

University of Arkansas – Pulaski Technical College Purchasing | Campus Center Building, 3rd Floor, Suite 318 3000 West Scenic Drive | North Little Rock, AR 72118

INVITATION FOR BID Bid Solicitation Document

SOLICITATION INFORMATION						
Bid Number:	25-009	Solicitation Issued:	December 2, 2024			
Description:	Graduation Cap and Gown					

SUBMISSION DEADLINE FOR RESPONSE						
Bid Opening Date:	December 11, 2024	Bid Opening Time:	3:00 p.m., Central Time			

Bids **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 vendors 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".

	DELIVERY OF RESPONSE DOCUMENTS
Delivery Address:	University of Arkansas – Pulaski Technical College ATTN: Purchasing Campus Center Building, 3rd Floor, Suite 318 3000 West Scenic Drive North Little Rock, AR 72118 Vendors are responsible for delivery of their bid documents to the University of Arkansas – Pulaski Technical College prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. Bid number Date and time of bid opening Vendor's name and return address

UA-PULASKI TECHNICAL COLLEGE CONTACT INFORMATION						
Buyer:	Amanda Kennedy	Buyer's Direct Phone Number:	501-812-2307			
Email Address:	akennedy@uaptc.edu	Main Number:	501-812-2200			
Website:	https://uaptc.edu					

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the University of Arkansas-Pulaski Technical College (UA-PTC) in order to obtain pricing for Graduation Cap and Gowns for faculty, staff, and students

1.2 LIVE BID OPENING

Bid opening will be held live at 3:00 PM, CST on December 11, 2024 in the Purchasing Department at UA-PTC.

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before Thursday, December 5, 2024 to the buyer as shown on page one (1) of this *Bid Solicitation*.
 - 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - 2. Prospective Contractors' written questions will be consolidated and answered by UA-PTC as deemed appropriate. UA-PTC's consolidated written response is anticipated to be posted on the UA-PTC website by the close of business on Friday, December 6, 2024. If Prospective Contractor questions are unclear or non-substantive in nature, UA-PTC may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by UA-PTC will not be part of any award resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UA-PTC.

1.4 DEFINITION OF TERMS

- Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- "Requirement" means a specification that a Contractor's commodity must and/or service shall 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.

• "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.

1.5 SPECIFICATIONS

UAPTC is requesting bid proposals Graduation Cap and Gowns for faculty, staff, and students with required delivery by March 2025.

Student Cost per unit estimate 750

Unit Includes standard student navy blue cap, gown, single-color navy-blue tassel, year number in gold

Ability to return any unclaimed orders for full refund once commencement is over Submission date needed for final delivery for week of April 14, 2025

Faculty Cost per unit estimate 40

May include either a Bachelors, masters, doctoral gowns, with either a tam or cap/hood, and tassels- specialized to school and degree in which earned

Submission Requirements:

- All pricing shall be submitted on the "official pricing sheet" located at the end of this document. Prices are subject to applicable taxes. Do not include taxes in your bid pricing. Any pricing not identified by the successful contractor but subsequently incurred in order to achieve successful operation shall be borne by the vendor.
- Payment Terms
- Any additional terms and conditions

1.6 PAYMENT AND INVOICE PROVISIONS

A. All invoices shall be forwarded to the following location:

University of Arkansas – Pulaski Technical College ATTN: Accounts Payable 3000 West Scenic Drive North Little Rock, AR 72118

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodity/commodities by the college. Invoice shall not be submitted in advance of delivery and acceptance. Payment will be made only after the contractor has successfully satisfied the college as to the goods and/or services purchased.
- C. Invoice should be itemized, and include purchase order number and/or contract number.
- D. Invoices are also accepted by email to: accountspayable@uaptc.edu.

1.7 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. UA-PTC has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. Bid must include a "total satisfaction" return policy for all products and must not impose any liability on UA-PTC for such returns.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY

UA-PTC Procurement, as the issuing office, is the sole point of contact regarding the IFB throughout this solicitation process.

