

UNIVERSITY OF CENTRAL ARKANSAS
PROCUREMENT DEPARTMENT
WINGO HALL ROOM 113
CONWAY, AR 72035

INVITATION FOR COMPETITIVE SEALED “TERM” BID

This is a “TERM” bid to be used beginning November 16, 2022 through June 30, 2023 with the option to renew in one year increments; not to exceed a total of seven (7) consecutive years. The University will order an estimated quantity each year for the term of the contract and any possible extensions. The quantities stated within are estimated for bidding purposes only. The University may order more or less as is required during the term of the contract.

Date Issued: Oct. 26, 2022

Bid Number: UCA-23-026

Bid Closing Date: November 9, 2022

Bid Closing Time: 10:00 a.m.

Type of Contract: TERM

Contract Period: Contract Award through June 30, 2023

UCA Contact Person: Audra Emerson

Phone Number: 501-852-0236

Fax Number: 501-450-5020

Email: Aemerson3@uca.edu

Invoice To: University of Central Arkansas
Attn: Accounts Payable, McCastlain Basement
201 Donaghey Avenue
Conway, AR. 72035

Delivery Period: See Attachment

F.O.B. Destination

“UCA MAGAZINE”

INSTRUCTIONS: THE VENDOR MUST PROVIDE THE INFORMATION BELOW. BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. FAXED OR EMAIL BIDS WILL NOT BE ACCEPTED.

Company Name

Federal Tax ID or Social Security No.

Address

Telephone Number

City/State/Zip

Fax Number

Email Address

Printed Name

Date

Signature

ITEMS MUST BE PRINTED, NO DIGITAL COPIES ALLOWED

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

Special Terms and Conditions:

1. Bid must include inside delivery and all freight charges to the University of Central Arkansas, 201 Donaghey Avenue, Conway, AR 72035.
2. The University of Central Arkansas reserves the right to award the item(s) listed on this Invitation for bid “individually”, by “groups”, “All or None”, or by any other method as deemed in the best interest of the University of Central Arkansas as determined by the UCA Procurement Official.
3. **Substitutions of Items:** No substitutions of brand and stock numbers will be acceptable for this bid. Any substitutions of brands and changes in stock numbers for future years must be approved and authorized in writing by the Director of Procurement. Any delivery of unauthorized substitutions will be considered contract default.

Special Instructions: This is an “All or None” bid invitation. Please submit bid quote in unit cost per thousand (M), and return pages 1, 2, & 5

BIDDING INSTRUCTIONS:

In addition to filling in the unit price and extension, bidders are requested to specify total paper cost “to UCA”. The virgin costs are used for reporting purposes for the UCA Procurement Dept. The recycle costs are used in applying the Arkansas Preference for Recycled Paper Content. The unit price, or per thousand cost, must reflect all materials, including paper costs, production and transportation costs and be multiplied by the quantity to result in the extension (total).

The printing of UCA Magazine is planned for two separate issues per year: Spring and Fall. Each issue of the magazine will have a minimum quantity of 6,500.

Vendor must be able at its own expense to meet with agency on UCA Campus within a 72 hour time period of agency notification during regular working days. “Working days” shall be defined as Monday through Friday of each week exclusive of all official State holidays.

NOTE: Item #2 -#9 may or may not be used on any given issue. Bidder to reflect “per thousand” (M) unit price.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	13,000	Printed Magazines	\$	\$
2	13,000	Option to add #9 Remittance Envelope – printed and inserted	\$	\$
3	13,000	Option to add “T” perf *	\$	\$
4	13,000	Option to add fifth color (Metallic ink) to cover/text	\$	\$
5	13,000	Option to add extended cover **	\$	\$
6	13,000	Option to add extended text spread ***	\$	\$
7	13,000	Option to add 3” (estimated size) blind emboss	\$	\$
8	13,000	Option to add 3” (estimated size) foil stamp	\$	\$
9	13,000	Option to add a spot gloss UV coating ****	\$	\$
			GRAND TOTAL	\$

MINIMUM ORDER QUANTITY: Each issue will contain a minimum of 6,500 magazines.

(Include all materials and operation necessary for the production of the item(s) specified including, but not limited to the paper stock, composition, disk conversion, negatives, plate(s), printing, ink(s), perforating, gluing, packaging and delivery as specified).

