

**SAUT/13-14/002**

**INVITATION FOR BID**

FOR

**36-MONTH OPERATING LEASE  
FOR PERSONAL COMPUTERS**

ISSUED BY:

**Southern Arkansas University Tech**  
Purchasing Office  
PO Box 3499  
Camden, AR 71711

**PROPOSAL OPENING DATE & TIME:**

**May 13, 2014  
2:00 P.M. CT**

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PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED. THE ENVELOPE MUST BE SEALED AND PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF PROPOSAL OPENING, PROPOSER'S NAME, AND RETURN ADDRESS.

## CHECKLIST FOR BIDDERS:

- Signed by Authorized Individual
- Financial Statement
- List of 3 References
- Enclosed Sample Contracts of any nature requiring execution by SAU Tech
- Bid Envelope and/or Package properly marked as to Bid Number, Date and Hour of Bid Opening
- Illegal Immigrant Statement
- EO Policy Statement
- Contract and Grant Disclosure Form

**Southern Arkansas University Tech  
PURCHASING OFFICE  
Post Office Box 3499  
Camden, AR. 71711-1599**

**REQUEST FOR BID**

Bid Number: **SAUT/13-14/002**

Purchasing Agent: Angela Fry  
870-574-4523

**36-Month Operating Lease for Personal Computers**

**Bid Opening Date: Tuesday 13<sup>th</sup> May, 2014**  
**Bid Opening Time: 2:00 p.m.**

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS.

**MAILING ADDRESSESS:**

Southern Arkansas University Tech  
Attention: Purchasing Office  
Post Office Box 3499  
6415 Spellman Road  
Camden, AR. 71711-1599

**BID OPENING LOCATION:**

Southern Arkansas University Tech  
Conference Room  
Administration Building  
6415 Spellman Road  
Camden, AR. 71701

Company Name: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City / State /Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

USE INK ONLY, UNSIGNED BIDS WILL NOT BE CONSIDERED.  
RETURN ALL BID PACKET PAGES AND REQUIRED SUPPORTING MATERIAL AS BID

## GENERAL INFORMATION FOR BIDDERS

### ISSUING AGENCY

This Invitation for Bid (IFB) is issued for Southern Arkansas University Tech (SAU Tech), by the Purchasing Department. The issuing department is the sole point of contact for the SAU Tech selection process. Personal contact should be made through Angela Fry, Purchasing Agent, SAU Tech, Telephone 870-574-4523, or e-mail [afry@sautech.edu](mailto:afry@sautech.edu).

### TYPE OF CONTRACT

The intent of this IFB is to obtain an **Operating Lease**, for the equipment identified within this document. ***The equipment is and shall remain the sole personal property of Lessor. No right, title or interest in the equipment shall pass to SAU Tech other than the right to use the equipment during the lease term.***

### BID OPENING DATE AND LOCATION

To be considered, bids must be delivered to the SAU Tech Purchasing Department no later than the date and hour indicated on the official bid sheet.

State law requires that the proposal be submitted no later than the date and time specified in this IFB. Each Contractor is solely responsible for the timely delivery of the proposal by the specified deadline. Late responses, responses en route, those left at locations other than the Purchasing Office by special carrier will not be considered if they are not in the Purchasing Office by or before the time indicated on the front of this BID document. Any proposals received after the scheduled opening date and time will be immediately disqualified. All proposals shall be guaranteed and binding for a period of not less than one hundred fifty (150) days past the proposal opening date.

Telephone, email, and/or FAX responses to this bid will **not** be accepted.

Proposal openings will be open to any interested proposing party and to the general public. However, openings will serve only to open, read and record the receipt of each proposal. No discussion will be entered into with any vendor as to quality or provisions.

### AWARD

Award of financing will be made to the lowest responsible, responsive bidder, acceptable to both SAU Tech and the supplier(s), whose proposal is judged to be the most effective and economical for the purpose intended, according to the requirements stated in this Invitation to Bid. Should the equipment supplier(s) reject the low bidder, justifications must be made in writing to the SAU Tech Purchasing Department prior to award.

### EQUIPMENT ACCEPTANCE

Prices quoted by supplier include delivery on-site.

