


University of Arkansas at Pine Bluff

Pine Bluff, Arkansas 71601

INVITATION TO BID

<p>Issue Date : May 10, 2016</p> <p>Bid No : UAPB 76K</p> <p>Bid Subject: MICROSCOPES</p>	<p>Bid Opening Date: May 31, 2016</p> <p>Bid Opening Time: 11:00 A.M. CST</p> <p>Type of Contract: FIRM</p>							
<p>SUBMIT TO: UAPB Procurement Department</p> <p>BY MAIL: P.O. BOX 4979</p> <p>Messenger: 1200 University Drive Office of Procurement Room 231 – Adm. Bldg. Pine Bluff, AR 71601</p>	<p>FOB: UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601</p>							
<p>Attention: A. K. Turner, Dir. Materials Management</p>	<p>Director's Phone No. (870)575-8735 Fax No. (870)575-4647</p>							
<div style="display: flex; align-items: flex-start;">  <div> <p>UNIVERSITY <i>of</i> ARKANSAS AT PINE BLUFF <small>1873</small></p> </div> <div style="margin-left: 10px;"> <p>Your bid must be received in the UAPB Procurement Department by or before the bid opening date and time indicated above. Bids must be signed in ink. Unsigned bids will not be considered. The University reserves the right to reject any and all bids received. All bids shall be as specified or an approved equal. Bid envelope should be marked as to bid number, date and hour of bid opening.</p> </div> </div>								
<p>DELIVERY TIME:</p>								
<p>I (WE) guarantee to furnish goods/services indicated hereon and to be bound by all specifications, terms, and conditions as stated herein at prices shown. Furthermore, this guarantee shall become part of any contract issued subsequent to award of this invitation for bid.</p>	<table border="1" style="width: 100%;"> <tr><td>COMPANY NAME:</td></tr> <tr><td>ADDRESS:</td></tr> <tr><td>ZIP:</td></tr> <tr><td>E-MAIL ADDRESS:</td></tr> <tr><td>PHONE NUMBER:</td></tr> <tr><td>FAX NUMBER:</td></tr> <tr><td>DATE:</td></tr> </table>	COMPANY NAME:	ADDRESS:	ZIP:	E-MAIL ADDRESS:	PHONE NUMBER:	FAX NUMBER:	DATE:
COMPANY NAME:								
ADDRESS:								
ZIP:								
E-MAIL ADDRESS:								
PHONE NUMBER:								
FAX NUMBER:								
DATE:								
<p>Authorized Signature</p>								
<p>Typed/Printed Name of Authorized Official</p>								

University of Arkansas at Pine Bluff

Standard Terms and Conditions

1. **General:** Any special terms and conditions included in the Invitation for Bid override these standard terms and conditions. The standard terms and conditions along with any special terms and conditions become part of any contract entered in to pursuant to acceptance by the **University of Arkansas at Pine Bluff** of any or all parts of a bid response.
2. **ACCEPTANCE AND REJECTION:** The **University of Arkansas at Pine Bluff** reserves the right to accept or reject all or any and all bids. Furthermore, the University reserves the right to waive minor technicalities and to award the bid to best serve the interests of the University and the State.
3. **CERTIFICATION:** By submission of a bid response, the bidder certifies that he has read all standard terms and conditions and any special terms and conditions included in the Invitation for Bid and that the bid submitted is in accordance therewith.
4. **BID SUBMISSION:** Bids must be submitted to the **University of Arkansas at Pine Bluff Procurement Department** on the Invitation for Bid form, with attachments when necessary, on or before the date and time specified for bid opening. Failure to use and submit the Invitation for Bid form may result in rejection of the bid. The envelope should be completely and properly identified with the bid number and the bid opening date and time. Late bids will not be considered under any circumstances.

The bid must be typed or printed in ink. Failure to sign the bid where indicated or to not sign the bid in ink will disqualify it. The person signing the bid should show title or authority to bind his firm in a contract.

In responses to an invitation for bid or a request for proposal, your response in no way commits **UAPB** to pay any costs incurred in the preparation of that bid or response.

