



## **INVITATION FOR BID**

### **BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
<b>Bid Number:</b>	UAPB A205	<b>Solicitation Issued:</b>	June 16, 2025
<b>Bid Subject:</b>	JBJ Dormitory Shower Repair	<b>Type of Contract:</b>	FIRM
<b>Agency:</b>	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
<b>Bid Opening Date:</b>	July 1, 2025	<b>Bid Opening Time:</b>	11:00 a.m., CST
<p>Deliver bid submissions for this Invitation for Bid to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.</p>			

DELIVERY RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered</b> if they are not in the Office of Procurement by or before the time as indicated on this IFB document as <b>"Bid Opening Date and Time."</b>			
Bid's Outer Packaging:	All responses must be sealed with outer packaging and 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. <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
<b>UAPB Official:</b>	Alisha Lewis	<b>Official Phone Number:</b>	(870) 575-8735
<b>Email Address:</b>	lewisal@uapb.edu	<b>Official Fax Number:</b>	(870) 575-4647
<b>UAPB Website:</b>	<a href="http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx">http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx</a>		

**INVITATION TO BID  
Section 001116**

**The University of Arkansas at Pine Bluff  
Arkansas 71601  
Office of Procurement  
(870) 575-8735**

**Project: UAPB A205**  
University of Arkansas at Pine Bluff

1. You are invited to bid on a General Contract for **JBJ Dormitory Shower Repair** located on the campus of the University of Arkansas at Pine Bluff as herein specified for the Board of Trustees acting for the University of Arkansas at Pine Bluff, hereinafter termed Owner. The bids shall be on a lump sum basis.
2. *There will be a **Mandatory Site Visit held June 24, 2025, at 10:00 AM CST. Bidders must come to the UAPB Facilities Building, 1601 LA Prexy Drive in the Conference Room for a brief meeting then we will walk to the installation site. This will be the only time that a knowledgeable guide will be available to accompany bidders to the area and respond to questions. The owner will not accept a bid from any Bidder failing to attend mandatory meeting(s). The University reserves the right to schedule additional mandatory meetings, if it determines them to be in its best interests.***
3. The Owner will **receive bids until 11:00 a.m.**, local time on **July 2, 2025**. Bids may be mailed or delivered to the UAPB Procurement Department, Room 102 Administration Building, 1200 N. University, Pine Bluff, Arkansas, hereinafter termed UAPB. Bids received after this time will not be accepted. Bids will be publicly opened and read aloud at the time and date mentioned. Interested parties are invited to attend.
4. A complete set of contract documents may be obtained from the **UAPB Office of Procurement**.
5. Obtaining contract documents through any source other than the Design Professional listed above, or his representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Architect, or his representative(s) are considered the official version and take precedence if any discrepancies occur.
6. **Bid Security in the amount of five percent (5%) of the bid must accompany each bid in excess of \$ 50,000.00 in accordance with the Instructions to Bidders.**
7. Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract, which does not obligate the contractor to require the submission of Disclosure forms for subcontractors.
8. Bidders are hereby notified that **WAGE DETERMINATIONS ARE NOT APPLICABLE TO THIS PROJECT.**
9. **The Owner reserves the right to reject any and all bids, and to waive any formalities.**
10. This invitation does not commit the Owner to pay any cost incurred in the preparation of bids.
11. Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors and shall be licensed before his bid is submitted unless the project is federally funded and therefore accepted by Ark. Code Ann. §17-25-315. There shall be only one bid submitted per State Contractors license. Bidders will be required to indicate license numbers on the bid form beneath signature when bidding \$50,000.00 or more.
12. Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small and minority business enterprises to submit bids for capital improvements. Encouragement is also given to all general contractors that in the event they subcontract portions of their work, consideration be given to the identified groups.
13. Equal Opportunity Policy

ACT 215 (SB # 1123) of 2005 of the Arkansas Legislature:

Upon notification the successful contractor will be required to furnish to UAPB a copy of their company's **"EQUAL OPPORTUNITY POLICY"**