## **NON-DISCRIMINATION**

Southern Arkansas University Tech does not discriminate against any entity, company, employee, applicant for employment or any person participating in any aspect of any project on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability.

## **MINORITY BUSINESS POLICY**

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in any 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 sub-contract portions and any state contract to minority business enterprises.

## **EQUAL OPPORTUNITY POLICY**

Act 215 (SB#1123) of 2005 requires that each entity or person interested in contracting with the State must include with its proposal response a copy of the company's EQUAL OPPORTUNITY POLICY.

## **CERTIFICATION OF ILLEGAL IMMIGRANTS**

Pursuant to Act 157 of 2007, the successful proposer must certify prior to award of the contract that they do not employ or contract with any illegal immigrants.

## **DISCLOSURE OF CONTRACTS OVER \$25,000 – GOVERNOR'S EXECUTIVE ORDER 98-04**

No contract for commodities or services greater than \$25,000, and no discretionary grant greater than \$25,000 shall be awarded, extended, amended or renewed by an agency to any bidder who has not complied with Governor's Executive Order 98-04, as required in this proposal (see attachment).

Failure to make any disclosure required by Governor's Executive Order 98-04, or the violation of any rule, regulation, or policy adopted pursuant to the Order, shall be a material breach of the terms of this IFB. Any bidder 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.

## **PROPRIETARY INFORMATION**

The College considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and, therefore; shall be subject to public disclosure. SAU Tech will disclose any portion of the proposal to the members of the evaluation team and other necessary staff prior to the contract award. The College retains the right to disclose the name of the successful applicant(s), the amount of the contract, and any information in the proposal that is pertinent to the selection of the Contractor.

## **CURRENT ARKANSAS USURY STATUS**

### Maximum Lawful Rates of Interest.

- (a) General Loans:
  - (i) The maximum lawful rate of interest on any contract entered into after the effective date hereof shall not exceed five percent (5%) per annum above the Federal Reserve Discount Rate at the time of the contract.
  - (ii) All such contracts having a rate of interest of excess of the maximum lawful rate shall be void as to the unpaid interest. A person who has paid interest in excess of the maximum lawful rate may recover, within the time provided by law, twice the amount of interest paid. It is unlawful for any person to knowingly charge a rate of interest in excess of the maximum lawful rate in effect at the time of the contract, and any person who does so shall be subject to such punishment as may be provided by law.
  
- (b) Consumer loans and Credit Sales: All contracts for consumer loans and credit sales having a greater rate of interest than seventeen percent (17%) per annum shall be void as to principal and interest and the General Assembly shall prohibit the same by law.
  
- (c) Definitions: As used herein, the term:
  - (i) "Consumer loans and credit sales" means credit extended to a natural person in which the money, property, or service which is the subject of the transaction is primarily for personal, family or household purposes.
  - (ii) "Federal Reserve Discount Rate" means the Federal Reserve Discount Rate on ninety-day commercial paper in effect in the Federal Reserve Bank in the Federal Reserve District in which Arkansas is located.
  
- (d) Miscellaneous:
  - (i) The rate of interest for contracts in which no rate of interest is agreed upon shall be six percent (6%) per annum.
  - (ii) The Provisions hereof are not intended and shall not be deemed to supersede or otherwise invalidate any provisions of federal law applicable to loans or interest rates including loans secured by residential real property.
  - (iii) The provisions hereof revoke all provisions of State law, which establish the maximum rate of, interest chargeable in the State or which are otherwise inconsistent herewith.

The apparent, responsive, responsible low bidder, by the signing of this IFB, agrees to reduce their offer, if necessary, in order to be within usury rate limitations at the time of contract finalization.

## **IRS TAX CERTIFICATION INFORMATION**

SAU Tech 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 (c) (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# is 71-0400038.

No other certification will be agreed to or stated by the College including, but not limited to, bank eligibility certificates.

## **PARTICIPATION OF PUBLIC DISTRIBUTION**

At the time of the signing of the Agreement, the Lessor shall certify that:

1. The Lessor is entering into the Agreement for its own account or intends to sell to an individual or an entity meeting the requirements of (3) and (4) below and who has no intention of redistribution;
2. The Lessor is entering into the Agreement for investment and not with the intent to resell or redistribute or intends to sell to an individual or entity meeting the requirements of (3) or (4) below;
3. The Lessor has knowledge and experience in financial and business matters that renders it capable of evaluating the merits and risks of investment in the Agreement and has received such information as it has deemed necessary to make such evaluation, and;
4. The Lessor is able to bear the economic risk of investment in the agreement.