* The approximate size of the “T” perf would be 3/8” from gutter, 4” in height and 8 1/8” width. The approximate location would be text page 34.

** The approximate flat size of the extended cover spread would be 25 3/8” x 11” (including 8 1/2” x 11” back cover page, 8 1/2” x 11” front cover page and the 8 3/8 “ x 11 extended cover page. The finished size of the extended cover page would be 8 3/8” x 11” (the extended cover page would fold inside the front cover page).

*** The approximate flat size of the extended text spread would be 25 3/8” x 11” (including two standard 8 1/2” x 11” text pages and the 8 3/8” x 11” extended text page. The finished size of the extended text page would be 8 3/8” x 11” (the extended text page would fold inside the standard text page spread). The extended text page would most likely be an extension of the center text spread.

**** The spot UV would most likely be presented as a "typography" effect on the front cover. The approximate size coverage is 3 1/2” x 8 1/2”.

RECYCLED INFORMATION

As a condition of award, the Office of State Procurement may require that the apparent low bidder provide confirmation of the specifications of the recycled paper(s) bid by providing a certified letter from the manufacturer (mill) confirming the paper’s basis weight, brightness, opacity and post consumer content.

There is an additional ten percent (10%) preference for the largest allowable percentage of post consumer materials recovered from within the State of Arkansas vendor must provide authentication in the form of a certificate from the de-inking facility which processed the post consumer material. This information must be substantiated by the mill manufacturing the paper used to fulfill this contract.

In accordance with the authority granted to the State Procurement Director by A.C.A. of 1991, 119-11- 203(31) the following definition of recycled paper applies:

“Recycled Paper”, as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post consumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) post consumer material by fiber weight.

Any sheet offered that is found to contain excessive lint or foreign (non-paper) elements will be rejected.

Bidders offering recycled paper must, upon receipt of a written request from the Office of State Procurement, make available samples for inspection within five working days.

QUALITY:

Items printed under this contract shall be of **EXCELLENT** quality. Accurate trimming, consistent ink coverage, density and concise registration of ink shall be required. Obvious press or production defects such as roller marks, set-off, smudges, etc., are reasons for rejection of the printing job on a quality basis.

DELIVERY SCHEDULE:

All items must be delivered within fifteen (15) working days after receipt of negatives, contract award or proof, whichever is later. "Working days" are defined as Monday through Friday of each week exclusive of all official State holidays. **The contractor is responsible for all transportation expense for delivery of the finished items and any required proofs, as well as the safe return of all production materials and negatives at the completion of the job.** Bidders are required to bid F.O.B. Conway, Arkansas 72035 for delivery.

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SCOPE: UCA Magazine: The intent of this TERM Contract is to provide for the printing of saddle stitched magazine entitled "UCA Magazine" for the University of Central Arkansas in Conway, AR 72035.

QUANTITY: The quantity listed is estimated by the ordering agency based upon previous usage. The Agency may order more or less (see Minimum Order Quantity) as is required during the term of the contract. The Agency does not guarantee to buy all of the estimated quantity of any total dollar amount.

PRICING: The total bid price shall include all materials and operations necessary for the production of items specified including but not limited to: negatives, proofs, paper stock, printing, folding and binding, quality assurance, and delivery of a portion to the magazine's FOB Destination, Freight Paid to Stolze Printing Company mailing service located in Bridgeton, MO and delivery of the balance of the magazines FOB Destination, Freight Paid to the University of Central Arkansas, Wingo Hall Room 113, Conway, Arkansas, 72035.

MAGAZINE SPECIFICATIONS:

QUALITY: All items provided under the scope of this IFB shall be of **EXCELLENT** Quality. Binding shall be of **FIRST CLASS** quality standards and provide securely saddle-stitched magazines which will withstand normal usage. Special care shall be taken in the saddle-stitching process to accommodate photos/ art which jumps the gutter. This is a premium piece and requires strict quality control by the vendor to assure highest level of quality for the printing and finishing of each issue.

SIZE: Finished page size: 8-1/2" x 11" (Trim size is firm)

NUMBER OF PAGES: Estimated 40 numbered text pages (plus cover).

STOCK: Cover: Virgin or Recycled Coated Dull or Satin Offset, 80# cover weight, white, Minimum acceptable brightness: 88.

Examples of Virgin Brands: Crystal Silk, Mirage Satin.