2.2 TYPE OF CONTRACT

A. As a result of this IFB, UA-PTC intends to award to a single Contractor.

2.3 CONTRACTOR SELECTION

A. Award will be made to the lowest-bidding, responsible Prospective Contractor on a firm contract, all or none basis.

2.4 RESPONSE DOCUMENTS

- A. Bid Response Packet
 - 1. The following are Bid Submission Requirements and must be submitted as a hard copy in the original *Bid Response Packet*.
 - a. Original signed Bid Signature Page. (Exhibit A)
 - i. A signed Bid Signature Page. The signature must be that of a person authorized to contractually bind the Prospective Contractor. Must be in English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet (Exhibit B)*. Pricing must be proposed in U.S. dollars and cents.
 - c. EO 98-04 Disclosure Form.
 - d. Copy of Prospective Contractor's Equal Opportunity Policy.
 - e. Combined Certifications for Contracting with the State of Arkansas Form
 - f. Contractor's License and Certifications
 - g. Any additional terms and conditions applicable to sale.
 - DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 MINORITY AND WOMEN OWNED BUSINESS POLICY

- A. The Arkansas Economic Development Commission conducts a certification for minority-owned and womenowned businesses.
- B. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American

- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- C. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

D. If applicable, certification to be included in response packet.

2.6 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to A Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to:
 - a. A company which offers to provide the goods/services for at least twenty (20) percent less than the lowest certifying business.
 - b. Contracts with a total potential value of less than \$1,000.

2.7 GOVERNOR'S EXECUTIVE ORDER 98-04

For bids over \$25,000, bidders should complete the disclosure forms as part of their response packet.

2.8 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 may be used to determine if the Prospective Contractor is "responsible". Proposals submitted by Prospective Contractors determined to be non-responsible will be disqualified.

2.9 RECORD RETENTION

- A. 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 the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's 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.

2.10 RESERVATION

This IFB does not commit the college to award a contract or to pay costs incurred in the preparation of a bid in response to this request.

2.11 CONDITIONS OF CONTRACT

- A. 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.
- B. Indemnify and save harmless the College 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 subcontractor of the Contractor.

2.12 STATEMENT OF LIABILITY

A. The College will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The College will not at any time be responsible for or accept liability for any Contractor-owned items.

B. The Contractor's liability for damages to the College will be limited to the value of the Contract or the cost to return affected areas/items to their original state, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the College will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions must not be construed or deemed as the College's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the College, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

2.13 ACCEPTANCE STANDARDS

A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The College has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the College for such returns.

2.14 TERMS AND CONDITIONS

- A. General: Any special terms and conditions included in the IFB supersede the Standard Terms and Conditions. Any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the college.
- B. Bid Submission: Bids must be submitted to the college on the proper response document, provided by the college. This bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his or her firm in a contract. Late bids will not be considered under any circumstance.
- C. Delivery on Firm Contracts: The IFB will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate schedules may become a factor in an award. The college has the right to extend delivery if reasons appear valid. If the date is not acceptable, the college may buy elsewhere and any additional cost will be borne by the Prospective Contractor.
- D. ALL BIDS are subject to University of Arkansas-Pulaski Technical College Terms and Conditions found here: www.uaptc.edu/terms-and-conditions

BID SIGNATURE PAGE

	PROSPE	CTIVE CONTRA	ACTOR'	SINFORM	IATION		
Company:							
Address:							
City:		S	State:			Zip Code:	
Business Designation:	☐ Individual ☐ Partnership	☐ Sole F	-	rship		Public Service Nonprofit	ce Corp
Minority and Women-Owned Designation*:	☐ Not Applicable☐ African American☐ Asian American	☐ American ☐ Hispanic / ☐ Pacific Isl	Americar	n 🗆		e Disabled Vo	eteran
	AR Certification #:					Women-Owned rms and Condition	Business Policy ons
	PROSPECTIV Provide contact infor	E CONTRACTO The mation to be use					
Contact Person:			Title:				
Phone:			Alternat	e Phone:			
Email:							
	CON	IFIRMATION O	F REDA	CTED CO	PY		
☐ NO, a redacte	ted copy of submission ed copy of submission o ocuments will be releas	documents is <u>no</u>	<u>ot</u> enclos		rstand a	a full copy of r	non-redacted
Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Solicitation Terms and Conditions for additional information.							
An official autho	rized to legally bind t	he Prospective	e Contra	ctor must	sign be	elow.	
	ow signifies agreement ause the Prospective					equirement of	this <i>Bid</i>
Authorized Signa	ature: Use Ink Only.			Title:			
Printed/Typed Na	ame:			Dat	te:		

