

INVITATION FOR BID – BID NO. B024015
Charter Bus Service



ARKANSAS TECH UNIVERSITY
Business Services
404 N El Paso Ave.
Russellville, AR 72801-2222
479-968-0269
purchasing@atu.edu

Bid Response:
Formal Sealed Bid

All responses must be submitted using this form. Responses must be received in Business Services at the address above by the date and time shown below. In a sealed envelope with the bid number clearly marked on the front. Faxed or email responses are not acceptable.

RESPONSE DUE BY: March 27, 2024

TIME: 2 p.m.

Company Name and Address:

For additional information, contact
 Tammy Rye

Tel: 479-968-0269

Fax: 479-968-0633

E-mail: purchasing@atu.edu

Web Site:

<http://www.atu.edu/purchasing>

**TERMS AND
 CONDITIONS:**

See attachment.

AWARD:

Award will be made in the best interest of the University, and the University's decision is final. Contract and Grant Disclosure, Combined Certification, and EEO Policy forms must be completed before purchase order can be released. Forms can be accessed via the web [here](#).

INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT: In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any college or university in Arkansas that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this RFP.

SPECIFICATIONS:

Specifications are intended to establish a minimum desired quality or performance level that will provide the best product available at the best price. It is not the intention of the University to write "closed specs".

Arkansas Tech University (ATU) is requesting bids for charter bus travel during the 2024-2024 fiscal year (July 1, 2024-June 30, 2025). The awardee (contractor) shall provide services on an as needed basis as requested by any University department. The University cannot guarantee any amount of contractor's services which may be required.

Bids are requested for 55 passenger buses with working air conditioning, heat, lights, reclining seats, restroom, Wi-Fi and TV/DVD's. Buses must have ample storage room for athletic/band equipment, video equipment, training equipment and supplies necessary for each trip.

Bus must arrive no later than one (1) hour before the departure time. Departure times given are subject to change; therefore, the contractor must contact the requesting department point of contact for each trip at least 72 hours prior to departure to confirm departure times. Itineraries must be approved in advance by the point of contact for each trip.

The contractor understands and agrees that local transportation may be required while at the trip destinations. Local transportation may include, but may not be limited to, trips to and from meals, practices, games, or other trip-related events etc., while at the trip destinations.

The contractor is advised that the requesting University department will not arrange or pay for overnight accommodations for the driver. The driver's meals and other incidental cost shall be the responsibility of the contractor. The contractor should also be responsible for paying any and all tolls, parking fees, and other trip-related expenses.

For athletic team travel, the contractor will be provided with the location, date, and estimated time of departure and return approximately sixty (60) days in advance of the event. However, the contract must have buses and personnel available on short notice for participation in post-season events such as the Great American Conference and NCAA Regional Tournaments.

If provided with the required minimum notice stated in the contractor's proposal, the contractor must guarantee the availability of buses and personnel. In the event that the contractor is unable to provide buses and personnel when required, the contractor shall be responsible for obtaining equivalent transportation services within a time frame acceptable to the University. If the cost to obtain the equivalent services elsewhere is greater than the contracted price for such services, the contractor shall be assessed the difference between the contract price and the price paid for equivalent transportation services.

The contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident for mechanical failure. Any additional costs incurred by the University to obtain alternate transportation as a result of the contractor's inability to complete the trip as required will be deducted from any amount due the contractor.

The contractor understands and agrees that only University approved passengers will be allowed to travel on any bus provided under the terms of the contract.

If approved by the University in writing, the contractor may subcontract for those services described herein provided that all the provisions and requirements between the University and the contractor fully extend to the subcontractor.

The contractor must agree that the University shall have the right to cancel requested services, without penalty or recourse, any time prior to driver/equipment call-out.

If problems are experienced on a given trip as a result of the operating condition of the contractor's buses and/or drivers, and such problems are reported to the contractor within seventy-two (72) hours of the return date of the trip, the University shall have the right to request a reasonable reduction in the amount invoiced by the contractor for the trip. The amount of any such reduction shall be mutually agreed upon by the University and the contractor.

