

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

INVITATION FOR BID
SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|---------------------------------|--|----------------------|--------------|
| Bid Number: | SAUT/22_23/04 | Solicitation Issued: | Apr 25, 2023 |
| Description: | 36-month Computer Operating Lease | | |
| Agency: | Southern Arkansas University Tech (SAU Tech) | | |

| SUBMISSION DEADLINE | | | |
|---|--------------|-------------------|-------------|
| Bid Opening Date: | May 09, 2023 | Bid Opening Time: | 2:00 pm, CT |
| Deliver sealed bids for this Invitation for Bid to the SAU Tech Purchasing Office on or before the submission deadline. Bids received after the submission deadline will be rejected as untimely. | | | |

| DELIVERY OF RESPONSE DOCUMENTS | |
|--|---|
| Delivery Address and Bid Opening Location: | Southern Arkansas University Tech Purchasing Office 6251 Hussey Road, Camden, AR 71701 Delivery providers, USPS, UPS, and FedEx deliver mail to SAU Tech's street address on a schedule determined by each provider. These providers will deliver to SAU Tech based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. |
| Bid's Outer Packaging: | Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid Number • Date and time of bid opening • Prospective Contractor's name and return address |

| SAU TECH CONTACT INFORMATION | | | |
|-------------------------------------|------------------|---------------|---|
| SAUT Buyer | Angela Fry | Phone Number: | 870-574-4523 |
| Email Address: | afry@sautech.edu | SAUT Website: | https://www.sautech.edu/invitation-to-bid/ |

CHECKLIST FOR BIDDERS:

- Bid envelope properly marked with Bid Number, Date, and Hour of Bid Opening
- Response Signature Page, signed by authorized Individual
- Financial Statement
- List of 3 References
- Enclosed Sample Contracts of any nature requiring execution by SAU Tech
- Illegal Immigrant Statement
- EO Policy Statement
- Restriction of Boycott of Israel Statement
- Contract and Grant Disclosure Form

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 Southern Arkansas University Tech (SAU Tech), by the Purchasing Department to obtain pricing and a contract for a 36-month 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.***

Direct all questions, comments, or concerns to Angela Fry, SAU Tech, Telephone 870-574-4523, or e-mail afry@sautech.edu.

1.2 BID OPENING

The bid opening will be in the SAU Tech Purchasing Office at the date and time specified in page one of this solicitation 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 sixty (60) 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 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.

1.3 CLARIFICATION OF SOLICITATION

Submit any questions for clarification for information by email by 10:00am CT by May 4, 2023 to Angela Fry afry@sautech.edu. Non-substantive questions may be made at any time prior to bid opening.

Questions will be consolidated and answered by SAU Tech, emailed to prospective vendors and posted on the SAU Tech website by close of business May 4, 2023.

1.4 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. **SAU Tech requests the option to purchase a portion of the computers at the end of the lease.** Should the equipment supplier(s) reject the low bidder, justifications must be made in writing to the SAU Tech Purchasing Department prior to award. Bidders will be notified by email and the award will be posted on the SAU Tech website.

1.5 ANTICIPATION TO AWARD

Once an anticipated successful vendor has been determined, the anticipated award will be posted on the SAU Tech website for at least 3 days prior to the issuance of a contract. SAU Tech shall have the right to waive the policy of the Anticipation to Award when it is in the best interest of the college.

1.6 EQUIPMENT ACCEPTANCE

Prices quoted by supplier include delivery on-site.

SECTION 2 – GENERAL INFORMATION AND INSTRUCTIONS

2.1 NON-DISCRIMINATION

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

2.2 MINORITY BUSINESS POLICY

The State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services and construction. The state also encourages all companies to sub-contract portions and any state contract to minority business enterprises.

2.3 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.

2.4 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.

2.5 RESTRICTION OF BOYCOTT OF ISRAEL

Pursuant to 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.