**14. PROHIBITION AGAINST CONTRACTING WITH ILLEGAL IMMIGRANTS – Act 157 of 2007**

Regarding those contracts over \$25,000- No state agency may enter into or renew a public contract for services with a contractor who knows that the contractor or any of his subcontractors employs or contracts with an illegal immigrant to perform work under the contract. Certification required on the Office of State Procurement's website by Contractor prior to award of contract. (Effective Sept. 2007)

**15. RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES-** In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any 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 Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

**16. CERTIFICATION OF NON-SCRUTINIZED COMPANY**

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



**INSTRUCTIONS TO BIDDERS**  
**Section 002113**

1. **BIDDING DOCUMENTS** - Bidders may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Bid. Complete sets of Contract Documents must be used in preparing bids; neither the Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Design Professional listed in the Invitation to Bid is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Design Professional or his representative(s) or the UAPB Procurement Office are considered the official version and take precedence if any discrepancies occur. The fact that documents used for bidding purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all bids and to waive any formality.
2. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK** - Bidder shall examine the Contract Documents and visit the project site of work. Bidder shall become familiar with all existing conditions and limitations under which the Work is to be performed and shall base bid on items necessary to perform the Work as set forth in the Contract Documents. No allowance will be made to Bidder because of lack of such examination or knowledge. The submission of a Bid shall be construed as conclusive evidence that the Bidder has done such an examination.
3. **INTERPRETATION OF CONTRACT DOCUMENTS DURING BIDDING.**
  - 3.1 All references to the Owner shall be interpreted to mean the University of Arkansas Board of Trustees acting for The University of Arkansas at Pine Bluff (UAPB).
  - 3.2 If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, he may submit to the Design Professional a written request for an interpretation or correction thereof not later than five (5) calendar days before Bid opening. In those instances where a Design Professional is not involved with the project, written requests for interpretation or correction may be made to the UAPB Procurement Department within the time frame stated above.
  - 3.3 Address all communications regarding the Contract Documents to the UAPB Procurement Department, Room 102 Administration Building, 1200 N. University Drive Pine Bluff Arkansas, 71601. Phone: (870) 575-8735 or Fax: (870) 575-4647. Attn: Alisha Lewis, Interim Director of Procurement
  - 3.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Bidder of record by the Design Professional; and in those instances where a Design Professional is not involved the UAPB Procurement Department shall distribute Addenda in the above referenced manner. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.
  - 3.5 **Addenda** issued during the bidding period will be incorporated into the Contract Documents. If a vendor does not acknowledge any or all addendum issued as requested in this document, then his/their bid may be rejected.
4. **SUBSTITUTIONS.**
  - 4.1 Materials, products, and equipment described in the Contract Documents establish a standard of required function and a minimum desired quality or performance level, or other minimum dimensions and capacities, to be met by any proposed substitution. Acceptability of substitutions will not be considered during the bidding period.

- 4.2 In some cases, prior approval of material or equipment, or both shall be obtained from Owner in order to obtain the desired color, size, visual appearance, and other features specified.

5. **TYPE OF BID.**

- 5.1 The Work under this Contract will be awarded under a stipulated sum contract to the lowest responsible base bid amount. No segregated bids or assignments will be considered. Bids are to include all labor, materials, equipment, sales tax, social security tax, State Unemployment Insurance and all other like items necessary to complete this project.

- 5.2 Any estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by the Bidder as the actual quantities that may be required for the completion of the proposed work. Bidder shall state a unit price for every item of work named in the Proposal. Bidder shall include, in the unit prices, furnishing of labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish the Work. The unit price bid for the items shall be shown numerically and in the appropriate spaces provided on the Bid Form. Such figures shall be clear and distinctly legible so that no question can arise as to their intent or meaning. Unit price bids and totals shown in the Bid Form shall not include costs of engineering, advertising, printing and appraising.

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

- 6.1 Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.

7. **BID GUARANTEE AND BONDS.**

- 7.1 Each bid proposal shall include a bid security in the amount of five percent of the total bid offered, if the bid is in excess of \$50,000.00. The bidder will be required to submit a bidder's deposit, which includes enclosing a cashier's check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond in an amount equal to five (5) percent of the bid. The bidder shall include in the bid the bid bond amount so that the bid represents the total cost to the Owner of all work included in the contract.

- 7.2 The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond) for faithful performance of the contract. The bid bond shall provide that the contractor or surety must pay for the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds. The bid bond shall be made payable to "The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Pine Bluff."