If the frequency of problems experienced as a result of the operating condition of the contractor's buses and/or drivers becomes unacceptable to the University and/or the contractor is not receptive to reducing the amount invoiced by the contractor to an amount deemed acceptable by the University, the University shall have the right to immediately cancel the contract for material breach of contractual obligations by the contractor.

Bus and bus services must comply with all federal and state Department of Transportation rules and regulations.

Licensing and Insurance Requirements:

The contractor must ensure that all drivers provided under the terms of the contract are both licensed and insured in accordance with all applicable laws and regulations for the purpose set forth herein. The contractor understands and agrees that the acceptability of the contractor's buses and drivers shall be determined solely by the University. All buses proved by the contractor must be in excellent operating condition, and all drivers provided by the contractor must be in good health. Assigned drivers should be familiar with trip routes.

The contractor shall understand and agree that the University cannot save and hold harmless and/or indemnify the contractor or the contractor's employees against any liability incurred, or arising as a result of any activity of the contractor's employees related to the contractor's performance under the contract.

The contractor must have and maintain, at the contractor's expense, adequate liability insurance to protect the University and the general public against any loss, damage and/or expense related to the contractor's performance under the contract. The insurance coverage shall include, but need not to be limited to, the following coverages in the amounts specified. Such insurance must indemnify the University to the fullest extent possible under the laws of the State of Arkansas. Contractor will name the University as an additional insured and will furnish a Certificate of Insurance.

Commercial General Liability	General Aggregate	\$1,000,000
	Personal & Adv Injury	\$1,000,000
	Each Occurrence	\$1,000,000
Automobile Liability	Combined Single Limit	\$5,000,000

Cost Sheet

The respondent must provide pricing and related information as requested below to provide charter bus transportation services in accordance with the terms and conditions of this Invitation to Bid. Provide firm, fixed prices for two **55 passenger bus** as requested for the 2024 ATU Football Season as requested below. Other University sport schedules will be available as soon as published.

Bus will depart from the ATU Field House at Buerkle Field. Bus is to be backed into the area adjacent to the locker rooms for loading of players and equipment.

Contact: Abby Davis at adavis@atu.edu for scheduling

2024 FOOTBALL SCHEDULE

Game 1		GAME TIME	GAME DATE
SOUTHERN NAZERENE UNIVERSITY		2:00 PM	Sept. 14, 2024
BETHANY, OK.			
Depart Wednesday, Sept. 14 at 8 am Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$
Game 2		GAME TIME	GAME DATE
HENDERSON STATE UNIVERSITY		TBA	Sept. 21, 2024
ARKADELPHIA, AR			
Depart Saturday, Sept. 21 at TBA Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$
Game 3		GAME TIME	GAME DATE:
NORTHWEST OK. STATE UNIVERSITY		3:00 PM	Oct. 5, 2024
ALVA, OK.			
Depart Saturday, Oct. 5 at 8 am Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$
Game 4		GAME TIME	GAME DATE
ARKANSAS-MONTICELLO		TBA	Oct 19, 2024
MONTICELLO, AR			
Depart Friday, Oct 19 at TBA Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$

