



STATE OF ARKANSAS
**PHILLIPS COMMUNITY COLLEGE
 OF THE UNIVERSITY OF ARKANSAS**
 P.O. Box 785
 Helena, AR 72342



INVITATION FOR BID

SOLICITATION INFORMATION			
Solicitation Number:	2026-05	Solicitation Issued:	October 15, 2025
Description:	Vending/Coffee Service		

SUBMISSION DEADLINE			
Bid Opening Date:	November 18, 2025	Bid Opening Time:	11:00 a.m., CST
<p>Bid submissions shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of suppliers to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids".</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Phillips Community College of the University of Arkansas Easley Administration Building 1000 Campus Drive P.O. Box 785 Helena, AR 72342</p> <p>Suppliers are responsible for delivery of (1) hard copy and (1) digital copy of their bid documents to prior to the scheduled time for bid opening. Delivery providers UPS and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver based solely on our street address. Supplier assumes all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for proposal identification purposes.</p> <ul style="list-style-type: none"> Solicitation number Date and time of bid opening Prospective Supplier's name and return address

PCCUA CONTACT INFORMATION			
Buyer:	Stan Sullivant	Main Number:	870-816-1274
Email Address:	ssullivant@pccua.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required**

1.1 PURPOSE

The Phillips Community College of the University of Arkansas (PCCUA) is soliciting proposals from qualified and experienced suppliers for vending and coffee service for all facilities on our DeWitt, Helena-West Helena, and Stuttgart campuses, including any off-campus locations

The successful supplier must provide all equipment and supplies necessary to complete the services described herein. Supplier shall be responsible for all damages, which occurred to the area while performing services.

1.2 MANDATORY SITE VISIT

A mandatory pre-bid conference will not be held. To schedule a campus tour, please contact Lanna Pritchett lpritchett@pccua.edu.

1.3 POINT OF CONTACT

The issuing officer is the sole point of contact in the selection process. Vendor questions regarding bid related matters should be made through the buyer. For questions on submission procedures see section **1.7 Clarification of IFB and Questions.**

1.4 TYPE OF CONTRACT

1. As a result of this IFB, PCCUA intends to award a contract to a single supplier.
2. The anticipated starting date for any resulting contract is **January 1, 2026**, except that the actual contract start date may be adjusted unilaterally by the University for up to three calendar months.
3. By submitting a signed proposal in response to the IFB, the Prospective Supplier represents and warrants that it will honor its proposal as being held open as irrevocable for this period.
4. The initial term of a resulting contract will be for three (3) years. Upon mutual agreement by the Supplier and university, the contract may be renewed by PCCUA for up to four (4) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 SCHEDULE OF EVENTS

ITEM	EVENT DESCRIPTION	DATE
1	Release of IFB	October 15, 2025
2	Questions from Bidders due	October 31, 2025
3	Answers to questions posted*	November 4, 2025
4	Bid Deadline/ Bid Opening	November 18, 2025 @ 11:00 AM CST
8	Award Commences*	January 1, 2026

*Anticipated Dates. All IT procurements will be compliant with all state laws and appropriate Legislative Review including Act 557 (see: <http://www.arkleg.state.ar.us/assembly/2015/2015R/Acts/Act557.pdf>)

1.6 DEFINITION OF TERMS

1. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
2. The buyer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
3. The terms "Invitation for Bid", "IFB," "IFB Solicitation," and "Solicitation" are used synonymously in this document.
4. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this IFB.
5. "Proposal Submission Requirement" means a task a Prospective Supplier **shall** complete when submitting a proposal response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
6. "Requirement" means a specification that a Supplier's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "**shall**" or "**must**" in the requirement.
7. "University" means Phillips Community College of the University of Arkansas. When the term "University" is used herein to reference any obligation of the University under a contract that results from this solicitation, that obligation is limited to the University using such a contract.
8. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor's bid to be disqualified.
9. Suppliers may request exceptions to NON-mandatory items. Any such request **must** be declared on the bid submission. Supplier **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.
10. "Prospective Supplier", "Supplier", and "Bidder" means a person who sells or contracts to sell commodities and/or services and submits a bid in response to this solicitation.
11. "Phillips Community College of the University of Arkansas", "PCCUA", "campus", and "university" are used synonymously in this document.
12. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
13. "State Holiday" means the following days during the year when State Offices are closed:
 - Christmas Eve Christmas Day Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Independence Day Labor Day Memorial Day
 - New Year's Day Thanksgiving Day Veteran's Day

Also, any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday. If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

