UNIVERSITY of ARKANSAS AT PINE BLUFF 1873

INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	UAPB A226	**Solicitation Issued:**	September 8, 2026
Bid Subject:	Teacher Education Center (TEC) Technology Equipment & Installation	**Type of Contract:**	Firm
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	September 22, 2026	**Bid Opening Time:**	11:00 a.m., CST

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.

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. **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** if they are not in the Office of Procurement by or before the time as indicated on this IFB document as "**Bid Opening Date and Time**."

Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If the 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

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
UAPB Official:	Alisha Lewis	Official Phone Number:	(870) 575-8735
Email Address:	lewisal@uapb.edu	Official Fax Number:	(870) 575-4647
UAPB Website:	http://www.uapb.edu/administration/finance-administration/purchasing/bids-opportunities		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The purpose of this Invitation for Bid (IFB) is to solicit **FIRM** pricing for the furnishing, delivery, installation, and configuration of **technology equipment for the Teacher Education Center (TEC) at** the University of Arkansas at Pine Bluff, hereafter called UAPB **Main Campus** located at 1200 North University Drive, Pine Bluff, Arkansas 71601.

1.2 TYPE OF CONTRACT

A. As a result of this IFB, UAPB intends to award a contract to a single supplier. UAPB reserve the right to award this bid **"ALL OR NONE".**

1.3 ISSUING AGENCY

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

1.4 BID OPENING DATE AND LOCATION

Bids will be opened at the following location:

UAPB PROCUREMENT OFFICE
1200 North University Drive, Admin. Bldg., Room 102
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.

1.5 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".**

1.6 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this 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.

1.7 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.**

1.8 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response *Packet.*

   a. Originally 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. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **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. Proposed Subcontractors' Form. (See Subcontractors.)

e. W-9 Form

f. Combined Boycott of Israel and Illegal Immigrant Certification

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

1.9 CLARIFICATION OF BID SOLICITATION

A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 12:00 p.m. Central Time on or before 8/15/2026 to the UAPB official as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.

2. Prospective Contractors' email 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.

1.10 SUBCONTRACTORS

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

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

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

1.11 PRICING

A. 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*.

B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.

C. DO NOT submit any ancillary information not related to actual pricing on or to the Bid Price Sheet.

1.12 PRIME CONTRACTOR RESPONSIBILITY

A. A single Prospective Contractor **must** be identified as the prime Contractor.

B. 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.

1.13 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.

1.16 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.

1.17 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 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.

1.18 CAUTION TO PROSPECTIVE CONTRACTORS

A. 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.**

B. Do not alter any language in any solicitation document provided by UAPB.

C. Do not alter the Official Bid Price Sheet.

D. All official documents and correspondence related to this solicitation become part of the resultant contract.

E. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so.

F. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.

G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.19 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-opportunities/, for any and all addenda up to bid opening.

1.20 AWARD PROCESS

A. Successful Contractor Selection

1. The award will be given to the lowest bidder, responsible Prospective Contractor on a/an (UAPB TYPE OF AWARD) (LINE ITEM, ALL OR NONE, MULTIPLE CONTRACTOR ETC) basis.

B. Negotiations

1. If UAPB 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 a time UAPB decides not to move forward with an award.

C. ANTICIPATION OF THE 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/bid-opportunities/.

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. ISSUANCE OF CONTRACT

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 the award and Career Services will be responsible for administration and contract compliance.

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

1.23 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.

1.24 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter 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 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.

1.25 PAST PERFORMANCE

1. 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.

1.26 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 people 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 accommodation.

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.

1.27 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 the cause for a Prospective Contractor's bid to be rejected.

1.28 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES

In accordance with Ark. Code Ann. § 25-1-503, 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 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 a least 20% less than the lowest certifying business.

1.29 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.

1.30 TOBACCO FREE CAMPUS

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

1.31 FUNDING OUT CLAUSE

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charge for services, beyond the end of the then current period. Contractors will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

1.32 PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that is shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with applicable laws and regulation, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractors (if any) working on the project; further, upon request, Contractors shall provide copies of all such permits or licenses to UAPB.

1.33 CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents' representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondents further agree that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partners organizations, guests or invites to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invites that

are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

1.34 BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offender) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in an manner requested by UAPB an consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

1.35 NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provide by UAPB's Board of Trustee Policy.

UNIVERSITY OF ARKANSAS AT PINE BLUFF

SPECIFICATION SHEET

Mandatory Requirement for: Teacher Education Center Technology Equipment & Installation

What is the name of the brand you are bidding _____?

(Whether bidding as specified or an alternate, you must complete the check list below.)

Failure to respond to each item below will be cause for bid rejection. If your specifications are less than, you must explain the specifications in the comment section.

Please Note: The brand name is listed as a specification, not a statement of preference. Alternate brands meeting these specifications shall be considered as an equal if accompanied with a brochure indicating specification and performance requirements.

