



UNIVERSITY OF  
**CENTRAL  
ARKANSAS™**

## INVITATION FOR COMPETITIVE SEALED “TERM” BID

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**Submit Bids To:** Procurement Department  
University of Central Arkansas  
201 Donaghey Avenue, Wingo 113  
Conway, AR 72035

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This is a “**Term**” bid to be used upon contract approval through June 30, 2025 with an option to renew in one year increments not to exceed a total of seven (7) consecutive years. The square footage listed is estimated and may be “**MORE or LESS**”. Work will be on “**AS NEEDED**” basis. All prices must remain firm for each period of the Contract.

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General Description of Needs: **Towing Service for University of Central Arkansas**. See page 3 for more information.

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**UCA Contact Person: Daryl Babb**

**Phone Number: 501-450-5029**

**Fax Number: 501-450-5020**

**Type of Contract: TERM**

**Contract Period: Contract approval – June 30, 2025**

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

### **Special Terms and Conditions:**

1. This bid will be awarded to the lowest responsible/responsive bidder on an “ALL OR NONE” basis.
2. The successful Contractor shall be required to furnish General Liability Insurance, Automobile Insurance and Worker’s Comp Insurance (if applicable).
3. Any contract entered into as a result of the Invitation for Bid could be renewed for a total of seven (7) consecutive years, in one (1) year increments. Pricing is subject to negotiation with each renewal period.

**REQUEST FOR BID  
SIGNATURE CERTIFICATION PAGE**

Description: Towing Service  
Issue Date: March 27, 2024  
Opening Time: 9:00 a.m. CST

Bid Number: UCA-25-001  
Opening Date: April 11, 2024  
Procurement Contact: Daryl Babb

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID MUST BE SEALED AND PROPERLY MARKED WITH THE BID NUMBER, DATE AND TIME OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE UNIVERSITY OF CENTRAL ARKANSAS PROCUREMENT OFFICE.

Company Name: \_\_\_\_\_

Contact Name (Type or Print) \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Point of Contact Phone Number: \_\_\_\_\_

Point of Contact E-Mail Address: \_\_\_\_\_

**FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:**

\_\_\_\_\_  
Federal Employer Identification Number or Social Security Number

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Offeror, and that the contents of this bid have not been communicated to any other Offeror or any employee of University of Central Arkansas prior to the official review of this bid. **THE BID MUST BE SIGNED. UNSIGNED BIDS WILL NOT BE CONSIDERED.**

Signature: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID.**

**University of Central Arkansas  
CONWAY, ARKANSAS 72035  
INVITATION FOR BID**

**GENERAL INFORMATION**

The University of Central Arkansas (UCA) is soliciting responses from interested vendors for towing/wrecker services involving vehicles located on the property of this University. The majority of these vehicles must be removed from the campus due to parking violations or other various reasons as deemed necessary by the UCA Police Department. Estimated number of calls for this type of service is fifty (50) per calendar year.

The service(s) will involve, but will not be limited to, the following:

- a. Responding to calls, authorized by the UCA Police Department, for the removal of vehicles from the UCA campus.
- b. Impoundment and storage of vehicles by order of the UCA Police Department.
- c. Proper notification of the last known owner of such stored vehicles, as required by law.
- d. Not releasing such vehicles until approved by the UCA Police Department.

**OWNER'S PREFERENCE**

**1.1** Before utilizing the awarded tow company, "owner's preference," shall be offered by the UCAPD to the registered owner, driver, or any competent occupant, if available, of any disabled or inoperative vehicle, except in those circumstances when an emergency exists or where the immediate clearing of a public thoroughfare mandates that a tow operator be requested on an expedited basis, or when the occupant(s) have been physically arrested.

**1.2** "Owner preference" means the right of the owner or person in charge of any disabled or inoperative vehicle to request some responsible and reasonable person, gratuitous bailee, or bailee for hire of his or her choosing to take charge and care of said vehicle.

**MINIMUM REQUIREMENTS**

Any towing business that wishes to respond to this RFP shall meet the following requirements:

**2.1** The towing business shall be approved by the Arkansas Towing and Recovery Board and be licensed to engage in the non-consent towing business. Each tow vehicle must have a current "Tow Vehicle Safety Permit" (decal issued by the Arkansas Towing and Recovery Board) affixed to the windshield.

**2.2** Each tow vehicle shall display a current vehicle license plate indicating the vehicle is properly registered for gross weight as set forth under Arkansas law.

**2.3** The towing business shall be willing to provide towing, storage, or other related services at all hours.

**2.4** The towing business shall have a phone number listed in the name of the towing business, and in addition, have a phone number at which the towing business can be contacted after business hours. During normal business hours, Monday through Friday, the towing business shall have someone at the business that will be available for administrative matters, and for the release of motor vehicles or other related items stored at the request of UCAPD. After normal business hours, a person shall be on-call to provide said services.