1.7 CLARIFICATION OF IFB SOLICITATION

1. Submit any questions requesting clarification of information contained in this *IFB Solicitation* in writing via email by the date and time listed in Section 1.5 to the buyer as shown on page one (1) of this *IFB Solicitation*.
 - a. For each question submitted, Prospective Supplier should reference the specific solicitation item number to which the question refers.
 - b. Prospective Suppliers' written questions will be consolidated and responded to by the University as deemed appropriate. The University's consolidated written response is anticipated to be posted to the University's website by the close of business on the date provided in Section 1.5. If Prospective Supplier questions are unclear or non-substantive in nature, the University may request clarification of a question(s) or decline to answer.
 - c. The Prospective Supplier should notify the buyer of any term, condition, etc., that precludes the Prospective Supplier from submitting a compliant, responsive proposal. Prospective Suppliers should note that it is the responsibility of the Prospective Supplier to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a proposal.
2. Prospective Suppliers may contact the buyer with non-substantive questions at any time prior to the

proposal opening.

3. An oral statement by PCCUA will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Supplier as an aid to interpretation unless it is reduced to writing and expressly adopted by PCCUA.

1.8 **RESPONSE DOCUMENTS**

1. The original Response Packet should be clearly marked, and **must** be received on or before the bid opening date and time.
 - A. **Required Submission Documents**
 - i. Completed Solicitation Signature Page
 - ii. Proposed Subcontractors Form, if applicable
 - iii. Exceptions Form, if applicable
 - iv. Official Price Sheet, sealed separately
 - v. Prospective Supplier's Equal Employment Opportunity Policy, if applicable.
 - vi. Completed Contract Grant and Disclosure Form (EO 98-04).
 - vii. Combined Certification for Contracting with the State of Arkansas
 - viii. Three (3) references that have had services with the Prospective Supplier in the past two years.
 - ix. Flash drive with a PDF copy of all submission documents
 - B. **Recommended Documents**
 - i. Additional terms, contracts, or user agreements
 - ii. Voluntary Products Accessibility Template VPAT, if technology related.
2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.9 **ACCEPTANCE REQUIREMENTS**

1. Unless a Prospective Supplier expressly and conspicuously identifies an exception or exceptions to any of the requirements in the Specifications Section(s) of this IFB by listing them on the Exceptions Form of the Response Packet, the Prospective Supplier understands its submission of a proposal to represent that its proposal meets all such requirements.
2. A proposal may be rejected if a Prospective Supplier requests an exception to any requirements in the Specifications Section(s) of this IFB.

1.10 **ADDITIONAL TERMS AND CONDITIONS**

Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the PCCUA website.

1.11 **PRIME SUPPLIER RESPONSIBILITY**

1. Single and joint Supplier proposals and multiple proposals by Suppliers are acceptable. However, a single Supplier must be identified as the prime prospective supplier in each proposal. The prime prospective supplier will be responsible for the contract and will be the sole point of contact with regard to the software and services described herein.
2. The Supplier shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of PCCUA.
3. The Supplier shall give PCCUA immediate notice, in writing, by certified mail of any action which, in the opinion of the Supplier, may result in litigation related in any way to the contract or PCCUA.

1.12 **UNIVERSITY CONTRACT ADMINISTRATOR:**

1. The PCCUA Director of Grants and Administrative Services will serve as the university's representative and administrator of this contract.
2. The Director of Grants and Administrative Services shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is in accordance with the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.

3. The Director of Grants and Administrative Services shall work with the Supplier throughout the term of the contract. All instructions, questions, approvals, and special requests in connection with the contract shall be transmitted through the Director of Grants and Administrative Services. Other University personnel may be designated by the Director of Grants and Administrative Services to assist with the administration of the contract.

1.13 PIGGYBACK CLAUSE

Pursuant to Ark. Code Ann. § 19-11-249, any state public procurement unit or campus, unit or division of the University of Arkansas System will be eligible to acquire from the successful purchaser or bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

1.14 INDEPENDENT PRICE DETERMINATION

1. By submission of this proposal, the Supplier certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - a. The prices in the proposal have been arrived at independently, without collusion
 - b. No prior information concerning these prices has been received from, or given to, a competitive company.
2. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Suppliers **shall** understand that this paragraph may be used as a basis for litigation.

1.15 PROPRIETARY INFORMATION

1. PCCUA will rely on a Freedom of Information Act (FOIA) exemption to withhold all information contained in any submitted bid document to the Owner until the notice of intent to award has been completed.
2. PCCUA will also rely on an FOIA exemption to withhold the certified bid tabulation until after the notice of intent to award has been completed. After that time and pursuant to Arkansas statute, bid information will be available for public review upon FOIA request.
3. All Bidders are hereby advised that any information that they may consider to be confidential or proprietary and would give a competitive advantage if disclosed, should be identified, along with a statement as to whether or not a claim of confidential or proprietary privilege is being asserted. If such information is later sought by a FOIA request, the Bidder will be allowed to justify its claim of privilege and PCCUA will assess the validity of said claim in advance of any release.