Specifications:	Equal To	Less Than	Exceeds	Comments
Display Equipment				
Two (2) Commercial-grade 100-inch LED display, minimum 4K UHD resolution (3840×2160), minimum 500 nits brightness, HDMI and network connectivity, 3-year manufacturer warranty, furnished and installed.				
Two (2) Heavy-duty wall mount compatible with Item 1, including all mounting hardware and installation.				
Two (2) Commercial-grade 85-inch LED display for digital signage, minimum 4K UHD resolution, landscape and portrait capable, minimum 500 nits brightness, network enabled, furnished and installed.				
Two (2) Heavy -duty wall mount compatible with item 3, including all mounting hardware and installation				
Six (6) Digital signage media player/reader compatible with university-provided signage software, minimum Intel i5 processor or equivalent, 8GB RAM, 256GB SSD, HDMI output, network connectivity, furnished and installed.				

Six (6) mounts Display mounting systems for media player locations, including all hardware and installation.				
Six (6) All required HDMI, network, power, and interconnection cabling necessary for a complete and operational installation.				
One (1) Enterprise video conferencing room bundle including PTZ auto-tracking camera, speakerphone, ceiling or table microphones, codec, touch control panel, Microsoft Teams and Zoom compatible, all cabling, installation, configuration, testing, and training included				
Ten (10) Conference tables with integrated power, USB-A, and USB-C charging ports; minimum seating capacity of five persons per table; professional commercial furniture finish.				
Fifty (50) Ergonomic computer chairs with adjustable height, adjustable armrests, lumbar support, rolling casters, and minimum 250-pound load capacity.				
One (1) Dual-channel wireless lavalier microphone system including two transmitters, receiver, batteries, charging accessories, and all required cables				
Two (2) Powered speaker system consisting of two speakers, wall mounts, cables, connectors, and all accessories required for a complete installation. Minimum 1,000 watts peak output per speaker				
One (1) Digital audio mixer, minimum 12 input channels, USB connectivity, all required cables, connectors, accessories, installation, configuration, testing, and commissioning for a complete operational system.				
One (1) Performance laptop with minimum Intel Core i7 or AMD Ryzen 7 processor, 32GB RAM, 1TB SSD, dedicated graphics card with minimum 8GB VRAM, Wi-Fi 6, Windows 11 Pro, furnished and configured.				

Three (3) Commercial-grade 60-inch LED displays for digital signage, minimum 4K UHD resolution, landscape and portrait capable, minimum 500 nits brightness, network enabled, furnished and installed				
Three (3) Heavy-duty wall mount compatible with item 15, including hardware and installation				
Warranty- Parts & Labor				
Shipping & set up				
Deliver To: UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601				

SECTION 2 – MANDATORY REQUIREMENTS

- ***Do not*** *provide responses to items in this section unless specifically and expressly required.*
- ***Mandatory Requirement and Special Term and Conditions may override Standard Terms and Conditions.***

2.1 SCOPE OF WORK

It is the intent of the University of Arkansas at Pine Bluff to enter into a contractual agreement with a single vendor who can furnish, deliver, install, configure, and test all technology equipment and related equipment for the Teacher Education Center (TEC), in accordance with the specifications included in this IFB.

Bidders shall propose the equipment specified in this IFB. Substitutions or equivalent products may be considered only with prior written approval from UAPB. Any proposed substitution must meet or exceed all specified functional, performance, compatibility, warranty, and quality requirements. UAPB reserves the sole right to determine the acceptability of any proposed substitution.

2.2 REQUIREMENTS

1. Bid shall include all labor, materials, equipment, permits, mounting hardware, cables, connectors, configuration, testing, training, delivery, and installation necessary for a complete turnkey project.

2. University will not pay separately for components required for proper operation that were omitted from the bid.

3. All equipment shall be new, current production models.

4. Brand-name or approved equal products are acceptable.

5. Bidder shall provide manufacturer make and model numbers for all equipment proposed.

6. Bidder shall coordinate installation with UAPB Information Technology staff.

7. All products shall include a minimum three-year parts and labor warranty unless the manufacturer standard warranty exceeds three years.

8. Bidder shall include shipping, freight, delivery, setup, testing, and cleanup in the bid price.

9. System must be fully operational upon completion and accepted by UAPB.

2.3 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.

2.4 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 the final determination of 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.

2.5 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

SUBTITUTE/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 the bidder makes no exception to specifications, they will be required to furnish material and/or equipment according to the brand names, etc., as specified.

2.6 EXPRESS WARRANTY

The whole of the goods shall conform to the sample, models, or whatever is prior to 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.

2.7 THE PURCHASE ORDER

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

2.8 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.**

2.9 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 the bid opening date and time as listed on the front of the IFB.**

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- ***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 the 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 tears excluded.

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

B. Any litigation involving UAPB **must** take place in Jefferson County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

D. A contract is not effective prior to award being awarded 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 affects the completion of the work.

B. Indemnify and save harmlessly 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 request 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 fulfil 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.

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. **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 an 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 UABP. 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.