**2.5** The towing business shall provide UCA Purchasing a complete list of all prices for the services it performs or may perform related to the towing and storage of any vehicle for the UCAPD. The list shall be on the letterhead of the towing business. The towing business shall not exceed the prices on file with UCA for services performed at the request of the UCAPD.

2.5.A The towing business understands these prices may be provided to citizens needing a tow service and will be subject to public release under the Arkansas Freedom of Information Act.

**2.6** The towing business shall provide reasonable accommodations for after-hour release of stored vehicles or the release of personal property in stored vehicles or other related storage. Once UCAPD releases any hold on personal property inside or affixed to the towed vehicle, the towing company, unless they can show just cause, shall release personal property to the rightful owner. Nothing herein shall be construed to require a towing business to forfeit or relinquish its possessory lien as established under Arkansas law.

**2.7** The towing business shall maintain a reasonably secure area for the safe storage of motor vehicles or other items stored at the request of the UCAPD. Storage facilities shall be clearly marked as belonging to that particular towing business.

2.7.A Each storage facility must have adequate lighting to illuminate the fenced-in area.

2.7.B Fencing shall be adequate to reasonably secure the storage facility and prevent unauthorized entrance. The towing business shall maintain a sufficient amount of insurance to cover loss or damage to stored vehicles or property.

**2.8** Any tow vehicle being utilized by the towing business shall have the name of the towing business permanently affixed to the vehicle. Magnetic signs shall not be used.

**2.9** Each towing business shall maintain tow and hook, liability, and garage-keepers insurance in an amount not less than that designated under Arkansas law.

**2.10** Towing operators that respond to UCAPD calls shall not have a felony conviction; or a theft related Misdemeanor within the last (3) three years. Prior convictions will be considered on a case-by-case basis.

## **TOW COMPANY COMPLIANCE REQUIREMENTS**

The towing businesses submitting to this proposal shall comply with the following requirements:

- 3.1** Towing businesses shall remove any glass, vehicle parts, or other substances dropped or spilled prior to leaving the incident scene.
- 3.2** No towing business shall accept a service call if the tow vehicle operator is under the influence of any substance that could cause impairment.
- 3.3** The towing business shall maintain a record or ledger of all vehicles towed at the direction of the UCAPD. This record or ledger shall contain the following information: (1) date, time and location of the tow; (2) description of vehicle being towed with VIN and license plate number; (3) name of tow vehicle operator; and (4) location to which the vehicle was towed.
- 3.4** Towing businesses shall cooperate with UCA and allow the inspection of records or equipment associated with compliance of these Rules.
- 3.5** The towing business shall maintain a physical business location within ten (10) miles of the UCA Campus and be able to respond to requirements of services within fifteen (15) minutes from the time of request, and no vehicle or other item shall be removed from the city of Conway unless released to and/or authorized by the owner or the owner's legal representative of the towed vehicle.
- 3.6** If contacted by an owner to respond to the scene of an automobile accident on the UCA Campus, the towing business shall contact the UCAPD Communications Center to advise of the request before proceeding to the scene of the accident.
- 3.7** The owner, or owners, and any employee of the towing business who operate a tow vehicle, shall comply with all federal and state laws.

## **EQUIPMENT REQUIREMENTS**

- 4.1** All tow vehicles as defined in these regulations which operate on Arkansas's public roadways shall have the following minimum equipment installed, or on board:
  - 4.1.A** Fire Extinguisher(s), ABC Type, total capacity of not less than nine (9) pounds.
  - 4.1.B** Amber flashing light(s) visible within 360 degree rotation around the tow vehicle and visible in bright sunlight.
    - (1) Unless otherwise required by law, said lights are mandatory only for tow vehicles which hook up or unhook, load or unload, winch or otherwise work while stopped on a public roadway or public roadway right-of-way; provided however, no tow vehicle, which is not equipped with amber flashing light(s) visible within 360 degree rotation around the tow vehicle, and visible in bright sunlight, shall hook up or unhook, load or unload,

winch or otherwise work while stopped on a public roadway or public roadway right-of-way.

(2) Unless otherwise required by law, use required only when the tow vehicle is hooking up or unhooking, loading or unloading, winching or otherwise working while stopped on a public roadway or public roadway right-of-way, or when circumstances are such that the vehicles(s) being transported creates a potentially hazardous condition for other motorists.