1.16 CAUTION TO SUPPLIERS

1. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the buyer.
2. Suppliers **must not** alter any language in any solicitation document provided by the University.
3. Suppliers **must not** alter the Official Bid Price Sheet.
4. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
5. Proposals **must** be submitted only in English language.
6. The University **shall** have the right to award or not award a contract, if it is in the best interest of the University to do so.
7. Suppliers **must** provide clarification of any information in their response documents as requested by the buyer.
8. Qualifications and proposed goods or services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
9. Suppliers may submit multiple proposals.

1.17 REQUIREMENT OF ADDENDUM

1. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the University.
2. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
3. Only written addenda are part of the bid packet and should be considered.

1.18 AWARD PROCESS/BID EVALUATION

1. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
2. PCCUA may move forward to negotiations with those responsible prospective suppliers determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
3. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the solicitation results in a binding contract without further action by either party. The contract shall not be assignable by the vendor in whole or part without the written consent of the University.
4. Bid proposals will be evaluated according to the following criteria:

Criteria	Weighted Percentage	Score	Weighted Score
Bid Price/Commission	30%		
Supplier's Experience/Qualifications	30%		
Operation Plan/Product Pricing/Selection	20%		
Proposed Vending Equipment	10%		
Supplier's overall bid content and completeness	10%		
Total	100%		
Assignment of Score: 0 = Unacceptable 1 = Poor 2 = Marginal 3 = Acceptable 4 = Good 5 = Excellent			

1.19 DOING BUSINESS WITH PCCUA

1. To conduct business with PCCUA, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
2. Upon release of the Intent to Award, Procurement Services or the issuing department will issue a PaymentWorks invitation to the apparent winning supplier.
3. Failure to register in PaymentWorks may result in the cancellation of this award.

1.20 MINORITY BUSINESS POLICY

1. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
 - Women- Owned Businesses
2. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The Supplier's Certification Number should be included on the Supplier's *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

1. In compliance with Arkansas Code Annotated § 19-11-104, the University is required to have a copy of the Supplier's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
2. *EO Policies* may be submitted in electronic format to the buyer, but should also be included as a hardcopy accompanying the solicitation response.
3. Suppliers, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Supplier(s) **must** certify on the Office of State Procurement's website, in the following link [DFA Illegal Immigrant prospective supplier Disclosure Certification](#), stating that they do not employ or contract with illegal immigrants.

1.23 PAST PERFORMANCE

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

1.24 PUBLICITY

Supplier agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof, to third parties or use any photographs or video recordings of the University name in connection with any sales promotion or publicity event without the prior express written approval of the University.

1.25 RESERVATION

This solicitation does not commit PCCUA to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for commodities or services.

SECTION 2 – SPECIFICATIONS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 **PURPOSE**

This Invitation for Bid (IFB) is to obtain a qualified vendor for Vending and Coffee Services. Vendor will furnish all equipment, materials, supplies, and labor to provide vending services on all three PCCUA campuses

The intent of this IFB is to award an exclusive vending service agreement for all three campus locations of PCCUA. Said agreement shall require placement of vending machines in stated campus facilities, Exhibit A, at the sole cost of the successful vendor, no subcontractors allowed. Additionally, PCCUA reserves the right to make additions or deletions to the current inventory based upon any needs of the University, and/or unknown requirements at the time of this IFB.

The vendor must provide excellent service to the university and have an outstanding reputation in their field. The contract will be awarded to the vendor who best satisfies all of the University's needs at optimum performance.

Phillips Community College of the University of Arkansas is an integral part of the Arkansas Technical and Community College System maintained by the State of Arkansas. The college is governed by the University of Arkansas System Board of Trustees, appointed by the governor, and a local Board of Visitors. The College derives its support largely from student tuition and fees and legislative appropriations.

PCCUA offers associate degrees and certificate programs for students who plan to transfer to four-year colleges and universities and/or for career or workforce preparation and advancement.

2.2 **CONTRACTOR RESPONSIBILITIES**

1. The prospective contractor must have a valid Arkansas business license. A copy of the license should be submitted as part of the response packet.
2. The prospective contractor is required to maintain a valid Arkansas business license throughout the term of the contract. In the event that a prospective contractor's business license expires or becomes invalid, the contractor will have fifteen (15) business days to obtain a new or renewed license. Should more than fifteen (15) business days be required, a justification must be submitted to the University. The University shall not be held liable for any cost incurred pertaining to licensing.

