



Arkansas State University-Beebe

1507 W Center St.
Beebe, AR 72012

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	ASU-Beebe-22-2226	Solicitation Issued:	4/4/2022
Description:	Mattresses for Arkansas State University-Beebe Residence Halls		
Agency:	Arkansas State University-Beebe		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission Deadline:	4/28/2022	Bid Opening Date/Time:	3PM CST
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Agency.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>FedEx and UPS:</p> <p>Arkansas State University-Beebe ATTN: Mark Adams 1507 W Center Street Beebe, AR 72012</p> <p>USPS:</p> <p>Arkansas State University-Beebe ATTN: Mark Adams PO BOX 1000 Beebe, AR 72012</p> <p>Delivery providers, UPS and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Vendor's name and return address

AGENCY CONTACT INFORMATION			
Agency Buyer:	Mark Adams	Buyer's Direct Phone Number:	501-882-4545
Email Address:	mladams@asub.edu	Agency's Main Number:	501-882-4545
Agency Website:	www.asub.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

PURPOSE

1.1

This invitation for bid (IFB) is used by Arkansas State University-Beebe (ASUB, Agency) to obtain pricing for:

- 72 Full Sized Mattresses**
- 176 Twin XL Sized Mattresses**

ALL ITEMS LISTED ARE AS DESCRIBED OR APPROVED EQUIVALENT

1. General:

All mattresses shall be manufactured in accordance with the best practices known to the manufacturing industry and shall be clean and free from defects in material and workmanship and shall meet the sanitary conditions as required by the State of Arkansas. All materials used in manufacturing must be new.

2. Mattress Size

Twin XL - 38" x 80" x 10"

Full – 75" x 54" x 10"

10" 1-Sided Euro Pillow Top 2" Foam

The finished size of this mattress is to be - 36" x 80" for Twin XL and 75" x 53" for Full with an overall thickness 10".

3. Spring Unit:

Innersprings should be 13-gauge spring wire unit with a 6-gauge border rod.

4. Quantity:

72 full sized mattresses

176 Twin XL mattresses

5. Ticking:

The mattress cover shall be a fire retardant FR Backed antimicrobial, waterproofed, bedbug resistant. Do not use vinyl or cloth or PVC coating. State the ticking quoted in your proposal.

7. Foam:

The 2"foam pad shall be 15150 grade.

8. Flammability:

The mattress shall meet 16 CFR Part 1633 flammability test.

9. Packing:

Each mattress shall be packaged in a manner to assure that it is delivered in a clean and undamaged condition.

10. Warranty:

Provide full warranty information.

11. Delivery and Installation:

To be delivered and installed on or before August 1, 2022. Mattresses will be installed in each room in Horizon and Legacy Halls on the Arkansas State University - Beebe campus.

Awarded supplier must call Zackery Tucker at 901-626-0838 at least 48 hours prior to delivery to coordinate the delivery process.

12. Removal of old mattresses:

72 full sized mattresses and 166 twin xl mattresses will be removed and hauled away from site at the time of mattress installation by the installer.

TYPE OF CONTRACT

1.2 As a result of this IFB, ASU-Beebe intends to award a contract to a single Contractor.

A. This is a firm contract plus installation, services, and warranty.

1.3 ISSUING AGENCY

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

1.4

BID OPENING LOCATION

Bids will be opened at the following location:

Arkansas State University-Beebe
1507 W Center St
Beebe, AR 72012

1.5 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 disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

A. The Agency 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 completes 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. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

J. "ASUB" means the Arkansas State University-Beebe.

1.7 **RESPONSE DOCUMENTS**

A. Original Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in a Prospective Contractor's original Bid Response Packet.
 - a. One (1) copy of the Bid Submission shall be sent in hard copy or digitally (on a flash drive). Do not send digital copies via email, fax, ftp, Dropbox or other digital media transfer method.
 - b. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified.
 - c. Bid response **must** be in the English language. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before April 14, 2022, to the ASU-Beebe buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by ASU-Beebe. The written response is anticipated to be posted to the ASU-Beebe website by the close of business on April 14, 2022. If Prospective Contractor questions are unclear or non-substantive in nature, the Statemay request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the ASU-Beebe buyer 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 ASU-Beebe buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by ASU-Beebe 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 ASU-Beebe
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 PRICING

- A. **To allow time to review bids, prices must be valid for 120 days (minimum) following the bid opening. Purchase order will be issued after July 1, 2022 and delivery must take place prior to August 1, 2022.**
- B. DO NOT submit any ancillary information not related to actual pricing, services, or options.
- C. Price submissions are included under FOIA law. Under no circumstances will pricing information be designated as confidential.