- 7.3 Owner will have the right to retain the bid security of bidders to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that bids may be withdrawn, or all bids have been rejected.

- 7.4 Should Bidder fail to enter into a contract and furnish the required bonds and insurance certificates within ten (10) days after receipt of Intent to Award; the bid guarantee will be forfeited to the Owner as liquidated damages.

8. **PERFORMANCE AND PAYMENT BOND** - Performance and Payment Bonds are not required for bids of \$50,000.00 or under, except for roofing projects. For work exceeding \$50,000.00, the successful contractor shall furnish a Performance and Payment Bond in the amount equal to 100 percent of contract price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form included with the Contract Documents as security for faithful performance of the Contract and payment of all obligations arising there under within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident local agent licensed by the State Insurance Commissioner to represent the surety company. The bond shall be written in favor of the Owner. Bidder shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages. The bidder shall include in the bid the Performance and Payment bond amount so that the bid represents the total cost to the Owner of all work included in the contract. All bonds must be made payable to "The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Pine Bluff."
9. **SUBCONTRACTORS** - Name of principal subcontractors shall be listed where indicated on the Bid Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use no other subcontractors when the subcontractor's portion of the project is \$50,000.00 or more, except those qualified and licensed by the Contractors Licensing Board in Mechanical (HVAC), Plumbing, Electrical and Roofing.

A bidder should request clarification from the Design Professional (or from UAPB Procurement Department, if no Design Professional exists for the project), if the bidder determines a type of work (mechanical –indicative of HVAC; electrical – indicative of wiring and illuminating fixtures; plumbing; roofing and sheet metal work - indicative of roofing application) is a component of the project, but space has not been provided on the bid form for the listing of such or if the bid form lists a type of work that is not a component of the project. Clarification should be made in accordance with Instruction 3.2.

- 9.1 For those bids where the listed subcontract work is \$50,000.00 or more, the prime contractor must make a decision as to which subcontractor he intends to use. The prime contractor shall place the names of each subcontractor and indicate whether the amount of the listed work is \$50,000.00 or more in the space provided on the Bid Form. The prime contractor may use his own forces to do the listed work, however, if the listed work is \$50,000.00 or more, the prime contractor must be qualified and licensed by the Arkansas Contractors Licensing Board to perform the listed work. Once the prime contractor determines his own forces will be used, he shall place his name and indicate in the space provided on the Bid Form whether the amount of the listed work is \$50,000.00 or more. Failure to complete the form correctly shall cause the bid to be declared non-responsive, and the bid will not receive consideration.
- 9.2.1 In the event the amount of the listed subcontract work is below \$50,000.00, the Prime Contractor shall place the names of the person or firm performing the work and indicate in the space provided on the Bid Form whether the listed work is under \$50,000.00.
- 9.2.2 It shall be mandatory that any subcontractors listed in (A) – (D) on the Bid Form by the Prime Contractor is awarded a contract under Ark. Code Ann. § 22-9-204. Prime Contractors who submit a bid listing unlicensed subcontractors or use unlicensed subcontractors on a state project or any subcontractor not licensed by the Contractors Licensing Board who perform work having a value of \$50,000.00 or more on a state project are subject to a civil penalty, after notice and hearing, of not less than \$250.00 nor more than \$500.00 and may be suspended from bidding on state projects. In the event that one (1) or more of the subcontractors named by the prime contractor in his successful bid thereafter refuse to perform his contract or offered contract, the prime contractor may substitute another subcontractor, after having obtained prior approval from the design professional, and the owner.

9.3. License Requirement

- a. No person shall perform work on the contract without possessing an Arkansas State License for the work they are performing from the appropriate governing Boards. Apprentice shall be appropriately supervised according to the State governing Boards requirements.
- b. All licensed craftsmen shall have a copy of their licenses with them and shall be required to provide it to the Owner upon request.

9.4 Pursuant to Ark. Code Ann. § 22-9- 404, the Bidder may require listed subcontractors (mechanical, plumbing, electrical and roofing/sheet metal) whose bid to the Contractor exceeds \$50,000.00 to provide a Performance and Payment Bond to the Bidder.