2.3 **GENERAL SPECIFICATIONS:**

1. General requirements

- The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to commodities, services, and support. Vending subcontractors will not be considered for this proposal or any resultant contract.
- a. PCCUA will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. At no time will PCCUA be responsible for or accept liability for vendor owned items.
 - b. Working days/hours shall be negotiated with contractor based upon review or requirements.
 - c. The contractor shall take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishing, and any other items from the buildings.
 - d. The contractor shall be responsible for any loss or damage to the State's property and property of others due to the contractor's personnel, and shall make good, at own expense, such loss or damage at the request of PCCUA.
 - e. Equipment and Materials – the contractor will be responsible for any loss, damage, or destruction of its own property or that any equipment and materials used in conjunction with the work performed. The contractor will purchase at own expense such policy to cover contractor's property.
 - f. Contractor will provide a method for quality control and said method shall be stated in response packet.

2. Staffing requirements

- a. Under no circumstances are a contractor's employee's children or visitors permitted to be present while the contractor or employees are performing the duties required per this IFB.
- b. Contractor or employees bringing children or visitors into the buildings at any time shall constitute sufficient cause for contract termination.
- c. Employees of the contractor be easily identifiable by wearing appropriate uniforms, provided by contractor, and ID badges, or other mutually agreed upon identifier.
- d. Employees of the contractor are subject to follow all campus policies and procedures.
- e. The vendor and all employees of the vendor shall observe all university rules and regulations that are applicable to university employees while on campus.
- a. PCCUA is a tobacco free campus. Smoking and the use of tobacco products (including cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), as well as the use of electronic cigarettes, by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, and grounds, owned or operated by PCCUA and on and within all vehicles on the university property, and on and within all university vehicles at any location.
- b. The following conduct is unacceptable for the vendor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements' for additional services needed, and general rudeness.
- f. The vendor must provide sufficient remedies to issues as requested in a manner mutually agreed upon.
- g. The vendor shall not subcontract any part of the contract.

3. Operation Specific Requirements

- a. The Contractor shall furnish all materials, supplies and labor in the operation of the agreement at their own expense. The machines shall be modern, of the latest mechanical/electronic technology and no older than three (3) years old.
- b. Contractor shall assume all risk and responsibility for any loss, destruction, or damage occurring to the machines or other vending equipment. In the event of any loss due to theft, fire, accident, disruption of utility services, vandalism, spoilage or other similar causes from said machines, the loss shall be borne by the contractor. Machines provided shall be equipped with anti-theft technology. The College will take reasonable precautions to protect the Contractor's installed equipment from damage while on the College's premises.
- c. All machines shall be capable of handling coins and paper bills. Machines capable of handling debit/credit cards are desired but not required.
- d. Contractor is responsible for physical inventory and stocking/re-stocking each machine to ensure a continuous supply of products.
- e. Contractor will submit a replenishment schedule as part of the submission process. Adequate re-stocking is a great concern to the College to ensure that students and staff purchase the highest quality product possible.
- f. Contractor shall consider input from PCCUA when determining the items included in each machine.
- g. Contractor shall be responsible for compliance with all campus policies and procedures for any employees of the Contractor who perform work on campus under this agreement.
- h. Machines will be located in mutually agreed upon locations between the Contractor and the College. The contractor shall provide and install additional machines at no charge to PCCUA. In addition, PCCUA may request that a machine be exchanged at any time. Should the contractor wish to relocate, exchange, or remove vending machines, a request must be submitted in writing and approved by PCCUA.
- i. Proper cleaning and sanitizing of the machines shall be an essential part of the Contractor's maintenance schedule.

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- j. Contractor shall provide all vending services in strict compliance with all the ordinances of the city/county and the laws of the State of Arkansas, as well as any local Health Department standards, now and hereafter in effect during the term of this agreement.
- k. Prices shall be kept at a reasonable amount at or below suggested retail.
- l. Contractor shall be responsible for reimbursing customers for lost funds. Instructions on how to request a refund and how to report machine malfunctions shall be posted on each machine.
- m. Contractor's equipment must be suitable to operate with our existing physical plant layout. PCCUA shall provide existing electrical outlets in the general vicinity of the machines at no charge. In addition, PCCUA will pay for electrical consumption required to operate machines installed under the Agreement. If additional infrastructure is required for additional machines, the contractor shall be responsible for all costs incurred in any expansion in vending machine opportunities. PCCUA must approve any expansion.
- n. The vendor shall maintain a log for communications pertaining to special requests and/or complaints in regard to service. Said log shall be maintained in a location designated by the University

4. Commission

- a. The Contractor shall maintain an accurate and verifiable recording/tracking system, acceptable to the College for substantiating commission payments.
- b. The Contractor shall pay commission **monthly** on all completed transactions based on gross revenues. Gross revenues shall be defined as the total revenue earned from all sales of vending products, without any allowance or deduction for operational costs, taxes, equipment charges, or other fees, expenses, or payments to suppliers.
- c. The commission percentage shall be firm and fixed for the duration of the contract period and any extensions thereof.
- d. Commission payments on gross revenues shall be paid monthly by the 15th of the month for the preceding month. A 10% per month late fee will be assessed by the College for payments not received by the 15th of the following month.
- e. A sample statement is required as part of the submission. Monthly payments must be accompanied by a statement showing gross revenues by type of sales. The calculation of the commission shall be documented on the statement.

