

**PROJECT MANUAL  
INCLUDING SPECIFICATIONS  
FOR CONSTRUCTION**

**AFTA GROUNDS LIGHTING  
SAU Tech  
Camden, Arkansas**

**ARCHITECT PROJECT NO. 24094  
DATE: December 5, 2025**

**LEWIS  
ARCHITECTS  
ENGINEERS**



**ELLIOTT • MCMORRAN • VADEN  
RAGSDALE • WOODWARD • INCORPORATED  
501.223.9302 • FAX 501.223.9909 • [WWW.LEMVRW.COM](http://WWW.LEMVRW.COM)**

11225 HURON LANE • SUITE 104 • LITTLE ROCK, AR 72211

## TABLE OF CONTENTS

COVER PAGE  
TABLE OF CONTENTS  
NOTICE TO BIDDERS  
INSTRUCTION TO BIDDERS  
SAUT/25-26/04 IFB AFTA GROUNDS LIGHTING  
BID RESPONSE PACK SAUT/24-25/02  
BID FORM  
OFFICIAL BID PRICE SHEET  
CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM 2024  
SERVICES CONTRACT - SAMPLE  
REQUIRED AWARDED CONTRACT FORMS  
SAMPLE OF LIABILITY INSURANCE FORM  
LIEN WAIVER FORM  
GENERAL CONDITIONS  
SUPPLEMENTARY CONDITIONS  
DAVIS BACON CLAUSES  
PREVAILING WAGE RATES

### DIVISION ONE                      GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 31 19	Project Meetings
01 33 23	Shop Drawings, Product Data & Samples
01 50 00	Temporary Facilities and Controls
01 74 23	Final Cleaning
01 77 19	Contract Closeout
01 78 39	Project Record Documents

### DIVISION TWO              EXISTING CONDITIONS

Not Used

### DIVISION THREE      CONCRETE

03 31 00	Concrete
----------	----------

### DIVISION FOUR      MASONRY

Not Used

### DIVISION FIVE      METALS

Not Used

### DIVISION SIX              WOOD, PLASTICS AND COMPOSITES

Not Used

DIVISION SEVEN      THERMAL AND MOISTURE PROTECTION

Not Used

DIVISION EIGHT      OPENINGS

Not Used

DIVISION NINE      FINISHES

Not Used

DIVISION TEN      SPECIALTIES

Not Used

DIVISION ELEVEN      EQUIPMENT

Not Used

DIVISION TWELVE      FURNISHINGS

Not Used

DIVISION THIRTEEN SPECIAL CONSTRUCTION

Not Used

DIVISION FOURTEEN      CONVEYING EQUIPMENT

Not Used

DIVISION TWENTY ONE      FIRE SUPPRESSION

Not Used

DIVISION TWENTY TWO      PLUMBING

Not Used

DIVISION TWENTY THREE      HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

Not Used

DIVISION TWENTY FIVE      INTEGRATED AUTOMATION

Not Used

DIVISION TWENTY SIX      ELECTRICAL

26 05 00	Common Work Results for Electrical
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 33	Raceway and Boxes for Electrical Systems
26 05 53	Identification for Electrical Systems
26 28 16	Enclosed Switches and Circuit Breakers
26 56 00	Exterior Lighting

