has final determination of the performance acceptability.

- H. Should any compensation be owed to UAPB agency due to the assessment of damages, Contractor **shall** follow the direction of UAPB regarding the required compensation process.

2.6 **SUBSTITUTIONS (OR EQUAL)**

- A. These specifications are intended to establish a minimum desired quality or performance level, or other minimum dimensions and capabilities, which will provide the best product available at the best price. When a brand and/or model is designated, and a bidder offers other than the designated, and a bidder offers other than the designated brand and/or model the other than designated brand and/or model, must be listed; specifications and descriptive literature provided; and, if requested, a sample made available for testing. **Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.**
- B. When proofs of compliance for materials and equipment are called for in the technical specifications or requested by the University of Arkansas at Pine Bluff, such proofs of compliance shall be furnished by the Vendor by supplying the following:
- 1) Certificates of compliance from the manufacturer
 - 2) Mill Certificates
 - 3) Testing laboratory certificates
 - 4) Report of actual laboratory test

SUBSTITUTE/ALTERNATE PRODUCTS:

- C. Bidders are advised that they may bid other than specified however, it must **meet or exceed the specifications as herein listed and color brochures and fact sheet (specification) must be included with your bid response.** If bidder takes no exception to specifications, they will be required to furnish material and/or equipment according to the brand names, etc., as specified.

2.7 **EXPRESS WARRANTY**

The whole of the good shall conform to the sample, models, or whatever is prior approved for delivery on the face of the purchase order. Your signature on this **IFB** herein, warrants this. There shall be no changes in what will be delivered, it must be exactly as stated in your response, if acceptable, prior to the issuing of the purchase orders.

2.8 **THE PURCHASE ORDER**

No work or delivery shall commence until successful Contractor is in receipt of the approved purchase order for the same.

2.9 **PRESENTATIONS/RESPONSES**

UAPB may at its own discretion require a presentation from the vendor at no cost to **UAPB**. **There will be no multiple line items responses only one response per line item. Multiple responses may not be considered.**

2.10 **BID FORMATS**

Bids marked "UAPB" are formal bids and must be received in a sealed envelope and clearly marked with the bid number, date and opening time as listed on the front cover of this IFB "UAPB" bids cannot be faxed or hand delivered unsealed as they will not be considered. We cannot accept electronically transmitted or faxed Bids as proposal responses for UAPB's Formal Bids.

Bids marked "CB" are quote bids and these responses may be email, faxed or hand delivered sealed or unsealed. **In both cases they must be received by or before bid opening date and time as listed on the front of the IFB.**

SECTION 3 – GENERAL CONTRACTUAL MATTERS

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

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:

**Accounts Payable/Controller's Office
1200 North University Drive, Mail Slot 4984
Pine Bluff, AR 71611-2799
Phone: (870) 575-8912**

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the UAPB. Payments will be paid to the bidder by UAPB thirty (30) calendar days after approval by the requesting department and receipt of invoice. Invoice in triplicate must be sent to the University of Arkansas at Pine Bluff.
- C. Do not invoice UAPB in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice UAPB by an itemized list of charges. UAPB Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

3.2 GENERAL INFORMATION

- A. UAPB will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the University upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving UAPB **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a UAPB Procurement Official.

3.3 **CONDITIONS OF CONTRACT**

- A. 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. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. UAPB will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. UAPB will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to UAPB will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and UAPB will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as UAPB waiver of its right of sovereign immunity. The Contractor agrees that any claims against UAPB, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. 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 the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.

- B. Make financial and accounting records available, upon request, to the State of Arkansas's 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 ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to UAPB 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. UAPB has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. UAPB has the right to approve or deny the request.

3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 UAPB has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 **CONTRACT INTERPRETATION**

Should UAPB and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

3.9 **CANCELLATION**

- A. **For Cause.** UAPB may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, UAPB will advise the Contractor in writing of the reasons why UAPB is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. **For Convenience.** UAPB may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the University has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

3.11 REMEDIES ON BREACH OF CONTACT

In the event of any breach of contract by Contractor then in addition to any other remedies available to **UAPB** at law or in equity, **UAPB** may:

1. Continue the contract in effect and thereby entitled to enforce all rights and remedies under the contract; or
2. Terminate the contract by providing written notice to Contractor of such intention and recover from **Contractors any amount necessary to compensate UAPB** for all detriment negligently or willfully caused by Contractor's failure to perform its obligations under the contract.

University of Arkansas at Pine Bluff

Standard Terms and Conditions

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
- 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the University and the State.
- 3. **CERTIFICATION:** By submission of a bid response, the bidder certifies that he has read all standard terms and conditions and any special term and conditions included in the Invitation for Bid and that the bid submitted is in accordance therewith.
- 4. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids shall not be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
- 5. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for **thirty (30)** days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 6. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
 - A) A FIRM Contract** is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
 - B) A TERM Contract** is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the Invitation for Bid are not guaranteed, and the University may order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only

after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services.

Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid 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. Quantities stated on firm contracts are actual Requirements of the ordering department.

7. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. 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 **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding 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.
8. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
9. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
10. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid 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 Contractor.
11. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
12. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
13. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.

14. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 5:00 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
16. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
17. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
19. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UAPB. Contractor **shall** properly identify items being returned.
21. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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

cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

24. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
25. **LACK OF FUNDS:** The **University of Arkansas at Pine Bluff** may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods the contractor may file claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
26. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an 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 Contractor for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** 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 prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by **University of Arkansas at Pine Bluff** pursuant to this contract.
28. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
29. **IRS TAX CERTIFICATION INFORMATION:** The **University of Arkansas at Pine Bluff** is a State Institution. It is an organization described in the Internal Revenue Code 170(b) (1) (A) (V), in that it is described in code 170© (1). The University also falls within Code 509(a) (1) in that it is an organization described in Code 170(b) (1) (A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
30. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.
31. **ALTERNATE BIDS:** Will not be considered, only one (1) bid response will be evaluated.
32. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this IFB, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your bids response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include **"indemnification and governing laws."** **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**