2.4 REFERENCES

Prospective supplier must list three (3) references that supplier provided services to in the past two years.

2.5 INVOICES AND MONTHLY STATEMENTS

Supplier shall submit an accurate, itemized invoice bearing the company logo to Accounts Payable as outlined in Section 3.1.

2.6 INSURANCE REQUIREMENTS

1. The vendor shall maintain liability insurance and shall file certificates of insurance with the University prior to the commencement date of the agreement and on an annual basis.
2. Insurance policies shall be written by a company or companies authorized to do business in the State of Arkansas.
3. Failure to file certificates or acceptance by the University, which does not indicate the specified coverage, shall in no way relieve the contractor of their responsibility for maintaining adequate insurance.

2.7 PERFORMANCE STANDARDS

1. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Supplier **must** meet in order to avoid assessment of damages.

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2. The University may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
3. The University **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the University determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Supplier so as to establish standards that are reasonably achievable.
4. All changes made to the Performance Standards **shall** become an official part of the contract.
5. Performance Standards **shall** continue throughout the term of the contract.
6. Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:
 - i. PCCUA will notify the prospective supplier of unacceptable performance and a meeting between PCCUA and the prospective supplier will take place to discuss and develop an informal plan of change.
 - ii. PCCUA will notify the prospective supplier in writing of noncompliance of program deliverables and performance indicators. Within ten (10) working days of notification of noncompliance, prospective supplier must submit and implement a corrective action plan that is acceptable to PCCUA then pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by PCCUA.
7. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
8. In the event a Performance Standard is not met, the prospective supplier will have the opportunity to defend or respond to the insufficiency. The University **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the prospective supplier that hindered the performance of services. In these instances, the University **shall** have final determination of the performance acceptability.
9. Should any compensation be owed to the University due to the assessment of damages, the prospective supplier **shall** follow the direction of the agency regarding the required compensation process.

<i>Service Criteria</i>	<i>Acceptable Performance</i>	<i>Damages for Insufficient Performance</i>
Maintain inventory	Vending machines remain stocked with fresh product	Incidents may result in a below standard Vendor Performance Report.
Vending equipment	Vending machines are maintained in good working condition.	Incidents may result in a below standard Vendor Performance Report.
Pricing	Products are priced at or below retail pricing	Incidents may result in a below standard Vendor Performance Report.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

- Do not provide responses to items in this section.

3.1 PAYMENT AND INVOICE PROVISIONS

1. All invoices **shall** be forwarded to:
Phillips Community College of the University of
Arkansas ATTN: Accounts Payable
P.O. Box 785
Helena, AR 7234
2. Payment will be made in accordance with applicable PCCUA accounting procedures upon acceptance by PCCUA.
3. PCCUA may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the prospective supplier has successfully satisfied PCCUA as to the services rendered.
4. Supplier should invoice PCCUA by an itemized list of charges.
5. Purchase Order Number and, if applicable, Supplier Contract Number should be referenced on each invoice.

3.2 CONTRACT INFORMATION

1. Phillips Community College of the University of Arkansas may not contract with another party:
 - a. For a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the Agency Purchasing Official upon 30 (thirty) days written notice whenever there are no funded appropriations for the contract
 - b. To pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason
 - c. To indemnify, defend, or hold harmless any party for any liability and damages
 - d. Upon default, to pay all sums to become due under a contract
 - e. To pay damages, legal expenses or other costs and expenses of any party
 - f. To continue a contract once the equipment has been repossessed
 - g. To conduct litigation in a place other than the State of Arkansas
 - h. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas
2. A party wishing to contract with Phillips Community College of the University of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - The right to possession
 - The right to accrued payments
 - The right to expenses of de-installation
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded
 - b. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring costs as allowed by Arkansas law
 - c. Include in its contract that the laws of the State of Arkansas govern the contract
 - d. Acknowledge in its contract that contracts become effective when awarded by the Agency Purchasing Official
3. Phillips Community College of the University of Arkansas may contract with another party:

To accept the risk of loss of the equipment and pay for any destruction, lost or damage of the equipment while the University has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the University to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

1. The Supplier **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
2. The Supplier **shall** indemnify and hold harmless the University and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or sub-prospective supplier of the Supplier.

3.4 STATEMENT OF LIABILITY

1. PCCUA will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of prospective supplier-owned items to be delivered or to be used in the installation of deliverables.
2. The Supplier **shall** be required to retain total liability until the deliverables have been accepted by the "authorized PCCUA official."
3. At no time will PCCUA be responsible for or accept liability for any Supplier-owned items.