DIVISION TWENTY SEVEN   COMMUNICATIONS

Not Used

DIVISION TWENTY EIGHT   ELECTRONIC SAFETY AND SECURITY

Not Used

DIVISION THIRTY ONE      EARTHWORK

Not Used

DIVISION THIRTY TWO      EXTERIOR IMPROVEMENTS

32 92 19	Seeding
----------	---------

DIVISION THIRTY THREE   UTILITIES

Not Used

DIVISION THIRTY FOUR    TRANSPORTATION

Not Used

DIVISION THIRTY FIVE    WATERWAY AND MARINE CONSTRUCTION

Not Used

DIVISION FORTY            PROCESS INTERCONNECTIONS

Not Used

DIVISION FORTY ONE      MATERIAL PROCESSING AND HANDLING EQUIPMENT

Not Used

DIVISION FORTY TWO      PROCESS HEATING, COOLING AND DRYING EQUIPMENT

Not Used

DIVISION FORTY THREE	PROCESS GAS AND LIQUID HANDLING, PURIFICATION AND STORAGE EQUIPMENT
----------------------	---

Not Used

DIVISION FORTY FOUR	POLLUTION AND WASTE CONTROL EQUIPMENT
---------------------	---------------------------------------

Not Used

DIVISION FORTY FIVE	INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT
---------------------	---

Not Used

DIVISION FORTY SIX	WATER AND WASTEWATER EQUIPMENT
--------------------	--------------------------------

Not Used

DIVISION FORTY EIGHT	ELECTRICAL POWER GENERATION
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Not Used

END OF TABLE OF CONTENTS

## NOTICE TO BIDDERS

AFTA GROUNDS LIGHTING  
SAU TECH  
CAMDEN, ARKANSAS

Sealed proposals will be received on General Contract for AFTA GROUNDS LIGHTING, SAU TECH, CAMDEN, ARKANSAS. The Owner will receive sealed proposals until 1:00 p.m., December 18, 2025, at the Southern Arkansas University Tech Purchasing Office, 6251 Hussey Road, Camden, Arkansas, at which time they will be publicly read aloud. Any bids received after the stated time and opening date will be returned unopened.

The Proposed Contract Documents may be examined at the following locations:

Lewis, Elliott, McMorran, Vaden,  
Ragsdale & Woodward, Inc. (Architect)  
11225 Huron Lane, Suite 104  
Little Rock, AR 72211

SAU Tech website:

<https://www.sautech.edu/rocket-success-center/invitation-to-bid>

Dodge Construction Network (DCN)  
<http://Dodge.construction.com>

Construction Market Data, LLC  
[www.constructconnect.com](http://www.constructconnect.com)

Southern Reprographics, Inc.  
901 West 7<sup>th</sup> St.  
Little Rock, AR 72201

General Contractors may secure copies of the Proposed Contract Documents from the Architect on the following basis:

One set of the Project Manual, including Specifications, plus one set of Drawings upon payment of any costs of shipping and \$100 deposit. Deposit is completely refundable if all sets are returned to the Architect in good condition within five days after bid opening. General contractors who secure plans but do not submit legitimate bids shall forfeit their deposit.

Subcontractors and material suppliers may obtain additional copies of the Project Manual, including Specifications, plus additional sets of prints of the Drawings, upon payment of \$100 per set, nonrefundable.

No partial sets will be issued.

All bidders must be licensed in the State of Arkansas, as provided by Act 142 of 1967, amended by Act 293 of 1969, and Act 397 of 1971, and Act 546 of 1971, as enacted by the General Assembly of the State of Arkansas.

Bid proposals must be accompanied by a bidder's bond or cashier's check in the amount of five percent (5%) of the bid, made payable to the SAU Tech, Camden, Arkansas.

The successful bidder will be required to furnish satisfactory performance and payment bond using AIA Document A312.

The Owner reserves the right to waive any informality, or to reject any or all bids.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of the bids, without written consent of the Owner.

SAU Tech  
Dr. Jerry Thomas, Chancellor  
6415 Spellman Road  
Camden, AR 71701

Lewis, Elliott, McMorran, Vaden,  
Ragsdale & Woodward, Inc.  
11225 Huron Lane, Suite 104  
Little Rock, AR 72211  
Telephone: (501) 223-9302

END OF NOTICE TO BIDDERS

## INSTRUCTION TO BIDDERS

### 1. Securing Documents:

Copies of the proposed Contract documents are on file at the office of the Architect:

Lewis, Elliott, McMorran, Vaden,  
Ragsdale & Woodward, Inc.  
11225 Huron Lane, Suite 104  
Little Rock, AR 72211

### 2. Definitions:

a. All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, are applicable to these Instructions to Bidders.

