



PROCUREMENT DEPARTMENT

**201 Donaghey Ave.
Wingo Hall Room 113
Conway, AR 72035**

INVITATION FOR COMPETITIVE SEALED “TERM” BID

This is a “TERM” bid to be used beginning May 23, 2024 through June 30, 2024 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.

Buyer: Audra Emerson
Telephone: 501-852-0236
Email:
aemerson3@uca.edu

Bid Number: UCA-24-054
Issued: May 8, 2024
Bid Opening Date: May 23, 2024
Bid Opening Time: 9:00 A.M.

“UCA Admissions 2024-2025 Info Packet Folder Mailer”

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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

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID.

ITEMS MUST BE PRINTED, NO DIGITAL COPIES ALLOWED**SPECIAL INSTRUCTIONS:**

1. Bid must include inside delivery and all freight charges to the University of Central Arkansas, 201 Donaghey Ave., Conway, AR 72035.
2. This is an “All or None” bid invitation. **Please submit bid quote in unit cost per thousand (M).** Return Pages 1 - 3, & 5
3. No Substitutions of brand and stock numbers will be acceptable for this bid. Any substitutions of brands and changes in stock number 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.

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 Office. 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).

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

(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).

Option I: VIRGIN PAPER STOCK

DESCRIPTION: UCA Admissions 2024-2025 Info Packet Folder Mailer
***UNIT PRICE (INCLUDING ALL PAPER COST & OPERATIONS)**

QUANTITY(S): 30,000; 40,000; 50,000

Quantity: 30,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF VIRGIN STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

Quantity: 40,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF VIRGIN STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

Quantity: 50,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF VIRGIN STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

Option II: RECYCLED PAPER STOCK

DESCRIPTION: UCA Admissions 2024-2025 Info Packet Folder Mailer
***UNIT PRICE (INCLUDING ALL PAPER COST & OPERATIONS)**

QUANTITY(S): 30,000; 40,000; 50,000

Quantity: 30,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF RECYLED STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

Quantity: 40,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF RECYLED STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

Quantity: 50,000

UNIT COST (Per Thousand (M))

EXTENSION

\$ _____

\$ _____

BRAND OF RECYLED STOCK BID: _____ BRIGHTNESS LEVEL: _____

WEIGHT OF STOCK COVER/TEXT _____

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 Admissions 2024-2025 Info Packet Folder Mailer

QUANTITY OPTIONS: 30,000; 40,000; 50,000

SIZE: 13" x 10.5" closed; 32" x 19" unfolded/open

STOCK: 10, 11, 12, or 13 pt uncoated cardstock

INK: 4/4

BRAND of SOYBEAN OIL INK: _____

PRESSWORK: Cut and folded; perforated bear head that can pop-out; and cut tabs (for 8.5" x 11" pages) on one panel. See attached specifications for folding & perforation/cutting.

COMPOSITION: Fold to closed size; Self-Adhesive flap (2.25"), plus .025"-.075" nylon adhesive with pull tab. Carton pack; boxes labeled with quantity, year & item

PROOF: Digital

DELIVERY: All items delivered no later than 3:00 pm Friday, June 21, 2024.

DELIVER TO: Bryttani Bartlett or Shalia Delph; University of Central Arkansas, Donaghey Welcome Center, 250 Donaghey Ave., Conway, AR 72034 or Jason Davis Physical Plant Warehouse

CONTACT: Audra Emerson @ (501) 852-0236 or aemerson3@uca.edu. Direct all artwork questions to Bryttani Bartlett @ (501) 470-7463 or bbartlett3@uca.edu or Shalia Delph @ (501) 852-0804 or sdelph@uca.edu.

OVERRUNS/UNDERRUNS: 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. Carton weight shall not exceed 40 pounds each.

GENERAL TERMS

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.

SAMPLES: On all printing jobs, contractors shall provide a minimum of two samples, a copy of the invoices, a copy of any analysis sheet showing how costs were calculated to Audra Emerson, UCA Procurement Office, 201 Donaghey Ave Wingo 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.

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, 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, UCA Procurement Office, 201 Donaghey Ave. Wingo 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.

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.

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."