3.5 RECORD RETENTION

1. The Supplier **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by PCCUA policies. Upon request, access **will** be granted to PCCUA, State or Federal Government entities or any of their duly authorized representatives.
2. Financial and accounting records **shall** be made available, upon request, to PCCUA designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
3. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 PRICE DECREASE

In the event of a price decrease, the University shall be guaranteed full benefit of any savings that may occur during the term of this contract.

3.7 PRICE ESCALATION

1. Price increases will be considered at the time of contract renewal.
2. The Supplier **must** provide to the University a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. The University **shall** have the right to require additional information pertaining to the requested increase.
3. Increases **shall not** be considered to increase profit or margins.
4. The University **shall** have the right to approve or deny the request.

3.8 CONFIDENTIALITY

1. The Supplier, Supplier's subsidiaries, and Supplier's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
2. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the University **shall** have the right to cancel the contract on these grounds.
3. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

3.9 TIME OF PERFORMANCE

Time is of the essence in the rendering of services hereunder. Supplier agrees to perform all obligations and rendering of services set forth in this IFB.

3.10 DEFAULT

1. In the event that the Supplier fails to carry out or comply with any of the terms and conditions of the contract with the University, the University may notify the Supplier of such failure or default in writing and demand that the failure or default be remedied within ten (10) working days; and in the event the Supplier fails to remedy such failure or default within the ten (10) working day period, the University shall have the right to cancel the contract upon thirty (30) days written notice.
2. The cancellation of the contract, under any circumstances whatsoever, shall not affect or relieve Supplier from any obligation or liability that may have been incurred or will be incurred pursuant to the contract and such cancellation by the University shall not limit any other right or remedy available to the University by law or in equity.

3.11 INDEMNIFICATION

Under Arkansas law, Phillips Community College of the University of Arkansas may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands either at law or in equity for actual or alleged injuries to persons or property arising out of any negligent act or omission by the University and its employees or agents in the performance of this Agreement, the University agrees with Seller that: (a) it will cooperate with Seller in the defense of any action or claim brought against Seller seeking the foregoing damages or relief; (b) it will in good faith cooperate with Seller should Seller present any claims of the foregoing nature against University to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceedings in said Claims Commission or other appropriate forum. The obligations of this paragraph shall survive the expiration or termination of this agreement.

3.12 PERMITS AND LICENSES

Prospective supplier shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this agreement, and shall post or display in a prominent place such permits and/or notices as are required by law.

3.13 TERMINATION

1. The agreement may be terminated, without penalty, by the University without cause by giving 30 days written notice of such termination to the seller.
2. In no event shall such termination by the University as provided for under this Section give rise to any liability on the part of the University including, but not limited to, claims of Supplier for compensation for anticipated profits, unabsorbed overhead, or on borrowing. The University's sole obligation hereunder is to pay Supplier for products and/or services ordered and received prior to the date of termination.

3.14 INDEPENDENT SUPPLIER STATUS

1. Supplier agrees that its employees and agents have no employer-employee relationship with the University (refer to Contract/Disclosure Form).
2. The University shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will the University furnish any medical or retirement benefits or any paid vacation or sick leave.

3.15 RIGHT TO AUDIT

1. At any time during the term of the agreement and for a period of four (4) years thereafter the University's audit representative, at its expense and at reasonable times, reserves the right to incrementally audit Supplier's records and manufacturer's pricing relevant to all pricing provided under this agreement.
2. In the event such an audit by the University reveals any errors/overpayments, the Supplier shall refund the University the full amount of such overpayments within thirty (30) days of such audit findings, or the University at its option, reserves the right to deduct such amounts plus interest owed the University from any payments due Seller.

3.16 ACCEPTANCE OF PRODUCTS AND SERVICES

1. All services performed under this agreement shall be to the satisfaction of the University and in accordance with the specifications, terms, and conditions of the agreement.
2. The University reserves the right to inspect the services performed, and to determine the quality, acceptability, and fitness of such services.

3.17 NON-DISCLOSURE

1. Supplier and the University acknowledge that they or their employees may, in the performance of the resultant contract, come into the possession of proprietary or confidential information owned by or in the possession of the other.
2. Neither party shall use any such information for its own benefit or make such information available

to any person, Bidder, corporation, or other organizations, whether directly or indirectly affiliated with Supplier or the University, unless required by law.

3.18 NON-WAIVER OF DEFAULTS

Any failure of the University at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of the University at any time to avail itself of same.

3.19 CANCELLATION

1. Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel.
2. Cause for the University to cancel shall 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.
3. The prospective supplier will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the prospective supplier within period of 30 days following the date of expiration or cancellation.
4. Cancellation by the University does not relieve the prospective supplier of any liability arising out of a default or nonperformance.
5. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

3.20 SEVERABILITY

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

3.21 CONDITIONS OF CONTRACT

The successful Supplier **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.