1.10 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 the State for the performance thereof.

1.11 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.

1.12 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the ASU-Beebe buyer.
- B. Do not alter any language in any solicitation document provided by ASU-Beebe or the State.
- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. ASU-Beebe has the right to award or not award a contract, if it is in the best interest of ASU-Beebe or the State to do so.
- E. As requested, Prospective Contractors must provide clarification regarding their bid response to ASU-Beebe
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple bids.

1.13 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by ASU-Beebe will modify this *Bid Solicitation*.
- B. 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.
- C. **ASU-Beebe shall distribute addendum to appropriate Prospective Contractor(s) by posting addendum to the ASU-Beebe website. It is a Prospective Contractor's responsibility to check the ASU-Beebe website, www.asub.edu for any addenda up to bid opening.**

1.14 AWARD PROCESS

A. Successful Contractor Selection

1. Award will be made according to Arkansas Code Annotated §19-11-229 (inspection, testing, quality, workmanship, delivery, past performance and suitability for a particular purpose and criteria affecting price such as life-cycle or total ownership cost) from a responsible Prospective Contractor on ALL OR NONE basis.

B. Negotiations

1. If ASU-Beebe so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor who meets the criteria set forth in Arkansas Code Annotated §19-11-229. Negotiations are conducted at the sole discretion of ASU-Beebe.
2. If negotiations fail to result in a contract, ASU-Beebe may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the ASU-Beebe website at www.asub.edu.
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. **ASU-Beebe may waive the policy of Anticipation to Award when it is in the best interest of ASU-Beebe or the State to do so.**
4. **It is the Prospective Contractor's responsibility to check the ASU-Beebe website for the posting of an anticipated award.**
5. **To allow time to review bids, prices must be valid for 120 days (minimum) following the bid opening. Purchase order will be issued after July 1, 2022 and delivery must take place prior to August 1, 2022.**

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to ASU-Beebe and State approval processes.
2. An Agency Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.15 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.16 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, ASU-Beebe is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: rglancaster@asub.edu, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to ASUB is a **one-time Requirement**. 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.

1.17 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with ASU-Beebe 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.

1.18 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.19 PAST PERFORMANCE

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

1.20 PUBLICITY

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

1.21 RESERVATION

ASU-Beebe and the State will not pay costs incurred in the preparation of a bid.

SECTION 2 – REQUIREMENTS**2.1 INTRODUCTION**

This invitation for bid (IFB) is used by Arkansas State University-Beebe (ASUB, Agency) to obtain pricing for:
72 Full Sized Mattresses
176 Twin XL Sized Mattresses

ALL ITEMS LISTED ARE AS DESCRIBED OR APPROVED EQUIVALENT

1. General:

All mattresses shall be manufactured in accordance with the best practices known to the manufacturing industry and shall be clean and free from defects in material and workmanship and shall meet the sanitary

conditions as required by the State of Arkansas. All materials used in manufacturing must be new.

2. Mattress Size

Twin XL - 38" x 80" x 10"

Full – 75" x 54" x 10"

10" 1-Sided Euro Pillow Top 2" Foam

The finished size of this mattress is to be - 36" x 80" for Twin XL and 75" x 53" for Full with an overall thickness 10".

3. Spring Unit:

Innersprings should be 13-gauge spring wire unit with a 6-gauge border rod.

4. Quantity:

72 full sized mattresses

176 Twin XL mattresses

5. Ticking:

The mattress cover shall be a fire retardant FR Backed antimicrobial, waterproofed, bedbug resistant. Do not use vinyl or cloth or PVC coating. State the ticking quoted in your proposal.

7. Foam:

The 2" foam pad shall be 15150 grade.

8. Flammability:

The mattress shall meet 16 CFR Part 1633 flammability test.

9. Packing:

Each mattress shall be packaged in a manner to assure that it is delivered in a clean and undamaged condition.

10. Warranty:

Provide full warranty information.

11. Delivery and Installation:

To be delivered and installed on or before August 1, 2022. Mattresses will be installed in each room in Horizon and Legacy Halls on the Arkansas State University - Beebe campus.