SAU Tech has not prepared an official statement or other offering materials in connection with this Invitation to Bid and does not intend to prepare such materials. Neither Lessor nor Assignee of Lessor may undertake any public offering of the Agreement or an Acceptance Certificate or any interest or certificates therein.

## **MANDATORY REQUIREMENTS**

1. Bidder must include with his proposal a list of at least three (3) references with whom a financial transaction, similar to this project, has been conducted within the last 24-month period. This list should include the company name, address, telephone number and contact name.
2. An audited financial statement must accompany the bid proposal.
3. All sample contract documents as well as proposed terms and conditions must be submitted with bid. (See Special Terms & Conditions).
4. Equal Employment Opportunity Policy: In compliance with Arkansas Code Annotated § 19-11-104.
5. Employment of Illegal Immigrants: Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State.
6. Grant and Disclosure Forms EO-98-04 Governor's Executive Order: Bidders should complete the Disclosure Forms issued with this bid.

## **CONTRACTING AUTHORITY:**

Bidders should note the following in regard to the State's contracting authority.

A. The State of Arkansas may not contract with another party:

1. to lease any equipment for a period of time which continues past the end of a biennial period year unless a term of the contract allows cancellation by the State upon 30 days written notice.

A suggested term is set forth at C.2 below.

2. to pay any penalties or charges for late payment unless over 60 days past due, or any penalties or charges, which in fact are penalties for any reason.
3. to indemnify and defend that party for any liability and damage; however, the State may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's uses or possession (this is the only form of indemnification's to which the State can agree);
4. upon default, to pay all sums to become due under a contract;
5. to pay damages, legal expenses or other costs and expenses of any party;
6. to continue a contract once the equipment has been repossessed;
7. to conduct litigation in a place other than Ouachita County, Arkansas;
8. to agree to any provision of a contract, which violates the laws, or Constitution of the State of Arkansas.

B. A party wishing to contract with the State of Arkansas should:

1. 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 deinstallation;

The right to expenses of repair to return the equipment to normal working order, normal wear and tear expected;

The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas law.

2. Include in its contract that the laws of the State of Arkansas govern the contract;
3. When in a bidding situation, acknowledge in its contract that contracts become effective when awarded by the College.

C. The State of Arkansas may contract with another party:



1. to accept the risk of loss of the equipment and pay for destruction, loss or damage to the equipment while the State 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 State to carry insurance for such risk;
2. to agree to the following provision:

In the event the Legislature of the State of Arkansas does not appropriate funds for the equipment described in this Agreement, customer may, upon thirty (30) days written notice to vendor/lessor, cancel this Agreement as to that equipment for which no appropriations were made; or, in the event that there are no funded appropriations from which payment can be made for the equipment described in this Agreement; customer may, upon thirty (30) days written notice to vendor/lessor, cancel this Agreement as to that equipment for which there are no funded appropriations from which payment can be made for the equipment.

In the event the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause. However, SAU Tech may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period.

Any services or products as a result of the contract, accepted by SAU Tech, must be paid for but does not obligate SAU Tech to continue the contract beyond the end of a biennial period.

### **SPECIAL TERMS AND CONDITIONS**

1. This Invitation does not commit SAU Tech to pay any cost incurred in the preparation of bids. Further, SAU Tech reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency.
2. Bidders should include as part of their bid all of the provisions of this Invitation and furnish all information required. 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 are in conflict with the laws of the State of Arkansas, the laws of the State of Arkansas shall govern. Any Terms & Conditions submitted which are considered unacceptable to SAU Tech will require alteration. Failure of a bidder to comply with such alterations will be cause for rejection of the bid. Mandatory requirements/specifications as outlined in this IFB may not be altered. All agreements of any nature requiring execution by SAU Tech in order to complete the financial transaction must be submitted with bid.
3. The successful Lessor shall warrant and represent that it has good and merchantable title to the equipment or that it will acquire such title prior to the Commencement Date of the Agreement. Should Lessor fail to pay all or any part of the purchase price of the equipment, Lessee reserves the right to pay such deficiency and credit any amounts paid against rental payments due Lessor or any assignee of Lessor under the Agreement.
4. Notwithstanding any provisions of the Agreement to the contrary, if Lessor establishes an escrow account for acquisition of the equipment, funds shall not be disbursed from such account unless the Lessee has approved of each such disbursement in writing directed to the escrow agent.