3.22 AWARD RESPONSIBILITY

The Phillips Community College of the University of Arkansas will be responsible for award of any resulting contract. PCCUA shall be responsible for the administration of any resulting contract.

3.23 NEGOTIATIONS

As provided in this solicitation and under regulations, discussions may be conducted with responsible Supplier(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

3.24 GOVERNING LAW

This agreement shall be construed and governed by the laws of the State of Arkansas.

SECTION 4 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

4.1. PREPARATION OF PROPOSALS

1. Failure to examine any drawings, specifications, and instructions will be at bidder's risk.
2. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent, and must be initialed in ink by person signing bid.
3. Brand Name References: Unless specified "No Substitute" any catalog brand name or manufacturer's reference used in the proposal request is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The 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, samples, or demonstrators. The bidder guarantees that the product offered will meet or exceed the referenced product and/or specifications identified in this proposal request. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the request.
4. Samples: Samples or demonstrators, when requested, must be furnished free of expense to the University. Samples not destroyed during reasonable examination will become property of the University unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.
5. Time of Performance: The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid.

4.2. SUBMISSION OF PROPOSALS

Bids, modifications or corrections thereof received after the closing time specified will not be considered.

4.3. ACCEPTANCE OF PROPOSALS

1. The University reserves the right to accept or reject all or any part of a proposals or any and all proposals, to waive any informality, and to award the proposals to best serve the interest of the University.
2. If a bidder fails to state the time within which a proposal must be accepted, it is understood and agreed that the University shall have 120 days to accept.

4.4. ERROR IN BID

In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids.

4.5. AWARD

1. Award shall be made all or none to the lowest responsible responsive bidder.
2. Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications.
3. When more than one item is specified in the proposals, the University reserves the right to determine the low bidder either on the basis of the individual items or on the basis of all items included in its Request for Proposal, or as expressly stated in the Invitation for Bid.
4. A written purchase order or contract award mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract without further action by either party. The contract shall not be assignable by the Supplier in whole or part without the written consent of the University.

4.6. DELIVERY

1. The Invitation for Bid will show the number of days to place a commodity in the University designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in award. The University has the right to extend delivery if reasons appear valid.

2. Delivery shall be made during University work hours only, 8:00 a.m. to 4:00 p.m., unless prior approval for other shipment has been obtained.
3. Packing memoranda shall be enclosed with each shipment.

4.7. ACCEPTANCE AND REJECTION

Final inspection and acceptance or rejection may be made at delivery destination, but all materials and workmanship shall be subject to inspection and test at all times and places, and when practicable. During manufacture, the right is reserved to reject articles which contain defective material and workmanship. Rejected material shall be removed by and at the expense of the prospective supplier promptly after notification of rejection. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the University thereof for such materials or supplies as are not in accordance with the specification. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.

4.8. TAXES AND TRADE DISCOUNTS

1. Do not include state or local sales taxes in bid price.
2. Trade discounts should be deducted from the unit price and net price should be shown in the bid.

4.9. DEFAULT

1. Back orders, default in promised delivery, or failure to meet specifications authorize the University to cancel this contract to the defaulting prospective supplier. The prospective supplier must give written notice to the University of the reason and the expected delivery date.
2. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

4.10. WAIVER

The University reserves the right to waive any General Condition, Special Condition, or minor specification deviation when considered to be in the best interest of the University, so long as such waiver is not given so as to deliberately favor any single Supplier and would have the same effect on all Suppliers.

4.11. CANCELLATION

Any contract or item award may be canceled for cause by either party by giving 30 days written notice of intent to cancel. Cause for the University to cancel shall 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 prospective supplier will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the prospective supplier within period of 30 days following the date of expiration or cancellation. Cancellation by the University does not relieve the prospective supplier of any liability arising out of a default or nonperformance. Cause for the Supplier to cancel shall include, but is not limited to the item(s) being discontinued and unavailable from the manufacturer.

4.12. ADDENDA

1. Addenda modifying plans and/or specifications may be issued if time permits. No addendum will be issued within a period of three (3) working days prior to the time and date set for the bid opening. Should it become necessary to issue an addendum within the three-day period prior to the proposal opening, the bid date will be reset giving bidders ample time to answer the addendum.
2. Only written addenda is part of the bid packet and should be considered.

4.13. ALTERNATE BIDS

Unless specifically requested alternate bids will not be considered. An alternate is considered to be a bid that does not comply with the minimum provisions of the specifications.

4.14. BID OPENINGS

Bid opening will be conducted open to the public. However, they will serve only to open, read and tabulate the bid price on each bid. No discussion will be entered into with any Supplier as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

4.15. DEBRIS REMOVAL

All debris must be removed from the University after installation of said equipment.