Game 5		GAME TIME	GAME DATE
SOUTHEASTERN OKLAHOMA		TBA	Nov. 9, 2024
DURANT, OK			
Depart Friday, Nov 9 at TBA Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$
Game 6		GAME TIME	GAME DATE
HARDING UNIVERSITY		TBA	Nov. 16, 2024
SEARCY, AR			
Depart Friday, Nov 16 at TBA Return immediately following game			
Bus Quantity Required	Rate per Mile	Round Trip Miles	Total Charge for 2 Buses
2	\$		\$
Other ATU Athletic Teams Requiring Bus Transportation			
1 Bus Required	Rate Per Mile	These ATU Athletic Team schedules will be made available to awardee as soon as released for the upcoming season.	
Volleyball	\$		
Basketball	\$		
Baseball	\$		
Softball	\$		
Tennis	\$		
Golf	\$		
Cross Country	\$		
ATU Non-Athletic Travel -Some bus travel will be required for university programs examples include Upward Bound and the ATU Marching Band. Provide firm, fixed prices as requested below for each of the following size buses with one (1) driver per bus. These trips will vary in mileage and days required. Please complete the following fields for these trips for one (1) 55 passenger bus.			
Price per Mile	Price per Hour	Price per Day	
\$	\$	\$	
Minimum Notice Required- State the minimum notice required to guarantee personnel and equipment availability. (specify hours, days, etc.):			
Additional Charges			
Fuel Surcharge Per Mile	\$		
Extra Driver, per day, per bus	\$		

Additional Costs and/or Expenses		
The offeror must specifically identify as part of the bid any and all additional fees, costs, and/or expenses associated with providing the services specified herein. The University will neither pay nor be liable for any fees, costs, and /or expenses not specifically identified in the offeror's bid. <i>Use space to the right.</i>	\$	
Minimum Charges:		
The offeror must fully describe as part of the offeror's bid any minimum charges (mileage, hourly, daily, etc.) associated with the requested services. <i>Use space to the right.</i>	\$	
Renewal Options		
The University reserves the right to renew the contract for an additional two years for a total of three years. The offeror must indicate below the maximum percentage of increase applicable to contract renewal options. If a percentage is not provided, the University shall have the right to execute the renewal option at the same prices quoted for the original contract period.		
Year Two Renewal:	%	Percentage of original contract prices
Year Three Renewal:	%	Percentage of year two contract prices

By signing below, the offeror certifies that the above pricing and related information is hereby submitted in accordance with the terms and conditions of this Invitation for Bid.

Prices firm until: _____ Date Quote Submitted: _____

Company Name: _____

Signature & Title: _____

Name (printed or typed): _____

Tel No: _____

Fax No: _____

E-Mail: _____

Web Site: _____

Submission Checklist:

Complete Company Name and Address Field-Page 1

Complete Cost Sheet pages 5-7 and sign.

☐ Complete forms on pages 9-11

Seal entire response in an envelope and deliver to ATU Business Services Attn: B024015 404 N EL. Paso Russellville, AR 72802 by March 12, 2024 at 2 p.m. Late responses will not be accepted.



DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

1. **Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
2. **Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who employs or contracts with an illegal immigrant. The Contractor shall certify that it does not employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
3. **Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
4. **Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term a resultant contract:

- ☐ Boycott Israel.
- ☐ Employ or contract with illegal immigrants.
- ☐ Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- ☐ Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: _____ Vendor Name: _____

Vendor Signature

Date

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME:

☐ Goods?

☐ Services? ☐ Both?

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F O R I N D I V I D U A L S *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

F O R A V E N D O R (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____

ARKANSAS TECH UNIVERSITY
Procurement and Risk Management Services
203 West O Street
Russellville, AR 72801-2222

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person responding to a Request for Quotation (Bid) submit their most current Equal Employment Opportunity policy (EEO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, a written response stating that the bidder does not have an EEO Policy will be considered that bidder's response and will comply with the requirement of Act 2157.

This is a mandatory requirement when submitting a bid response. Failure to submit an EEO Policy or response may result in rejection of your bid.

If you have any questions, please call the Procurement at 479-968-0269.

Thank you.

Jessica Holloway
Director Procurement and Risk Management Services

TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING BID RESPONSE

_____ EEO Policy attached

_____ No EEO Policy exists-If no EEO policy exists, a signed statement on company letterhead stating as such must be submitted in addition to this form.

Name of Company or Person

Signature

Name (printed or typed)

Title

Date

IT IS NOT NECESSARY TO RETURN TERMS & CONDITIONS WITH BID RESPONSE

ARKANSAS TECH UNIVERSITY STANDARD TERMS & CONDITIONS

Revised January 9, 2020

1. GENERAL: Any Special Terms and Conditions included in the Request for Quotation (RFQ) override these Standard Terms and Conditions. The Standard Terms & Conditions and any Special Terms & Conditions become a part of any resultant contract.