Awarded supplier must call Zackery Tucker at 901-626-0838 at least 48 hours prior to delivery to coordinate the delivery process.

12. Removal of old mattresses:

72 full sized mattresses and 166 twin xl mattresses will be removed and hauled away from site at the time of mattress installation by the installer.

Prospective Contractors shall submit:

- Pricing on Official Pricing Sheet. Prices shall be subject to applicable taxes. Do not include taxes in the quoted pricing. ALL prices must be included on Official Pricing Sheet. Any pricing not identified by the successful contractor but subsequently incurred in order to achieve successful operation shall be borne by the vendor.
- Warranty for Parts and Labor
- Payment Terms
- Any additional terms and conditions
- Any trade-in value/discount

PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Delivery of Product	Items will be delivered within 30 working days of order.	Vendor applies a 10% credit to the ASU-Beebe account for any items received later than 30 working days of order.
Appearance of Product	All items will be delivered with specifications matching exactly the description provided to the desired specification.	Vendor applies a 10% credit to the ASU-Beebe account for any items received that are not to the desired specification.

2.2 TRAINING

Prospective Contractor shall offer no training.

2.3 REMOVAL AND DISPOSAL

72 full sized mattresses and 166 twin xl mattresses will be removed and hauled away from site at the time of mattress installation by the installer.

2.4 DELIVERY: FOB DESTINATION

ASU-Beebe Campus

Beebe, AR 72012

Actual building location will be determined for setup upon delivery.

- A. All deliveries **must** be made during normal work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- B. Loss or damage that occurs during shipping and installation is the Contractor’s responsibility. All orders should be properly packaged to prevent damage during shipping.

2.5 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. ASU-Beebe 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 State for such returns.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Forward invoices to:
- dldobbins@asub.edu
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency and any agreed upon terms.
- C. Do not invoice the University in advance of delivery and acceptance of any goods or services except for where agreed upon in advance and allowable by law.
- 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 the agency by an itemized list of charges. The agency's 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.
- G. **To allow time to review bids, prices must be valid for 120 days (minimum) following the bid opening. Purchase order will be issued after July 1, 2022 and delivery must take place prior to August 1, 2022.**

3.2 GENERAL INFORMATION

- A. The State will not:
1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
 2. Contract with another party to indemnify and defend that party for any liability and damages.
 3. Pay damages, legal expenses or other costs and expenses of any other party.
 4. Continue a contract once any equipment has been repossessed.
 5. Agree to any provision of a contract, which violates the laws, or constitution of the State of Arkansas.
 6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in White County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

- E. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss, or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract, which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 STATEMENT OF LIABILITY

- A. The State 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. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract. 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 the State 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 the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, 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 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 the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.7 **CONTRACT INTERPRETATION**

Should the State 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.

3.8 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State 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. The State 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 State of Arkansas 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.

3.9 **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.

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. ACCEPTANCE AND REJECTION: The State reserves 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 State.
3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. PRICES: Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation 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 State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to

furnish the product according to brand names, numbers, etc., as specified in the invitation.

manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
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 the ordering agency. Firm Contract: A written State 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 agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. Arkansas State University-Beebe **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency 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 Arkansas State University-Beebe. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize Arkansas State University-Beebe 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 Arkansas State University-Beebe and ordering agency 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:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's 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 all necessary State agencies. 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 the University, **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 agency or by ASU-Beebe. Contractor **shall** properly identify items being returned.

- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the University harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the University, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the University no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the University **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. 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.
- 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 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 this State 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.

PROPOSAL SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Service Disabled Veteran
	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Pacific Islander American	<input type="checkbox"/> Women-Owned
	AR Certification #: _____		* See <i>Minority and Women-Owned Business Policy</i>	
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for bid solicitation related matters.</i>				
Contact Person:		Title:		
Phone:		Alternate Phone:		
Email:				
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.				
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, 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). See Bid Solicitation for additional information.</i>				
ILLEGAL IMMIGRANT CONFIRMATION				
By signing and submitting a response to this RFP, 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.				
ISRAEL BOYCOTT RESTRICTION CONFIRMATION				
By signing and submitting a response to this RFP, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.				

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this RFP **will cause the Prospective Contractor's proposal to be disqualified.**

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____