5. **NO BID:** If not submitting a bid the bidder should respond by marking **‘No Bid’** on the front of the Invitation for Bid form and explaining the reason on the front as well. The bidder should then return the form in an envelope to the **University of Arkansas at Pine Bluff Procurement Department** on or before the bid opening date and time.
6. **PRICES:** Bidders must quote **FOB** destination and must bid the unit price. In case of errors in extension, unit price shall govern. Prices are firm and thus, are not subject to escalation unless otherwise stated in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for **thirty (30) days** from the bid opening date. **“Discount from list” bids are not accepted** unless requested in the bid invitation.
7. **TYPE OF CONTRACT:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.

A Firm Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.

A Term Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a

definite period of time. The estimated quantities stated in the Invitation for Bid are

not guaranteed, and the University may

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order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services

8. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and is used only to indicate desirable type and quality. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bidder must show on the Invitation for Bid the manufacturer, brand or trade name, and any other descriptions and should include the manufacturer's illustrations and complete descriptions of the product offered. The University reserves the right to determine whether an alternate offered equals and meets the standards of the item specified. The bidder may be required to submit additional descriptive material and information for the purpose of making a determination. By submission of a bid, the bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data set forth in the bid invitation, he will be required to furnish the product accordingly as specified.
9. **GUARANTY:** All items bid shall be new or 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 or specification or sample, it will conform 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 have been complied with. The bidder's obligations under this paragraph shall survive for a period of **one (1) year** from the date of delivery, unless otherwise specified herein.
10. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during reasonable examination, they will be returned to the bidder, if requested, within ten (10) days following the bid opening at the bidder's expense. 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.
11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from regular shipment. In the event tested products fail to meet all conditions and requirements of the specification, the cost of the sample used and the reasonable cost of the testing shall be borne by contract vendor.
12. **AMENDMENTS:** A bid cannot be altered or amended after the bid opening except as permitted by regulation.
13. **DELIVERY:** The invitation for Bid should show the number of days to place a commodity in a designated University location under normal conditions, **UAPB Procurement** reserves the right to extend

delivery on an awarded contract if reasons appear valid. If the delay is not acceptable,

UAPB may buy elsewhere, and any

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additional cost will be borne by the contract vendor.

No substitutions or cancellations are permitted without written approval of the **UAPB Procurement Department**. Delivery should be made during normal work hours **8:00 a.m. to 5:00 p.m. (CST) Central Standard Time**. Packing memoranda should be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.

14. **STORAGE:** The **University of Arkansas at Pine Bluff** will be responsible for storage if the contractor delivers within the time required and **UAPB** cannot accept delivery.
15. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by the **University of Arkansas at Pine Bluff** after delivery. For those defaults due to backorders, promised delivery, quality problems, late delivery, warranty performance, or other factors within the control of the vendor, the **Agency Procurement Official (APO)** will notify the bidder of the default. If, after notification of default, and the bidder fails to remedy the situation in the time specified, the **APO**, in order to achieve the greatest economy for **UAPB**, may at its option, cancel a contract or any portion thereof and reasonably purchase the commodity elsewhere and charge full increase of cost, if any, to the defaulting contractor. The contractor must give written notice of default issues to the **APO** and the corrective action being taken to remedy the situation.

Consistent failure to meet delivery without a valid reason may result in removal from the bidders' list or suspension of eligibility for award. In order to achieve the greatest economy, **UAPB** may at its option, choose the next qualified bidder as determined

through the evaluation process, re-advertise for bids, negotiate a purchase, or complete any other action consistent with the procurement laws.

16. **VARIATION IN QUANTITY:** The **University of Arkansas at Pine Bluff** assumes no liability for commodities produced, processed, or shipped in excess of those quantities specified on the **UAPB** purchase order. **The University will accept no "free" items or items that are not expressly requested on the face of the purchase order.**
17. **INVOICING:** The contract vendor shall be paid upon completion of all the following (1) submission of an original and two copies of a properly itemized invoice showing both the bid number and purchase order numbers (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 **UAPB CONTROLLER – Box 4984**.
18. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positive, data, or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of **UAPB** and the State and shall be kept confidential, used only as expressly authorized, and returned to **UAPB** at the contractor's expense. Commodities must be properly identified by **description when returned**. Payment shall be withheld pending receipt of the same.
19. **PATENTS OR COPYRIGHTS:** The contract vendor agrees to indemnify and hold the **University of Arkansas at Pine Bluff** harmless from all claims, damages, and costs, including attorney's fees, arising from infringement of patents or copyrights.
20. **ASSIGNMENTS:** Any contract entered into pursuant to the Invitation for Bid is not

assignable nor the duties thereunder delegable by either party without the written consent of

the other party of the contract.