- 4.1.C Tail, turn and stop lights attached, or to be attached, to the towed or towing vehicle so as to be visible from the rear.
- 4.1.D Safety chains and/or straps to secure the towed vehicle to the towing vehicle when towing and/or otherwise transporting vehicles on public roadways.
- 4.1.E Flares, reflective cones, reflective triangle safety signals, or other similar safety devices.
- 4.1.F Light and air brake hookups (required only on tow vehicles capable of towing semi-truck and trailer vehicles.)
- 4.1.G Safety straps for wheel lift equipment as required by the equipment manufacturer for securing the towed vehicle to the towing vehicle.
- 4.1.H Tow vehicles equipped with winches and used for recovery and/or hoisting, and for towing a vehicle during transport, shall have a winch with an 8,000 pound minimum capacity and a minimum 3/8 inch diameter cable size, provided,
  - (1) Winch capacity and cable size shall increase proportionately with Gross Vehicle Weight Rating increase,
  - (2) Come-A-Long, chain, or other similar device, shall not be used as substitute for winch and cable.
- 4.1.I Any tow vehicle used for hoisting and/or for towing a vehicle during recovery and/or transport shall be equipped with dual rear wheels and shall be rated at a minimum of 9,000 pounds GVWR, provided however, the owner of tow vehicle for which the Board issued a Tow Vehicle Safety Permit under the Grandfather Provision on or before January 1, 1995, and renewal permits have been issued regularly thereafter, is exempt from the dual wheel and 9,000 GVWR requirements as long as ownership of the tow vehicle does not change and regular renewals continue to be issued by the Board.

**4.2** It shall be the responsibility of any member of the towing industry and his operators to use all of that business's towing-related equipment knowledgeably and safely.

#### **RATES AND CHARGES REQUIREMENTS**

A towing business receiving calls from the UCAPD shall not charge fees in excess of those provided in writing by the towing business as part of this bid, nor shall a towing business charge for the use of equipment and/or personnel not reasonably necessary to perform the requested services in a timely and professional manner.

**5.1** Any and all fees for services rendered must be the responsibility of the vehicle owner. UCA will not be responsible for any liability claims nor charges of any kind.

**5.2** Storage fees shall be reasonable, as determined by industry standards. A list of fees and how those fees are calculated shall be given to the UCAPD. Consumer charges shall not deviate from the list provided.

**5.3** Whenever complaints are received by the UCAPD concerning the services provided or the fees charged for towing and related services requested through the UCAPD, the complaint shall be investigated to determine the validity of the complaint and if any action is warranted against the towing business.

**5.4** Any towing business found to have exceeded its posted prices, using unnecessary services to increase its fee, or engaging in unethical business practices shall be subject to contract termination. Towing businesses shall maintain a current price list, on its letterhead, of all charges for equipment and services at UCAPD.

**5.5** All non-consent towing businesses shall develop for each vehicle towed a true and correct itemized statement, bill, or invoice of all charges, separately itemizing fee for notification to owner(s) and lien holders and shall furnish the owner of the tow vehicle or his agent with a duplicate of the itemized statement, bill, or invoice of all charges incurred.

**5.6** Below is a list of mandatory response fees or charges

5.6.A Charge/Fee for any vehicle towed from the premises of UCA:  
\_\_\_\_ \$ \_\_\_\_\_

5.6.B Storage / Impound charge/fee on a per day basis:  
\_\_\_\_ \$ \_\_\_\_\_

5.6.C Storage/Impound charges/fees are initiated on the:  
Date of Impoundment: \_\_\_\_\_ Date after Impoundment: \_\_\_\_\_  
(Check the appropriate response)

5.6.D Charge/Fee if the owner of the vehicle shows up prior to “hook-up”:  
\_\_\_\_ \$ \_\_\_\_\_

5.6.E Charge/Fee if owner of the vehicle shows up prior to the tow but “hook-up” has been made: \_\_\_\_ \$ \_\_\_\_\_

5.6.F Charge/Fee for impoundment notification to vehicle owner, by “Registered” Mail, if required:  
\_\_\_\_ \$ \_\_\_\_\_

5.6.G Winching fee, if ever necessary:  
\_\_\_\_ \$ \_\_\_\_\_

5.6.H Car Hauler / Roll Back truck fee for those vehicles that need that type:

\_\_\_ \$ \_\_\_\_\_

5.6.I Car unlocking, if requested or if ever necessary:

\_\_\_ \$ \_\_\_\_\_

5.6.J Flat tire change / assistance:

\_\_\_ \$ \_\_\_\_\_

5.6.K Fuel Delivery, if requested by vehicle owner:

\_\_\_ \$ \_\_\_\_\_

5.6.L Awarded tow company will provide the University of Central Arkansas with a minimum of fifteen (15) tows of University vehicles within a thirty-five (35) mile radius of the University at no charge to the University. \_\_\_\_\_ yes

\_\_\_\_\_ no

5.6.L Responding tow business is to provide any additional charges or fees to this response.

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### 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 Purchasing 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:** Do not include state sales tax. 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 (s) of commodities, or the providing of service (s), 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 Purchasing 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 Purchasing 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 Purchasing 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 Purchasing 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. ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to UCA that the technology provided to UCA for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, 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 assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**30. CANCELLATION:** 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. 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 Purchasing 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.

**32. 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.

**33. 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](http://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.

**34. 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.”***