10. **SUBMITTAL** - Submit bid on the Bid Form in an opaque, sealed envelope. Identify the envelope with project name and number, name of Bidder, and Arkansas Contractors License number; only one bid shall be submitted per State Contractors license number. Submit bids in accordance with the Invitation to Bid. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Bidder, and the corrected entry inserted on the Bid Form. Only those bids submitted on Owner supplied forms as found in these documents will be accepted.

10.1 **PROPRIETARY INFORMATION** - All bid information, proposals, forms, briefs, sales brochures, etc. will become the property of the Owner when submitted with a bid. All bid documents submitted by the bidder shall be available for public inspection after the bid opening. Proprietary pages and documents required to be submitted with a bid must be clearly marked as such.

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

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

13. **LATE BIDS** - Late bids, bids in route, bids left at a location other than the Office of Procurement by special carrier or other will not be considered. Bids must be in the Office of Procurement by or before the time as indicated on the Invitation to Bid

14. **APPLICABLE LAWS.**

14. 1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

14. 2 Discrimination. Bidder shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Bidder shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon final determination by a court or administrative body having proper jurisdiction that the Bidder has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.



- 14.3 Taxes. Bidder shall include in the bid all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that the bid shall represent the total cost to the Owner of all work included in the contract. There are no provisions for a contractor to avoid taxes by using the tax-exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the bid price.
- 14.4 State licensing laws for Contractors. Act 583-of 2001 – A Bill #1741 Sec. 1 – Arkansas Code 17-25-102 is amended to read as follows: Sec (3) (A) – (B) – Regarding Contractor's licensing Board) – Manufacturers' who produce equipment to be installed in the State of Arkansas and have the responsibility for the installation of the equipment which would require a license under this chapter if the installation is performed by a contractor properly licensed under this chapter. The board shall have the authority to define "manufacturers" as it is used in this subdivision (3).
- 14.5 Disclosure. Potential Bidders are hereby notified that any bidder who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract for which disclosures are not made and the language of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Bidders are hereby notified that:

- a. Disclosure is required to be a condition of any present or future subcontract for which the total consideration is greater than ten thousand dollars (\$25,000.00).
- b. The Contractor shall require any present or future subcontractor, for which the subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future, between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

- c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" is included at the end of this division. When you print, remove and insert behind the Agreement Form.

- 14.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, (Ref: also Act 1394 of 2001) Sec: 3 - the Owner and the State of Arkansas encourage all Black Americans, Hispanic Americans, American Indians, Asian, and Pacific Island enterprises to submit bids for capital improvements. Encouragement is also given to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.
- 14.7 The bidding, award and administration of the contract shall be made pursuant to Ark. Code Ann. §14-4-1401 et seq., Ark. Code Ann. § 22-9-101 et seq., and AR. Code Ann. § 22-2-101 et seq.
- 14.8 Ethical Standards Law: In accordance with Act 483 of 1979, section 7(A), (B), (C), the following statement must be conspicuously set forth in all contracts and solicitations costing more than \$5,000.00:

It shall be a breach of ethical standard for a person to be retained or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission percentage brokerage or contingent fee except for a retention of Bonafide employees or Bonafide established commercial selling agencies maintained by the contract for the purpose of securing business.