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21. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
22. **LACK OF FUNDS:** The **University of Arkansas at Pine Bluff** 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 contractor 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 contractor may file claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
23. **DISCRIMINATION:** In order to comply with the provision of **ACT 954 of 1977** relating to unfair employment practices, the bidder agrees as follows: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, 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, handicap, 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 thereunder 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 subcontractor or vendor.

24. **IRS TAX CERTIFICATION INFORMATION:** The **University of Arkansas at Pine Bluff** is a State Institution. It is an organization described in the Internal Revenue Code 170(b)(1)(A)(V), in that it is described in code 170 ©(1). The University also falls within Code 509(a)(1) in that it is an organization described in Code 170(b)(1)(A). The taxpayer ID # 71601-0030.

No other **IRS** certification will be agreed to or stated by the University.

25. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to the Invitation for Bid acting herein by the authorized individual, its duly authorized agent, hereby assign, sells and transfers to the **University of Arkansas at Pine Bluff** all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by the **University of Arkansas at Pine Bluff** pursuant to this contract
26. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to compete for, win, and receive contracts for goods, services, and construction. Also the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.

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27. **Alternate bids** will not be considered, only one (1) bid response will be evaluated.

28. **ETHICAL STANDARDS LAW:** In accordance with act 483 of 1979, section 7 (A), (B), (C), the following statement must be conspicuously set forth in all contracts and solicitations costing more than \$5,000.00:

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for a retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

29. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this IFB, except for annual renewals.

TO BIDDER: Any other agreement that the bidder wants signed by UAPB must be included with your bid response package. **PLEASE NOTE:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include “**indemnification and governing laws.**” *If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his bid.*

30. **PERFORMANCE STANDARDS:** Act 557 of 2015 enacted by the Arkansas General Assembly requires that contracts include performance standards. By acceptance of this Purchase Order, the Contractor agrees to the performance of any technical/general services in a professional, comprehensive manner. This may include, but not be limited to, ensuring milestone deadlines are met, and services are delivered in a professional, comprehensive manner, consistent with the contracted skill level. Any special performance standards outlined in any associated contract or agreement to this Purchase Order may be in addition to the above performance standards.

31. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

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32. **ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS** to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility-Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
 - Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
 - After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
 - Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 - Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 - Integrating into networks used to share communications among employees, program participants, and the public; and
 - Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
 - If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.
 - State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a difference product.
 - For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive

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devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

As provided in Act 308 of 2013, if the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

Social Security Number Federal ID Number Subcontractor: Yes No
 Taxpayer ID#: Subcontractor Name:

Taxpayer ID Name: Is This For:
 Goods? Services? Both?

Your Last Name: First Name: MI :

Address: State: Zip Code: Country:

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

FOR INDIVIDUALS*

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

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q Public, spouse, John Q. Public, Jr., child, etc)	Person's Name	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/> None of the above applies								

FOR AN ENTITY (BUSINESS)*

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

Position Held	Mark (✓)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q Public, spouse, John Q. Public, Jr., child, etc)	Person's Name	Relation
	Current	Former		From MM/YY	To MM/YY			
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/> None of the above applies								

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

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

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:
 - Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

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

Signature:

Title:

Date:

Vendor Contact Person:

Title:

Phone No:

Agency Use Only

Agency
Number _____ Agency
Name _____

Agency
Contact Person _____

Contact
Phone No. _____

Contract or
Grant No. _____

Request for Taxpayer

Give form to the requester. Do NOT send to the IRS.