2.6 CONTRACT DISCLOSURE OVER \$10,000 – GOVERNOR'S EXECUTIVE ORDER 98-04

No contract for commodities or services over \$10,000, and no discretionary grant greater than \$10,000 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.

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.

2.7 PROPRIETARY INFORMATION

SAU Tech 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. SAU Tech 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.

2.8 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 in 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.

2.9 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.

2.10 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.

3.0 MANDATORY REQUIREMENTS

1. Include list of at least three 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.
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. Restriction of Boycott of Israel Certification: In compliance with Arkansas Code Annotated §25-1-503
7. Grant and Disclosure Forms EO-98-04 Governor's Executive Order: Bidders should complete the Disclosure Forms issued with this bid.

4.0 CONTRACTING AUTHORITY:

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

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.

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.

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.

5.0 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 college.
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

Complete Computing, Inc.

EQUIPMENT

| | |
|---|------------------|
| 123 EA Dell OptiPlex 5000 Tower XCTO | \$113,652 |
| 123 EA Dell 22" Monitor P2222H | \$23,616 |
| 123 EA Dell Sound bar SB521A | \$4,920 |
| Total Amount to be Financed (does not include taxes) | \$142,188 |

IMPORTANT NOTICE TO BIDDERS:

TERMINATION OF LEASED PROPERTY

This lease will terminate at the end of the 3-year lease term.

SAU Tech requests the option to purchase a portion of the computers at the end of the lease.

SAU Tech agrees to have the residual property de-installed, with hard drive wiped clean, 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 June 1, 2023, or earliest delivery date of vendor.

- **100% DUE TO COMPLETE COMPUTING NET 30 DAYS FROM DELIVERY/ACCEPTANCE.**
- **SAU TECH REQUIRES FIRST LEASE PAYMENT TO BECOME DUE JULY 1, 2023.**

RESPONSE SIGNATURE PAGE

Type or print the following information

| RESPONDENT'S INFORMATION | | | |
|--------------------------|--|---|---|
| Company: | | | |
| Address: | | | |
| City/State/Zip Code | | | |
| Business Designation: | <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Public Service Corp |
| | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Non-Profit |
| Minority Designation: | <input type="checkbox"/> Not applicable | <input type="checkbox"/> African American | <input type="checkbox"/> Pac. Islander American |
| | <input type="checkbox"/> American Indian | <input type="checkbox"/> Asian American | <input type="checkbox"/> Serv. Disabled Veteran |
| | <input type="checkbox"/> Hispanic American | | |
| Women Owned Business: | <input type="checkbox"/> Yes | <input type="checkbox"/> Not Applicable | |

| VENDOR CONTACT INFORMATION | | | |
|---|--|--------------------|--|
| Provide contact information to be used for bid solicitation related matters | | | |
| Contact Person: | | Title: | |
| Phone: | | Alternative Phone: | |
| Email: | | | |

| CONFIRMATION OF REDACTED COPY |
|--|
| <input type="checkbox"/> YES, a redacted copy of submission is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is not enclosed. I understand a full copy of non-redacted submission documents will be released if requested. |
| <p>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA)</p> |

An official authorized to bind the vendor to a resultant contract must sign below.

The signature below signifies agreement that either of the following shall cause the vendor's response to be disqualified:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of the Bid Solicitation.

Authorized Signature _____ **Title** _____

Use ink only

Printed/Typed Name _____ **Date** _____

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: _____

Will computers be available for purchase by SAU Tech at the end of the lease?

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

SOUTHERN ARKANSAS UNIVERSITY TECH PURCHASING DEPARTMENT
PO BOX 3499
CAMDEN, ARKANSAS 71711
870-574-4523 PHONE
870-574-4520 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 contact the Purchasing Department by calling 870-574-4523 or by email at afry@sautech.edu.

Sincerely,

Angela Fry
Purchasing Agent

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: _____

Equal Opportunities Policy Disclaimer 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 or by email at afry@sautech.edu.

Sincerely,

Angela Fry
Purchasing Agent
Southern Arkansas University Tech

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: _____