**Southern Arkansas University Tech hereby invites bids on financing the equipment listed below:**

**SUPPLIER:** Next Step Innovation  
PO Box 12707  
Jackson, MS 39236

**EQUIPMENT:**

190	EA	Dell OptiPlex 9020 Mini Tower Computer System	<u>\$191,330.00</u>
		Total Amount to be Financed (does not include taxes)	\$191,330.00

**IMPORTANT NOTICE TO BIDDERS:**

**TERMINATION OF LEASED PROPERTY**

This lease will terminate at the end of the 3-year lease term; SAU Tech agrees to have the property de-installed, boxed and ready for pickup by Lessor at the end of lease term. SAU Tech agrees to have equipment in good condition as it was when received by SAU Tech, ordinary wear and tear accepted.

**DELIVERY**

Delivery/acceptance of the equipment is 2 weeks from order placement or earliest delivery date of vendor.

- **100% DUE TO NEXT STEP INNOVATIONS NET 30 DAYS FROM DELIVERY/ACCEPTANCE.**
- **SAU TECH REQUIRES FIRST LEASE PAYMENT TO BECOME DUE July 1, 2014.**

**NOTE TO BIDDERS:** ORIGINAL LEASE DOCUMENTS MUST BE INCLUDED WITH BIDDER'S RESPONSE OR MUST BE DELIVERED TO THE PURCHASING DEPARTMENT NO LATER THAN THREE (3) BUSINESS DAYS AFTER BID OPENING. FAILURE TO SUPPLY THE ORIGINAL LEASE DOCUMENTS SHALL RESULT IN REJECTION OF YOUR BID WITH AWARD BEING MADE TO THE NEXT LOWEST BIDDER COMPLYING WITH THIS REQUIREMENT.

**36-MONTH OPERATING LEASE - BIDDERS MUST OFFER FIRM RATE**

QUARTERLY LEASE PAYMENTS - FIXED RATE

\$\_\_\_\_\_ X 12 = \$\_\_\_\_\_

Rate Factor: \_\_\_\_\_

**OR**

MONTHLY LEASE PAYMENTS - FIXED RATE

\$\_\_\_\_\_ X 36 = \$\_\_\_\_\_

Rate Factor: \_\_\_\_\_

**SOUTHERN ARKANSAS UNIVERSITY TECH PURCHASING DEPARTMENT**  
PO BOX 3499  
CAMDEN, ARKANSAS 71711  
870-574-4523 PHONE  
870-574-4489 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal certify, *prior to the award of the contract*, that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:  
<https://www.ark.org/dfa/immigrant/index.php/user/login>.

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at 870-574-4523. Thank you.

Angela Fry  
Purchasing Agent

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**TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING *RESPONSE*:**

Please check the appropriate statement below:

We have certified on-line that we do not employ or contract with any illegal immigrants.

Date on-line certification completed: \_\_\_\_\_

We have NOT certified on-line at this time, and we understand that no contract can be awarded to our firm until we have done so.

***Reason for non-certification:*** \_\_\_\_\_

\_\_\_\_\_

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
*(printed or typed)*

Date: \_\_\_\_\_

2014

# ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

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

Submitting the EO Policy is a one-time requirement. The SAU TECH Purchasing Department will maintain copies of policies or written responses received from bidders.

**This is a mandatory requirement when submitting an offer as described above.**

Should you have any questions regarding this requirement, please contact the Purchasing Department by calling (870) 574-4523.

Sincerely,

Angela Fry  
Purchasing Agent  
Southern Arkansas University Tech

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**To be completed by business or person submitting response: (check appropriate box)**

- EO Policy Attached**
- EO Policy previously submitted to SAU Tech Purchasing**
- EO Policy is not available from business or person**

**Company Name or Individual:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_