Identification Number and Certification

Please print or type	Name (See Specific Instructions on page 2.)	
	Business name, if different from above. (See Specific Instructions on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other =	Requester's name and address (optional)
	Address (number, street, and apt. or suite no.)	
	City, state and ZIP code	

Part I Taxpayer Identification Number (TIN)	List account number(s) here (optional)
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter</p>	Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)
<div style="border: 1px solid black; width: 200px; height: 25px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">Social security number</div> <p style="text-align: center; margin: 5px 0;">OR</p> <div style="border: 1px solid black; width: 200px; height: 25px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">Employer identification number</div>	

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date	Date ▶
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Purpose of Form. -A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding? - Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure To Furnish TIN. -If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding. -If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information. - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**ILLEGAL IMMIGRANT CERTIFICATION REQUIRED PRIOR TO AWARD
PROHIBITION AGAINST CONTRACTING WITH ILLEGAL IMMIGRANTS – Acts 157 of 2007.**

Regarding those contracts over \$25,000.00 – No state agency may enter into or renew a public contract with a contractor who knows that the contractor or a subcontractor employs or contracts with an illegal immigrant to perform work under the contract. Certification Required by Contractor prior to award of contract.

It is the requirement of the Office of State Procurement that prior to an award the contractor must certify on the Office of State Procurement’s web site which is www.arkansas.gov//dfa/procurement that his company does not employ nor will employ illegal immigrants for this project or service. (MUST BE DONE WITHIN FIVE (5) DAYS OF NOTICE)

Instructions:

When the DFA page opens you will see

DFA Ark Dept of Finance & Adm

(1) On the left Click on Procurement

(2) On the right click on Illegal Immigrant Reporting

(3) Under Vendor Submit Disclosure Form

-Click on Submit Disclosure Form

(4) Complete Form

(5) Submit

DFA | Office of State Procurement | Illegal Immigrant Certification

+ = Expandable Menus

[< Back to OSP Overview](#)

- [OSP Home](#)
- [+ Overview](#)
- [+ General](#)
- [+ Vendors](#)
- [+ Agencies](#)
- [+ M&R/Surplus](#)

[State NIGP](#)

Act 157 of 2007 | Employment of Illegal Immigrants - Prohibition - Certification by Contractor

Description	Links
<u>ACA 19-11-105 Employment of Illegal Immigrants Certification by Contractor Regulation</u>	PDF DOC
<u>Employment of Illegal Immigrants Certification by Bidder Bid Language</u>	PDF DOC
<u>Act 157 of 2007 An Act to Prohibit State Agencies from Contracting with Businesses that Employ Illegal Immigrants</u>	PDF
<u>Vendor Illegal Immigrant Contracting Disclosure Reporting Screen</u>	WEB
<u>Agency Screen</u>	WEB
<u>If you need assistance, please contact Sherry Lewis</u>	eMail

Instructions conti. . .

You are to click on the section that says
Vendor Illegal Immigrant Contracting Disclosure Reporting Screen.

The next *screen* you will see says
DFA ILLEGAL IMMIGRANT CONTRACTOR DISCLOSURE CERTIFICATION LOGIN (click on the right side to open the box that reads: "Submit Disclosure Form").

DFA Illegal Immigrant Contractor Disclosure Certification Login

Agency Login

Vendor Submit Disclosure Form

Are you a vendor and need to submit a disclosure form?

Username:

[Submit Disclosure Form](#)

Password:

Forget your password? [Click here](#)

Instructions conti. . .

The opened screen will LOOK LIKE THIS:
Answer the questions and "*Submit*".

DFA Illegal Immigrant Contractor Disclosure Certification Form

Navigation : [Home](#) >> Certification Form
[Help](#)

Note: *Required fields are marked with an asterisk.

*Vendor Name:

*Contract Type:

Bid Number:

*Disclosure Statement: I do not employ or contract with any illegal immigrant(s).

*E-mail Address:

*Select Agency:

THE AGENCY LOGIN BOX IS FOR UAPB – We are required to check this web site to make sure you have certified prior to Purchase Order issue or Contract Award.

GENERAL INFORMATION FOR BIDDERS

1:00 **INTRODUCTION**

The purpose of this Invitation for Bid (**IFB**) is to solicit firm pricing for **MICROSCOPES** for the University of Arkansas at Pine Bluff, hereafter specified UAPB.

1:01 **RESERVATION**

This Invitation does not commit **UAPB** to pay any cost incurred in the preparation of bids. Further, **UAPB** reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency. We further reserve the right to award this bid "**all or none**" or "**line item per line item**" whichever is in the best interest of the University to do so. Bids which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration.