2. ACCEPTANCE & REJECTION: The University reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities and to award the bid in the best interests of the University. This RFQ does not in any way commit the University to contract for the commodities/ services listed herein.

3. BID SUBMISSION: Bids must be submitted to ATU Procurement and Risk Management Services on this RFQ with attachments, when appropriate, on or before the date and time specified for bid opening. If this RFQ form is not used, the bid may be rejected. *If returned by mail*, each bid should be placed in a separate envelope completely and properly identified on the outside of the envelope with the bid number and the date of opening. Bid must be typed or printed in ink. Late bids will not be considered.

4. FAX BIDS: The University shall not be responsible for mechanical malfunctions that prevent receipt of faxed response by bid opening time and date.

5. SIGNATURE: Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his 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 that 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

6. AMENDMENTS: Bid cannot be altered or amended after bid opening except as permitted by regulation.

7. NO BID: It is no longer necessary to return a "No Bid" response to the University. Bidder may be removed from the List of Bidders for failure to submit a response to three (3) consecutive bid invitations on any one bid class and/or sub-class.

8. PRICES: Quote FOB destination, freight prepaid. Bid unit price on quantity and unit of measure specified. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation, unless otherwise specified in the RFQ. Unless otherwise specified, bid must be firm for acceptance for thirty (30) days from bid opening date.

9. DISCOUNTS: "Discount from list" bids are not acceptable unless requested in the RFQ. Cash discount will not be considered in determining the low bid, except in the case of tie bids. All cash discounts offered will be taken if earned.

10. TAXES & TRADE DISCOUNTS: Do not include State Sales Tax in your bid. Trade discounts should be deducted from the unit price and the net price shown on bid.

11. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimated only and are not guaranteed (the University may order more or less than estimated quantity).

12. BRAND NAME REFERENCES: Unless specified "No Substitutes", any catalog, brand name or manufacturer's reference used in bid invitation is descriptive only and not restrictive, and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand or trade name and other description, and should include manufacturer's illustrations and complete descriptions of product offered. *If bidder fails to submit such, the bid may be rejected.*

The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the University may require the bidder to supply additional descriptive material. Bidder guarantees product offered will meet or exceed specifications identified in the bid invitation. If bidder takes no exception to specifications or reference data in this bid, he will be required to furnish product according to brand names, numbers, etc., as specified in the invitation.

13. GUARANTY: All items bid shall be newly manufactured, in first class condition, latest model and design, including where applicable containers suitable for shipment and storage, unless otherwise

indicated in bid invitation. Bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material; and that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished hereunder. Bidder further guarantees that if the items furnished thereunder are to be installed by the bidder that such items will function properly when installed. Bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. Bidder's obligations under this paragraph shall survive for a period of one (1) year from date of delivery, unless otherwise specified herein.

14. LIMITATIONS ON LIABILITY: Contract language from Bidder/Vendor that limits in any way the University's recovery in tort actions is not acceptable.

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

16. ALTERATION OF ORIGINAL RFQ DOCUMENT: The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by ATU Procurement Services. This does not prohibit 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 wishes to make exception(s) to any or the original language, they must be submitted in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the response may be declared as "non-responsive" and not considered.

17. AWARD: Any contract resulting from this RFQ shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder. A written Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract without further action by either party. The effective date of the purchase order shall be the date it is mailed or otherwise furnished by the University to the address of the bidder indicated in his bid. *The University reserves the right to award the item (s) listed on the RFQ "individually", by "groups", "all or none" or by any other method as deemed in the best interest of the University.* 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 responsive responsible bidder in order to bring the bid within the amount of available funds.