15. **LIQUIDATED DAMAGES** - The number of liquidated damages to be assessed shall be in accordance with the amount indicated in the Contract. Bidder understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Contract, the Contractor shall pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Bid Form for each day completion is delayed. It is further understood and agreed by bidder that the said sum fixed as Liquidated Damages is a reasonable sum considering the damages that Owner will sustain in the event of any delay in completion of the Work, and said sum is herein agreed upon and fixed as Liquidated Damages because of difficulty in ascertaining the exact amount of damages that may be sustained by such delay.
16. **PRE-BID CONFERENCE** - Refer to Invitation to Bid, section 001116, for information concerning any mandatory Pre-bid Conferences.
17. **OPENING** - Bids will be opened as identified in the Invitation to Bid, section 001116.
18. **EVALUATION and CONSIDERATION OF BIDS** - It is the intent of the Owner to award a Contract to the lowest responsive qualified bidder provide the bid has been submitted in accordance with the requirements of the Contract Documents and does not exceed the funds certified for the project by more than 25%. The Owner shall have the right to waive any formalities in a bid received and to accept the bid which, in the Owner's judgment, is in its best interests. The Owner shall have the right to accept any or all bids for a period not to exceed thirty (30) days.
  - 18.1 Tie Bids. If two or more sealed bids are equal in amount, meet Bidding Document requirements, and are the lowest received by the time of the bid opening, then the apparent low bidder will be determined by lot (placing the name of the tie bidders into a container and drawing one name). The drawing will be conducted by UAPB Procurement Department personnel, and another person designated by the Owner in the presence of a witness and the tie bidders or representatives. The witness shall be an employee of the State of Arkansas. Documentation of the drawing shall be included in the bid tabulation and be signed by those present. Nothing in the above and foregoing will diminish the Owner's reserved right to reject any and all bids and to waive any formalities.
19. **EXECUTION OF CONTRACT**
  - 19.1 The apparent low Bidder shall be prepared, if so, required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the bidder in signing the proposal represents that he has the financial ability and experience to carry out the work throughout its several stages within the time for completion set forth on the Bid Form.
  - 19.2 The successful Bidder will be required to execute an Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents and the Performance and Payment Bond and Certification of Insurance within ten days after receipt of the Intent to Award. Failure of the Bidder to do so may result in the Bidder being rejected and could result in disqualification and forfeiture of bid bond.
  - 19.3 The successful Bidder will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

END OF DOCUMENT

**Pine Bluff, AR 71601**

To be considered, sealed, signed, written bids must be received by the UAPB Procurement no later than the time and date 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 scheduled 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.

## **OTHER MANDATORY REQUIREMENTS:**

1. It is the intent of the University of Arkansas at Pine Bluff to enter into a contractual agreement with a **single** vendor bidding “**all or none**” to cut a 14 x 14 or similar hole in 10 ceilings that needs to be replaced and tiled. The Contractor will also remove and install tile to 36 units in the JBJ Dormitory residence halls located here on the UAPB campus as is herein specified.
2. Construction Period – If awarded the contract, the undersigned agrees to commence work within five (5) days of the issuance of “Notice to Proceed and complete the project within 45 days or less.
3. Prospective bidders shall submit one (1) bid response only, no multiple bid packages will be considered.
4. **Award** - This bid will be awarded to the most responsible and responsive low bidder who bids “**All or None**” for the entire project, as specified and who can deliver and install in the time requested
5. **Measurements**- Bidders are required to take their own measurements. Successfully awardee must provide products sufficient to complete this job. All prices quoted shall be “Firm Fixed.” Any reference herein to quantity are approximations only. After the site visit, no other areas can be added or deducted without prior approval of Dean of Residences.
6. **Shower Wall Repairs**
  - a. Remove all existing broken or damaged tiles on the shower walls.
  - b. Repairs will extend from the bottom of the showers up to the shower nozzles.
  - c. Install new replacement tiles in all areas where tiles are broken, damaged, or missing.
7. **Shower Ceiling Repair**
  - a. Cut a 14 x 14 or similar inch hole in 10 ceilings
  - b. Install new replacement tiles in all areas
8. **Bathroom Wall Repairs**
  - a. Remove and replace all missing or cracked tiles on the bathroom walls, excluding green and white tiles, which should remain intact.
  - b. Ensure complete wall coverage is restored by replacing all necessary tiles.
9. **Tile Matching and Installation**
  - a. The contractor is expected to match new tiles as closely as possible to the existing ones to maintain visual consistency.
  - b. All installed tiles must be properly sealed and grouted to prevent future water damage or tile displacement.
  - c. Grout color must align with surrounding areas

**10. Disposal of Old Tile/Cleaning**

- a. The contractor is responsible for the proper removal and disposal of all old tile and construction debris from the site.
- b. The Contractor is responsible for removing debris and the leave the worksite in clean condition

**11. Shower ceiling access panels:**

- a. Cut necessary holes in the ceiling in the showers for access panels.
- b. Ensure the holes are clean, finished edges.

**12. 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 installed. It must be exactly as stated in your response. If acceptable, prior to the issuing of the purchase orders.

**13.** This will be a Prime Contractor project. **UAPB will make no payments to subcontractors or other laborers, separately.** This must be a turn-key job with all costs included.