1:02 **PROPRIETARY INFORMATION**

All bid information, proposals, applications, briefs, sales brochures, etc., will become the property of **UAPB** when submitted in response to this **IFB**. All bid documents submitted by the vendor shall be available for public inspection after the bid opening. Bidder must clearly indicate those pages which are proprietary.

1:03 **CLARIFICATION**

Any interpretation or correction of the bid documents/specifications will be made only by addendum and will be mailed or delivered to each bidder of record. **UAPB will not be responsible for any oral explanations, assumptions or interpretations about this bid.** If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies in or omissions from any part of the contract documents, he may submit to the University of Arkansas at Pine Bluff, Purchasing Department a written request for an interpretation or correction thereof not later than five (5) working days before the bids will be opened. The person submitting the request will be responsible for its prompt delivery.

All questions concerning this **IFB** must be addressed to Kay Turner, UAPB Purchasing Department, Room 231 Administration Building, 1200 North University, Pine Bluff, Arkansas 71601 (**telephone # (870) 575-8735**).

Bidders are advised to read all the information provided, supply all information requested, and note any variance to these specifications in written form with the submission of the bid.

All addenda issued during the bidding period will be incorporated into the contract.

1:04 **BID OPENING DATE AND LOCATION**

To be considered, sealed, signed, written bids must be received by the **UAPB Purchasing Office only**, no later than the time and date as listed on the cover page of this **IFB**.

1:05 **LATE BIDS WILL NOT BE CONSIDERED**

Late bids; **bids enroute, bids left at locations other than the Office of Purchasing by special carrier or other will not be considered** if they are not in the Office of Purchasing by or before the time as indicated on the front of the **IFB** document as "**Bid Opening Date and Time.**"

1:06 **TERMS AND CONDITIONS**

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

1:07 **INVOICES AND PAYMENT PROVISION**

Invoices will be approved for payment only after the Merchandise has been delivered and fully accepted by **UAPB** as specified in this **IFB**. The vendor must assume responsibility for loss or damage of such until acceptance by **UAPB**. The vendor's invoice should reference the purchase order number as received from **UAPB**.

1:08 **BID IDENTIFICATION**

Bid response envelopes should be filled out to indicate **IFB number** and the **name of the bid** including the **date of the bid opening and time**.

1:09 **SHIPPING COST REQUIREMENTS**

All Merchandise must be priced **FOB INSIDE**, University of Arkansas at Pine Bluff (See Bid Cover Sheet).

1:10 **DELIVERY**

We are requesting that the successful bidder deliver the **Merchandise** with **30** working days after receipt of the purchase order. If this delivery schedule cannot be met, you must state the number of days required to place commodity in ordering agency's in designated location. Failure to state delivery time obligates bidder to complete delivery by agency's requested date.

Delivery _____ days after receipt of order.

Successful awardee must deliver exactly what is specified in this **IFB** response. All items awarded must be delivered by vendor to the University of Arkansas at Pine Bluff.

1.11 **VENDOR REFERENCES**

Please list below at **least two (2) references** where delivery has been made of the type of merchandise you are proposing:

(1)	(2)
Company Name: _____	Company Name: _____
Phone No: _____	Phone No: _____
Address: _____	Address: _____
_____	_____
City & State	City & State
Contact Person: _____	Contact Person: _____

1:12 A vendor whose bid is under consideration shall, upon request, promptly furnish satisfactory evidence of his financial resources, his experiences, and the organization and merchandise he has available to meet this request.

1.13 **SUBSTITUTIONS ("OR EQUAL")**

A. These specifications are intended to establish a minimum desired quality or performance level, or other minimum dimensions and capabilities, which will provide the best product available at the best price. When a brand and/or model is designated, and a bidder offers other than the designated brand and/or model the other than designated brand and/or model, must be listed; specifications and descriptive literature provided; and, if requested, a sample made available for testing. **Other than designated brands and/or models approved as equal to designated products shall receive equal consideration.**

B. When proofs of compliance for materials and equipment are called for in the technical specifications or requested by the University of Arkansas at Pine Bluff, such proofs of compliance shall be furnished by the vendor by supplying the following:

- (1) Certificates of compliance from the manufacturer
- (2) Mill Certificates
- (3) Testing laboratory certificates
- (4) Report of actual laboratory test

SUBSTITUTE/ALTERNATE PRODUCTS:

C. Bidders are advised that they may bid other than specified however, it must **meet or exceed the specifications as herein listed and color brochures and fact sheet (specification) must be included with your bid response.** If bidder takes no exception to specifications, they will be required to furnish material and/or equipment according to the brand names, etc., as specified.