Examples of Recycled Brands: Opus Dull, Betalith Dull or agency approved alternate.

Text: Same as above but 80# text weight. Must be same brand for both weights.

INK: Magazine Cover/Text: All pages are four color process plus aqueous coating throughout. **Envelope:** Two color/ two sides; Black and PMS 268-Purple

BRAND of PAPER BID: _____

BRAND of SOYBEAN OIL INK: _____

PRESSWORK: Cover and all text pages print (4/4) four color process. Pages may bleed on all edges.

BINDING: Magazine saddle stitch along 11" dimension with two (2) staples. Additionally, an envelope may be inserted across fold into magazines. Which issues will include envelope shall be determined by agency at time of printing during the term of the contract. Photos and artwork may jump gutter of book, making binding operation critical.

NOTE: Agency reserves the right to press check any or all issues. Vendor must provide agency with reasonable lead time in order to make necessary travel arrangements for press check. (Reasonable lead time is dependent on vendor location/distance from agency).

PRE-PRESS/PRODUCTION MATERIALS: Pre-Press requirements: Digital imaging required of vendor must produce optimum results obtainable from the digital file provided. Images of lesser quality than the file provided will be rejected and must be corrected at vendor's expense. However, images of acceptable or equal or better quality than original digital file that may require correction of color, noise, etc. at agency request for correction may be billed by vendor.

HOURLY RATE CHANGE FOR VENDOR ALTERATION: \$ _____

The printing of UCA Magazine is planned for two issues per year: Spring and Fall. Each issue of the magazine will have a minimum quantity of 6,500. Submission of production materials to vendor will be available approximately fifteen (15) working days prior to required mailing/delivery date.

The agency will furnish files for cover and text. Artwork created from Adobe InDesign (MAC) and contains all scans and screens. A copy of previous printing will be provided for vendor reference.

Contractor is required to inspect and make a determination as to the usability of all agency provided production materials within two (2) working days after receipt from agency. Problems encountered with materials must be reported immediately to the agency and the UCA Procurement Office. If the contractor fails to comply with this requirement, the agency may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving agency provided production materials.

PER SIGNATURE RATE: The number of text pages is estimated. These rates shall not enter into the determination of the lowest, responsible bidder. Bidders are advised that costs which are not a logical progression of the price bid or which exceed "fair market value" as determined by a comparison of other prices obtained will result in rejection of the vendor's bid. Vendor will be required to deduct or add to the invoices if the number of pages should vary.

COST PER EACH PAGE SIGNATURE:

Add for 4 PAGES +\$ _____/M Deduct for 4 PAGES -\$ _____/M

Add for 8 PAGES +\$ _____/M Deduct for 8 PAGES -\$ _____/M

ENVELOPE SPECIFICATIONS: ITEM 2 OPTION

DESCRIPTION: #9 Remittance Envelopes (open/extended flap). Vendor must procure and provide envelopes for use in printing and insertion across fold into magazines at time of printing.

SIZE: Approximately 8-7/8" x 7-5/8" flat, folds to 8-7/8" x 3-7/8" (extended flap)

ADHESIVE: Dry gum

PAPER STOCK: 24# White Wove

INK: Two (2) colors, Black and PMS 268-Purple.

PRE-PRESS/PRODUCTION MATERIALS: Agency will furnish artwork in Adobe InDesign (MAC). Contractor is required to inspect and make a determination as to the usability of all agency provided production materials, including diskettes, within two (2) working days after receipt from agency. Problems encountered with materials must be reported immediately to the agency and UCA Procurement office. If the contractor fails to comply with this requirement, the agency may disallow as a valid reason for failing to meet the required delivery schedule, any claim involving agency provided production materials.

Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the contract holder in order to calculate the final delivery date of the finished product. The time proofs are out of contract holder's plant will not count against production time.

PRESSWORK: Prints both sides in two (2) colors, Black and PMS 268-Purple. No bleeds. For envelope printing sample, see Samples section.

BINDERY: Envelope is inserted across fold (not stitched) into the booklet at beginning of a text signature.

EXPLANATION OF OPTIONS BID:

Item 2 – Option 1: #9 Remittance Envelopes: This option provides for the addition of a vendor provided, printed (extended flap), and inserted #9 Remittance. This option may or may not be used on any given issue. See Envelope Specifications above.