**14. CONTRACTORS OWNED EQUIPMENT** – The University takes no responsibility for contractor owned equipment and supplies used in the fulfillment of this project. We would advise you to give care and attention to safeguarding these at all times both during and after working hours.

**15.** In addition to the mailing or messenger address, the outside of the bid envelope must be clearly marked to identify this a bid.

## Project Specifications Locations and Bathroom Area Requested

1. **Project Overview:** The purpose of this solicitation is to obtain bids from qualified contractors to perform tile repair services at UAPB JBJ Dormitory bathrooms including removal, matching, surface preparation, installation and site cleanup.
2. **Scope of Work:** The selected contractor shall provide all labor, tools, materials, equipment, and supervision necessary for:
  - a. Removal and disposal of damaged tiles in designated areas
  - b. Surface preparation including leveling and cleaning
  - c. Installation of new tiles (matching existing design)
  - d. Grouting, sealing, and curing
  - e. Final Inspection and cleanup of work area
  - f. Do pouring of grout, concrete washout or hazardous liquids into sinks, drains or sewer lines
3. **Description:** There are 4 (four) bedrooms and 2 (two) bathrooms in each suite.
4. **Materials Requirements**
  - a. New Tiles shall match the existing tiles in color, size, material, and pattern
  - b. Grout and adhesive must comply with ANSI A118 standards
  - c. Tiles must be water resistant, durable, easy to clean
5. **Site Conditions & Safety**
  - a. Contractors must protect surrounding areas from dust and debris
  - b. Work zones must be clearly marked and secured
  - c. Compliance with OSHA safety protocols is mandatory
6. **Final Inspection** – This will be done by the Dean of Student Life

Building	Suite	Bathroom	Bathroom Area	Color	Type
A	1	C&D	Top of Wall	Either Green or White	Ceramic
A	1	A&B	Around Shower Head and In the Corner of Shower	Either Green or White	Ceramic
A	3	C&D	Bottom Wall	Either Green or White	Ceramic
A	4	A&B	Bottom Wall	Either Green or White	Ceramic
A	4	C&D	Bottom Wall	Either Green or White	Ceramic
B	5	A&B	Bottom Wall	Either Green or White	Ceramic
B	6	A&B	Bottom Wall	Either Green or White	Ceramic
B	8	A&B	Middle Shower Wall	Either Green or White	Ceramic
C	9	A&B	Bottom Wall and Behind Toilet	Either Green or White	Ceramic
C	9	C&D	Bottom Wall & Top of Ceiling	Either Green or White	Ceramic
C	10	A&B	Bottom Wall	Either Green or White	Ceramic
C	10	C&D	Bottom Wall	Either Green or White	Ceramic

D	13	A&B	Middle Wall	Either Green or White	Ceramic
D	13	C&D	Top of Ceiling	Either Green or White	Ceramic
D	14	A&B	Around Shower Handle	Either Green or White	Ceramic
D	15	A&B	Bottom Wall	Either Green or White	Ceramic
E	17	A&B	Bottom Wall & Top of Ceiling	Either Green or White	Ceramic
E	18	A&B	Top of Ceiling	Either Green or White	Ceramic
E	19	A&B	Bottom Wall	Either Green or White	Ceramic
E	19	C&D	Bottom Wall	Either Green or White	Ceramic
E	20	A&B	Bottom Wall	Either Green or White	Ceramic
F	21	A&B	Bottom Wall and Top of Ceiling	Either Green or White	Ceramic
F	21	C&D	Bottom Wall and Top of Ceiling	Either Green or White	Ceramic
F	22	A&B	Bottom Wall and Top of Ceiling	Either Green or White	Ceramic
F	22	C&D	Bottom Wall, Top of Ceiling, and Behind the Toilet	Either Green or White	Ceramic
F	23	A&B	Bottom Wall	Either Green or White	Ceramic
F	24	A&B	Bottom Wall	Either Green or White	Ceramic
F	24	C&D	Bottom Wall and Side of Toilet	Either Green or White	Ceramic
I	33	C&D	Top of Ceiling	Either Green or White	Ceramic
I	34	A&B	Top of Ceiling and Blue Tile is located	Either Green or White	Ceramic
I	35	C&D	Around the Toilet	Either Green or White	Ceramic
I	36	A&B	Wall on side of the Toilet	Either Green or White	Ceramic
I	36	C&D	Around Shower Head and Handle	Either Green or White	Ceramic