_____ **Check if bidding brand specified**
 _____ **Check if bidding substitute**

Name of brand substituted: _____

Brand names listed are for "specification only" not as a statement of preference.

1.14 **EXPRESS WARRANTY**

The whole of the good shall conform to the sample, models, or whatever is prior approved for delivery on the face of the purchase order. Your signature on this **IFB** herein, warrants this. There shall be no changes in what will be delivered, it must be exactly as stated in your response, if acceptable, prior to the issuing of the purchase orders.

1:15 **THE PURCHASE ORDER**

No work or delivery shall commence until successful Contractor is in receipt of the approved purchase order for the same.

1.16 **PRESENTATIONS/RESPONSES**

UAPB may at its on discretion require a presentation from the vendor at no cost to **UAPB. There will be no multiple line items responses only one response per line item. Multiple responses may not be considered.**

1:17. **BID FORMATS**

Bids marked "UAPB" are formal bids and must be received in a sealed envelope and clearly marked with the bid number, date and opening time as listed on the front of this IFB "UAPB" bids cannot be faxed or hand delivered unsealed as they will not be considered. WE CANNOT ACCEPT ELECTRONICALLY TRANSMITTED OR FAXED BIDS AS PROPOSAL RESPONSES FOR UAPB'S FORMAL BIDS.

Bids marked "CB" are quote bids and these responses may be faxed or hand delivered sealed or unsealed. In both cases they must be received by or before bid opening date and time as listed on the front of the IFB.

1.18 **DISCLOSURE REQUIREMENT Governor's Executive Order 98-04**

- (A) No Contract for Commodities or Services greater than **\$25,000.00** and no discretionary grant greater than **\$25,000.00** shall be awarded, extended, amended, or renewed by any agency to any Contractor who has not disclosed as required in this bid with the exception of contracts in Section 3D (Emergencies) for goods and services for which disclosure may be obtained after purchase.
- (B) 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.

1.19 **EQUAL OPPORTUNITY POLICY**

ACT 217 (SB #1123) of 2005
of the Arkansas Legislature:

Each entity and person interested in contracting with the State (UAPB) **must include with its bid response**, a copy of the company's EQUAL OPPORTUNITY POLICY, when bidding over \$25,000.

- 1.20 **PROHIBITION AGAINST CONTRACTING WITH ILLEGAL IMMIGRANTS**
Act 157 of 2007. Regarding those contracts over \$25,000 – No state agency may enter into or renew a public contract for services with a contractor who knows that the contractor or any of his subcontractor employs or contracts with an illegal immigrant to perform work under the contract. Certification required on the Office of State Procurement's website by Contractor prior to award of contract. **(Effective Sept 2007)**

UNIVERSITY OF ARKANSAS AT PINE BLUFF

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

UNIT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		Hunt Optics & Imaging Pittsburgh PA 15237		
1.	10 ea	Microscope Body w/ ESD 0.8x zoom optics & 45D Binoc Tub		
		No. 2-S110H		
		No. S-01282		
		No. Cover015		
		No. LMS225LED		
		No. LMS-LEDLK2		
		NOTE: CONTRACTOR WILL BE FULLY RESPONSIBLE FOR ARRANGING INSIDE DELIVERY OF THIS MERCHANDISE INTO UAPB'S WAREHOUSE OR OTHERWISE DESIGNATED LOCATION		

NOTE: ALL COST FOR WHICH THE UNIVERSITY WILL BE BILLED MUST BE INCLUDED IN YOUR BID PRICE (commodity, freight, handling and other transportation).

DO NOT INCLUDE TAXES (state or local) if you are an Arkansas vendor. You must add it to your invoice if you are the successful Contractor. For your information, our current tax rate is 9.75%. If you are an out-of-state vendor, you may do the same or we will calculate it in our USE TAX report.