Firm Contract: A written University Purchase Order mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the RFQ results in a binding contract that requires the contract to furnish the commodities or services as stated on the purchase order that will reference the original RFQ documents and number. Vendor is to immediately initiate action to comply with the requirements of the PO that by reference will incorporate all the requirements contained in the original Request for Quotation.

Term Contract: 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, delivery location and contract number.

18. TERM OF CONTRACT: The RFQ, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

19. DELIVERY: On the face of the RFQ, the bidder should show approximate number of days for delivery after receipt of order. "Working days" shall be defined as Monday through Friday of each week, exclusive of all official State holidays.

20. BACKORDERS OR DELAY IN DELIVERY: Backorders or failure to deliver within the time required may be default of the contract. Contractor must give written notice to Procurement Services of the reason and the expected delivery date. If reason is not acceptable, contractor is in default. Procurement

Services has the right to extend delivery if reasons appear valid. If date is not acceptable, the University may buy elsewhere and any additional cost will be borne by the Contractor.

21. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without prior written approval by ATU Procurement Services. Delivery shall be made during ATU work hours only, 8:00 a.m. to 400 p.m. Monday through Friday, unless prior approval for other delivery has been obtained from the University. Packing memorandum shall be enclosed with each shipment.

22. 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 specifications authorizes Procurement Services 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 defaulting contractor. *Consistent failure to meet delivery without a valid reason may cause removal from the Bidders' List or suspension of eligibility for award.*

23. VARIATION IN QUANTITY: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ATU Purchase Order.

24. INVOICING: The contractor shall be paid upon completion of all of the following: (1) delivery and acceptance of the commodities or services;

(2) submission of a properly itemized invoice that reflects 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 ATU Accounts Payable Office as shown on the purchase order. *Itemized sales tax shall be shown on the invoice.*

25. ATU PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation thereof or developed by the contractor for use hereunder shall remain property of the University, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to ATU Procurement Services, properly identifying what is being returned.

26. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold Tech harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

27. ASSIGNMENT: Any contract entered into pursuant to this RFQ is not assignable nor the duties thereunder delegable by either party without the written consent of both parties of the original contract.

28. CANCELLATION: Either party may cancel any contract or item award for cause by giving a thirty (30) day notice of intent to cancel.

(a) *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.

(b) *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.

29. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the University have the right to pursue any other remedy permitted by law or in equity.

30. LACK OF FUNDS: The University may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. The University will return any delivered but unpaid goods in normal condition to the contractor. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with Arkansas Claims Commission for the actual expense. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

31. ETHICAL STANDARDS: 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 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.

32. DISCRIMINATION: In order to comply with the provisions of Act 954 of 1977, relating to unfair employment practices, the bidder agrees as follows:

(a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, pregnancy, veterans status, genetic information, sexual orientation, gender identity, disability or national origin;

(b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, pregnancy, veteran status, genetic information, sexual orientation, gender identity, disability or national origin;

(c) the bidder 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 to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and it may be canceled, terminated or suspended in whole or in part;

(e) the bidder will include the provisions of items a through d in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

33. MINORITY VENDORS: The University encourages all small, minority and women-owned business enterprises to submit bids. Encouragement is also made to all contractors that, in the event they subcontract portions of the contract, consideration is given to these groups.

34. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this RFQ, the bidder named on the front of this RFQ, 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 this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

35. CONTRACT & GRANT DISCLOSURE AND CERTIFICATION: Any contract or amendment to any contract executed by the University **that exceeds 10,000** 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 any violation of any rule, regulation or policy promulgated by the Department of Finance & Administration pursuant to this order shall be considered a material breach of the terms of this 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.

If required, the Contract & 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.

36. ARKANSAS 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 meet 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.

37. SOVEREIGN IMMUNITY: Nothing in any agreement resulting from this RFQ shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including Arkansas Tech University.

38. A. C.A. §21-1-503. Company and Artist certify that they are not currently engaged in, and further, hereby agree that for the duration of the contract, not to engage in a boycott of Israel.

39. A.C.A. § 19-11-249. Any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

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