4.16. LACK OF FUND

PCCUA may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the prospective supplier by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the prospective supplier may file claim with Arkansas Claims Commission. If the prospective supplier has provided services and there are no funds legally available to pay for the services, the prospective supplier may also file claim.

4.17. 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 employee because of race, sex, color, age, religion, 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, 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 and/or the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract, and the contract may be cancelled, 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 sub prospective supplier of Supplier.

4.18. INVOICING

The prospective supplier shall be paid upon completion of all of the following: (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and the purchase order number, (2) delivery and acceptance of all commodities, and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the PCCUA Financial Services.

4.19. PRICING

Bidders must quote F.O.B. inside destination and must bid the unit price. In case of such errors in extension, unit price shall govern. Prices are Bidder and, thus, are not subject to escalation unless otherwise stated in the solicitation. Unless otherwise specified, the bid must be Bidder for acceptance for 120 days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the solicitation.

4.20. GUARANTY

All items bid shall be newly manufactured, in first class condition, of latest model and design, to include where applicable containers suitable for shipment and storage. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material and that, if sold by drawing, specifications, or sample, 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 properly when installed. The bidder also guarantees that all applicable laws relating to construction, packaging, labeling, and registration has been complied with. The bidder's obligations under this paragraph shall survive for a period of one (1) year from the date of deliver, unless otherwise specified herein.

4.21. STORAGE

PCCUA will be responsible for storage if the prospective supplier delivers within the time required and PCCUA cannot accept delivery.

4.22. VARIATION IN QUANTITY

PCCUA assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the PCCUA purchase order.

4.23. STATE PROPERTY

Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any commodity furnished to the prospective supplier hereunder or in contemplation hereof or developed by the prospective supplier for use hereunder shall remain property of PCCUA and the State and shall be kept confidential, used only as expressly authorized and returned to PCCUA at the prospective supplier's expense. Commodities must be properly identified by description when returned.

4.24. PATENTS OR COPYRIGHTS

The prospective supplier agrees to indemnify and hold PCCUA harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.

4.25. ASSIGNMENTS

Any contract entered into pursuant to the IFB is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

4.26. OTHER REMEDIES

In addition to the remedies outlined herein, the prospective supplier and PCCUA have the right to pursue any other remedy permitted by law or in equity.

4.27. CONTINGENT FEE

The bidder guarantees that he has not retained a person to solicit or secure the contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bon a fide employees' or bon a fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

4.28. ANTI-TRUST ASSIGNMENT

As part of the consideration for entering into any contract pursuant to the IFB, the bidder named on the front of the IFB acting herein by the authorized agent, hereby assigns, sells and transfers to PCCUA 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.

4.29. CLARIFICATIONS

Any interpretation or correction of the bid documents or specifications will be made only by addendum and will be mailed or delivered to each bidder of record. PCCUA will not be responsible for any oral explanations or interpretations of this bid. All questions concerning this IFB must be addressed to the PCCUA Procurement Office, P.O. Box 785, Helena, AR 72342.

4.30. PROPRIETARY INFORMATION

All bid information, bids, applications, briefs, sales brochures, etc. will become the property of PCCUA when submitted in response to this IFB. All bid documents submitted by the bidder shall be available for public inspection after bid opening.

4.31. PRODUCT INFORMATION

Bidders are requested to submit technical and descriptive literature, with bid. Information submitted shall be sufficiently detailed to substantiate that product offered meets or exceeds specifications. Failure to comply with this request may result in bid rejection.

4.32. TERMS AND CONDITIONS

To be considered, bidders must include as part of their bid all of the provisions of this IFB. An official authorized to bind the bidder to the resultant contract must sign bids. If the bidder submits standard terms and conditions with his bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas will govern. Standard terms and conditions submitted may require alteration upon mutual agreement to adequately reflect all conditions of this IFB and the bidder's response.

4.33. PROHIBITION ON CONTRACTING WITH ENTITIES THAT BOYCOTT ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Supplier hereby certifies to the University that Supplier (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Supplier breaches this certification, University may immediately terminate this agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

4.34. ACT 758 AND ACT 611

1. New Act 758: Prohibits a state agency from entering into a contract with a company owned in whole or in part by the Chinese government or that employs a company owned in whole or in part by the Chinese government as a subcontractor.
2. New Act 611: Prohibits public entities from engaging in a boycott of energy, fossil fuel, firearms, and ammunition industries, or from contracting with a company without written certification that the company is not engaged in such boycotts.

4.35. MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-03 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander and women-owned." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority business. Bidders unable to include minority owned business as sub prospective suppliers "may explain the circumstances preventing minority inclusion".

4.36. CONTRACT INFORMATION

Bidders should note the terms and conditions stated in regard to the State's contracting authority and amend documents accordingly. Failure to conform to these standards may result in rejection of bid.