Picture of a bathroom



120800  
BID FORM

002113



Bid Date: See cover of Bid

Location: Room 102, Administration Bldg.  
1200 N. University  
Pine Bluff, AR 71601

BID FROM:

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BID TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas at Pine Bluff (UAPB)

PROJECT: **UAPB A205 JBJ Dormitory Shower Repair**

Gentlemen:

1. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of the project in accordance with the Contract Documents within the time set forth, for the lump sum base bid of:

\$ \_\_\_\_\_  
Dollar Amount Is To Be Shown Numerically

2. Allowances: Allowances described in Section 01200 are included in the Bid Price.
3. Unit Prices: If the required quantities of the items listed below are increased or decreased by change order, the unit prices set forth below shall apply to such quantities. Dollar Amount Is to be shown numerically

_____	:	_____ (\$_____)
_____	:	_____ (\$_____)
_____	:	_____ (\$_____)
_____	:	_____ (\$_____)

4. Ark. Code Ann. § 22-9-212 requires the contractor to indicate on this bid form the cost of Trenching Safety Systems. **FAILURE TO SHOW THIS COST WILL INVALIDATE THE BID.** (NOTE THIS COST SHALL BE INCLUDED IN THE ABOVE BASE BID. REFER TO SPECIFICATIONS SECTION 01 526)

\_\_\_\_\_)  
Dollar Amount Is To Be Shown Numerically.

5. **Completion Date:** Bidder agrees that the work will be complete in accordance with the contract documents and ready for Substantial Completion within thirty (30) days consecutive calendar days of the date established in a written notice to proceed.
6. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:
  - a. That the undersigned understands that the Owner reserves the right to reject any and all bids and to waive any formality.

- b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within ten (10) days after receipt of the Intent to Award, will commence work within **Five (5) days** after the date of the Notice to Proceed, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages and not as a penalty, the sum of **Dollars (\$100.00)** for each calendar day of delay until the work is completed or accepted.
  - c. The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within Ten (10) days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.
  - d. That this bid may not be withdrawn for a period of Thirty (30) days after the bid opening.
  - e. The undersigned understands that the Owner's intent is to construct all facilities proposed within the limits established by the funds appropriated for the project.
  - f. The names of subcontractors **required to be listed by law and this bid document** and the nature of the work to be performed by each one have been included on the Bid Form
  - g. The undersigned agrees to pay all prevailing hourly wage rates prescribed and mandated by [Ark. Code Ann. § 22-9-301 or the undersigned agrees to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates] and any other applicable federal regulations.
  - h. Bids submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture bidders shall indicate at least two (2) signatures and two (2) license numbers on the Bid Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Bid Form. Joint Venture bidders shall indicate at least two (2) signatures on the Bid Form even if they are licensed as a joint venture.
7. The following documents are attached to and made a condition of this Bid.
    - a. Bid security.
    - b. Listing of Mechanical, Plumbing, Electrical, Roofing / Sheet Metal Subcontractors, **as required by law, and any other, if required by this document.**
  8. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

9. LISTING OF MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING SUBCONTRACTORS

**IN CONJUNCTION WITH ARKANSAS CODE ANN. 22-9-204** ALL MECHANICAL, PLUMBING, ELECTRICAL AND ROOFING/**SHEETMETAL** SUBCONTRACTORS SHALL BE LISTED REGARDLESS OF QUALIFICATIONS, LICENSURES OR WORK AMOUNT. BIDDERS SHOULD CONSULT THE PROJECT MANUAL ON HOW TO FILL OUT THIS FORM. FAILURE TO NAME THE SUB CONTRACTOR IN THE SPACE PROVIDED SHALL CAUSE THE BID TO BE DECLARED NON-RESPONSIVE AND THE BID WILL NOT RECEIVE CONSIDERATION.