Item 3 – Option 2: "T" Perforation requirement: This option provides for the addition to any issue a "T" perf which runs both vertical and horizontal to the spine. Perf would run vertically from the bottom of the page (usually about 3/8" from the gutter but can vary greatly depending on the desired width of the page to be removed) to an assigned height and then runs horizontally across the width of the page, creating the "T" Shape of the perf. It is expected only one issue will utilize this option so that a registration form for a special event or reader survey can be removed by alumni.

Item 4 – Option 3: Fifth color of metallic color ink: This option of a fifth color is to allow use of a metallic ink for special occasions/recognitions on cover/text of magazine.

Item 5 and 6 – Option 4 & 5: Fold out spread: This option would allow for an extended cover OR extended text spread to feature special events/features in any issue. Bidders to state cost for each.

Item 7 – Option 6: Emboss: This option would allow for a small embossing on the cover. Emboss would be approximately 3" x 3" in size.

Item 8 – Option 7: Foil Stamp: This option would allow for a small blind embossing on the cover. Emboss would be approximately 3” x 3” in size.

Item 10 – Option 9: This option would allow for the application of a spot gloss UV coating as a specific art element/effect on the cover/text page of the magazine.

PROOF: REQUIRED (All Items); A proof will be required prior to each printing within three (3) working days after receipt of production materials.

The contractor is to provide from Art provided, an assembled laser proof of complete file and digital contract color proofs (high resolution) of both cover and text. Color proofs must be of very high quality accurately representing the finished printed product including color rendition and density of all artwork (4 color images, screens, etc.). All proofs must be approved by agency prior to printing.

Send proofs to:

University of Central Arkansas
Attn: Kimberly Klotz
Director of Marketing
UCA Box 4925
201 Donaghey Ave.
Conway AR, 72035

Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the contract holder in order to calculate the final delivery date of the finished product. The time proofs are out of contract holder’s plant will not count against production time.

DELIVERY: Items to be delivered are due Fifteen (15) working days after approval of submitted proof. “Working days” shall be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor. Final delivery of finished copies must be accomplished within the shortest reasonable time frame after final copy is ready for the contractor; accordingly, prospective contractors must be prepared to make timely exchange of copy, delivery of proofs, exchange of corrected proofs, and of finished work. Bidders will be carefully evaluated with respect to their capabilities in the regard including careful consideration of past performance under prior contracts.

DELIVER TO: FOB Destinations, Freight Paid to Stolze Printing Company (in Bridgeton Missouri) mailing service (determined at time of issuance of purchase order) with remaining magazines shipped to University of Central Arkansas. (See Packaging section).

ORDERING PROCEDURE: All orders placed against this contract shall be in the form of a purchase order issued by the ordering agency and routed directly to the contractor for each issue. Purchase order will specify total order quantity plus indicating any options to be added. The agency will provide production materials and purchase order at least fifteen (15) working days prior to required mailing/delivery date.

CONTACT: Audra Emerson at (501) 852-0236 for questions about the bid. Direct all artwork questions to Kimberly Klotz at (501) 852-2620.

OVERRUNS/UNDERRUNS: (All issues) 10% overrun is allowed (see scale below). Overruns will be billed at 80% only of the unit contract price. No under runs allowed on this project.

ALLOWANCE SCALE

<u>Allowance</u>	<u>Quantity</u>
10%	1-1,500
8%	1,501-5,000
5%	5,001-25,000
4%	25,001-75,000
3%	75,001-150,000
1%-2%	150,000 plus

PACKAGING: Finished items shall be packaged and cartoned so as to protect contents from damage during shipment, handling and storage. All cartons must be marked on outside with name of publication, vendor name, and quantity contained within. Binding will not be accepted. Carton weight shall not exceed 40 pounds each.

Bidders must note special packaging requirements with majority of the shipment cartoned and pallets shrink wrapped to be delivered to a mailing service and remaining copies cartoned and pallets shrink wrapped to be delivered to UCA Warehouse or other agency approved campus location. Call for delivery address.

INVOICING: An itemized invoice reflecting the quantity, description, and unit price is required.

GENERAL TERMS

SAMPLES: On all printing jobs, contractors shall provide a minimum of three (3) samples, a copy of the invoices, a copy of any analysis sheet showing how costs were calculated to Audra Emerson, UCA Procurement Office, Wingo Hall Room 113; Conway, AR 72035.