OFFICIAL SOLICITATION PRICING SHEET

NOTES TO BIDDERS:

OFFICIAL SOLICITATION PRICING SHEET

Item	Description	Qty	Unit of Measure	Unit Price	Extended Amount
1.	Navy Student Unit	750	each	\$	\$
2.	Student Honor Cord (navy and red) separate cords tied together in middle	300	each	\$	\$
3.	Faculty/Staff Bachelor Unit	10	each	\$	\$
4.	Faculty/Staff Master Unit	15	each	\$	\$
5.	Faculty/Staff Master Hood	10	each	\$	\$
6.	Faculty/Staff Doctoral Unit (including Tam w/tassels)	5	each	\$	\$
7.	Faculty/Staff Associate Unit	10	each	\$	\$
8.	Extra tassels and numbers	100	each	\$	\$

The agency requests delivery within 30 (Thirty) days after ordering. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See Official Solicitation Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Alternate Delivery:	days after receipt of order.



Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders Secretary Leslie Fisken

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 knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly 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 of any resultant contract:

- Boycott Israel.
- Knowingly 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

			<u> </u>	ntract, leas	e, purchas	e agreement, or grant award with any Arkansas State Aç	gency.	
SUBCONTRACTOR: SUBCONTRACTOR:	BCONTRAC [*]	TOR NAME	:					
TAXPAYER ID NAME:			IS THIS FOR: Goods?	?	□ Se	ervices? Bot ?		
YOUR LAST NAME:			FIRST NAME:			M.I.:		
ADDRESS:								
CITY:			STATE:		ZIP CO	DE: C	OUNTRY:	
						A CONTRACT, LEASE, PURCHASE ACTION MUST BE DISCLO		<u> </u>
						OUALS*		
Indicate below if: you, your spous Member, or State Employee:	se or the I	orother, s	ister, parent, or child of you or your s	spouse <i>is a</i>	current or	former: member of the General Assembly, Constitution	nal Officer, State E	3oard or Commis
Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of	For Ho	w 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	board/ commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)	R	Relation
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								
☐ None of the above applied	es							
			FOR AN E	ITI	гу (BUSINESS) *		
Officer, State Board or Commission	on Memb	er, State		ister, parer	nt, or child	ship interest of 10% or greater in the entity: member of of a member of the General Assembly, Constitutional Of e the management of the entity.		
Position Held	Mai	rk (√)	Name of Position of Job Held [senator, representative, name of	For Ho	w Long?	What is the person(s) name and what is his/her % of what is his/her position of column to the column.		rest and/or
1 ostaon nota	Current	Former	board/commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								
None of the above appli	06							

Contract and Grant Disclosure and Certification Form

<u>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.</u>

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 Contac	et Person	Title		Phone No		
Agency use only Agency Number	Agency Name	Agency Contact Person	Contact _Phone No	Contract or Grant No		

Reset Form

Print Form



Purchasing Department
3000 West Scenic Drive
North Little Rock, AR 72118
(501)-812-2200 Fax (501)-812-2393

19-11-104. Equal Opportunity Policy.

Any entity or person bidding on a state contract, responding to a request for proposals regarding a state contract, responding to a request for qualifications regarding a state contract, or negotiating a contract with the state for professional or consulting services to submit to the Office of State Procurement of the Department of Finance and Administration the most current equal opportunity policy of the entity or person.

- (b) The office and a state agency shall require a copy of the most current equal opportunity policy of an entity or person to be filed with the office or state agency for public inspection as a condition precedent to:
- (1) Accepting a letter of intent, bid, proposal, or statement of qualification with regard to a state contract from the entity or person; or
- (2) Entering negotiations with the entity or person for a professional or consulting services contract with the state.

•	s to be completed by any business or individual prior to e cal College. (Check appropriate box)	entering into a contract with UA –
	EO Policy Attached (Mandatory, if available)	
	Checking this box indicates that no Equal Employment of the business or individual. And, it constitutes a formal Employment Opportunity Policy is available for the und	declaration that no Equal
	Business Name or Individual:	
	Title:	_Date:

Signature of Authorized Agent:_____