Indicate the Name(s), of each entity performing the listed work:

**MECHANICAL:** (Indicative of HVAC)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes\_\_\_ No \_\_\_

**PLUMBING:**

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes\_\_\_ No \_\_\_

**ELECTRICAL:** (Indicative of wiring and illuminating fixtures)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes\_\_\_ No \_\_\_

**ROOFING AND SHEETMETAL** (Indicative of roofing applications)

\_\_\_\_\_ **Lic #** \_\_\_\_\_

Is the amount of work \$50,000.00 or over: Yes\_\_\_ No\_\_\_

Respectfully Submitted:

\_\_\_\_\_  
Name of Bidder (Typed or Printed)

\_\_\_\_\_  
Address

BY: \_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
Contractor's Joint Venture License Number(s) or Contractor's License No.

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Vendor ID Number

\_\_\_\_\_  
Date of Bid

\_\_\_\_\_  
Federal ID Number or Social Security Number

**AGREEMENT FORM**  
**Section 00513**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ hereinafter referred to as the Contractor, and the University of Arkansas Board of Trustees acting for the University of Arkansas at Pine Bluff, hereinafter referred to as Owner.

WITNESSETH:

1. That for and in consideration of the payment by the owner in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to be made as set forth in the Contract Documents, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Jefferson County, designated as

**Project: Bid# UAPB A205 JBJ Dormitory Shower Repair**

Project Name: **Bid # UAPB A205 JBJ Dormitory Shower Repair**, University of Arkansas at Pine Bluff, more specifically described in the Contract Documents attached hereto and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the Invitation to Bid; Instruction to Bidders; Bid Form; all Addenda; Performance and Payment Bond; General and Supplementary Conditions; Drawings and Specifications, Drawings listed in the Specifications; Notice to Proceed; and Change Orders. All construction shall be in exact accord with the Contract Documents filed with the UAPB Procurement Department located in Pine Bluff, Arkansas. The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the Owner and the Design Professional. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Bid Form, to begin work within **Five (5) calendar days after a Notice to Proceed is issued and to complete the work within \_\_\_\_\_ DAYS consecutive calendar days** of the start date established by the Notice To Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Bid Form of for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. The contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept and the Owner will pay for the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. 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 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.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

b) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the UAPB Procurement Office a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

c) The terms and conditions regarding the failure to disclose and conditions which constitute material breach of contract and the rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

**CONTRACTOR**

**BY:** \_\_\_\_\_

TITLE:

ADDRESS:

DATE:

Current Ark. Contractor's  
License No. If over \$20,000 \_\_\_\_\_

NAME:

WITNESS:

Address: \_\_\_\_\_ Affix Corporate Seal (if any)

The Board of Trustees of the University of Arkansas acting for and on behalf of the  
University of Arkansas at Pine Bluff

BY: \_\_\_\_\_

Vice Chancellor for Finance and Administration

DATE: \_\_\_\_\_

# University of Arkansas at Pine Bluff

## Standard Terms and Conditions

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### **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. **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 response 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.
- 4. **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's opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **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. The 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. Contractors **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.
- 6. **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 alternative 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.
- 7. **GUARANTY:** All items bid on **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.



8. **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 the Contractor's expense.
9. **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.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **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.
12. **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.
13. **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 the reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
14. **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.
15. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance by 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.
17. **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.
18. **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.
19. **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. The contractor **shall** properly identify items being returned.
20. **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.
21. **ASSIGNMENT:** Any contract entered 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.
22. **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.
23. **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.

- 24. LACK OF FUNDS:** The University of Arkansas at Pine Bluff may cancel the 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 to normal condition and there are no funds legally available to pay for the goods, the contractor may file a 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 a claim also.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.
- 30. ALTERNATE BIDS:** Will not be considered, only one (1) bid response will be evaluated.
- 31. 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 bid's 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 the bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**
- 32. PERFORMANCE STANDARDS:** Act 557 of 2015 enacted by the Arkansas General Assembly requires that contracts include performance standards. By acceptance of this Purchase Order, the Contractor agrees to the performance of any technical/general services in a professional, comprehensive manner. This may include, but is not limited to, ensuring milestone deadlines are met, and services are delivered in a professional, comprehensive manner, consistent with the contracted skill level. Any special performance standards outlined in any associated contract or agreement to this Purchase Order may be in addition to the above performance standards.