If quality problems are evident, the UCA Procurement Office, in coordination with the using agency, will review the problems, and if the specifications of the contract are not met, will assess a penalty for the inferior merchandise. If in the opinion of the UCA Procurement Office and the using agency, the merchandise is unacceptable, the Vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, the UCA Procurement Office will establish, in writing, a new delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty as specified in the contract. Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract.

MISCELLANEOUS CHARGES/ALLOWANCES: Prior to any work being performed under this contract that will result in additional costs, written authorization **MUST** be obtained from the UCA Procurement Office. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the UCA Procurement Office. However, any additional costs incurred after contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns or any other unforeseen costs.

BROKERING: To Broker and or to farm out printing (ink on paper) of this contract to a sub-contractor is NOT PERMITTED without the knowledge of the End User and UCA Procurement Office approval.

LIQUIDATED DAMAGES OR PENALTY: All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the UCA Procurement Office to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. Liquidated damages imposed by UCA against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The UCA Procurement Office will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, the UCA Procurement Office of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the UCA Procurement Office prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500 whichever is smaller.

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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to: Audra Emerson, Procurement Department, Wingo Hall Room 113; Conway, AR 72035.

TAXES: UCA does pay state sales tax. However, **DO NOT** add sales tax into your bid. Taxes will be applied when invoiced.

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 PROCUREMENT PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESS 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.

UCA STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.

2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.
3. **BID SUBMISSION:** Bids must be submitted to the Procurement Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.
6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.
7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The 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 University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", 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 the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
9. **GUARANTY:** All items 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 invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.

10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.

11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.

13. **TAXES AND TRADE DISCOUNTS:** List all taxes as a separate line item on the bid for commodities. However, for construction projects all taxes must be included in the total bid price. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE:** Firm Contract: A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. Term Contracts: A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.

15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.
16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Procurement Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.
17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Procurement Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Procurement Department. Packing memoranda shall be enclosed with each shipment.
18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Procurement Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.
19. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.
20. **UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.
22. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.
23. **ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.
24. **LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but

unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. **DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employ practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/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 bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. **ETHICS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas 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. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. **ANTITRUST:** As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas 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 Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State 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:

- 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;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- 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;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

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 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. As

provided in Act 308 of 2013, 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.

30. **CANCELLATION FOR CAUSE:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. **CANCELLATION FOR CONVENIENCE:** The University may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

32. **ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Procurement Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

33. **SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

34. **EMPLOYMENT OF ILLEGAL IMMIGRANTS-CERTIFICATION BY BIDDER:** Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

35. **WORK FOR HIRE:** All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and

deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

RIDER

Any contract or agreement to which the University of Central Arkansas (“UCA”) is a party shall be deemed to have the following provisions incorporated by reference:

(1) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall not be responsible or liable for any type of special or consequential damage to the other party, specifically including, but not limited to, lost profits or commissions, loss of goodwill, or any other damages of such nature.”

(2) “Notwithstanding any other provision of this agreement or contract, the University of Central Arkansas shall never indemnify or hold another party harmless from any damages, liability, claims, demands, causes of action or expenses. However, with respect to any loss, expense, damage, liability, claim or cause of action, either at law or in equity, for actual or alleged injuries to persons or property, arising out of any negligent act or omission by UCA, or its employees or agents, in the performance of this agreement, UCA agrees that:

(a) it will cooperate with the other party to this agreement in the defense of any action or claim brought against the other party seeking damages or relief;

(b) it will, in good faith, cooperate with the other party to this agreement should such other party present any claims or causes of action of the foregoing nature against UCA to the Arkansas State Claims Commission;

(c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Arkansas State Claims Commission, and will make reasonable efforts to expedite any hearing thereon. UCA reserves the right, however, to assert in good faith any and all defenses available to it in any proceedings before the Arkansas State Claims Commission or any other forum.

Nothing herein shall be interpreted or construed to waive the sovereign immunity of UCA.”

(3) “The University of Central Arkansas does not have any form of general liability insurance. It does have liability insurance coverage on vehicles, as well as certain professional liability coverage for clinical programs (and students assigned through those programs). Please contact the university department with responsibility for the program involved or the Office of General Counsel, if you have questions concerning insurance coverage.”