### 3. Examination of Drawings, Specifications, and Site of Work:

a. Before submitting a bid, each bidder shall carefully examine the Drawings, read the Specifications and all other proposed Contract Documents, and visit the site of the Work. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work is to be performed, and he shall include in his bid a sum to cover all costs of all items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

b. Should the bidder find discrepancies in, or omissions from the drawings, or other bidding documents, or should he be in doubt as to their meaning, he should at once, notify the Architect, who will send a written addendum to all bidders. Neither the Owner nor the Architect will be responsible for any oral instructions. Any addenda issued during the time of bidding are to be covered in the proposal and in closing a contract, they will become a part thereof.

### 4. Substitutions:

a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.

b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Architect.

c. The materials, products and equipment described in the Bidding documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.



d. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product; line number to line number in specifications. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

e. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

f. No substitutions will be considered after the Contract award unless specifically provided in the Contract documents.

g. No substitution shall be made unless authorized in writing, by the Architect.

h. All bidders shall base their proposals on the material or specialty specified. Any proposal for substitution shall be submitted within 30 days after the award of the contract.

i. Should a substitution be accepted and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.

5. Bid Bond:

a. Proposals must be accompanied by a Bidder's Bond in an amount equal to 5% of Bid, executed by a surety company approved by the Owner, and authorized to do business in the State of Arkansas. The Bidder may furnish a cashiers check, in an amount equal to 5% of Bid, drawn on National Bank or a Bank having a membership in the Federal Reserve System and signed by the President or Cashier, in lieu of bond. The successful bidder's security will be retained until he has signed the Contract and furnished the required Labor and Materials Payment and Performance Bond. The Owner reserves the right to retain the security of the next lowest bidder until the lowest bidder enters into contract or until 60 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a contract, the Owner will retain his bid security as liquidated damages but not as a penalty.

END OF SECTION



# SOUTHERN ARKANSAS UNIVERSITY TECH

## PROCUREMENT OFFICE

P.O. BOX 3499

Camden, Arkansas 71711

## INVITATION FOR BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	SAUT/25-26/04	Solicitation Issued:	December 8, 2025
Description:	SAU Tech's AFTA Grounds Lighting		
Division/Agency:	Southern Arkansas University Tech		

BID DUE DATE			
Bid Response Due Date:	December 18, 2025	Time:	1:00 p.m., Central Time
Bid responses for this Invitation for Bid <b>must</b> be delivered to the SAU Tech on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p><b>Southern Arkansas University Tech</b> <b>Procurement Office</b> <b>Manning Hall, Room 110</b> <b>6251 Hussey Road</b> <b>Camden, Arkansas 71701</b></p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p> <p><b>Emailed and faxed responses to this bid will not be accepted.</b></p>
Bid's Outer Packaging	<p>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.</p> <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Keisha Robinson	Buyer's Direct Phone Number:	870-574-4515
Email Address:	<a href="mailto:krobinso@sautech.edu">krobinso@sautech.edu</a>	Department's Main Number:	870-574-4515
Department Website:	<a href="https://www.sautech.edu/rocket-success-center/invitation-to-bid">https://www.sautech.edu/rocket-success-center/invitation-to-bid</a>		

# SECTION 1 – INFORMATION AND INSTRUCTIONS

## 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by Southern Arkansas University Tech (SAU Tech), by the Purchasing Department to obtain pricing for SAU Tech's Arkansas AFTA Grounds Lighting

Direct all questions, comments, or concerns to Keisha Robinson, SAU Tech, Telephone 870-574-4515, or e-mail [krubinso@sautech.edu](mailto:krubinso@sautech.edu) and Austin Ply, Lewis Architects Engineers, Telephone 501-223-9302, or email [aply@lemvrw.com](mailto:aply@lemvrw.com).

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

## 1.2 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is January 05, 2026, except that the actual contract start date may be adjusted unilaterally by SAU Tech for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for three (3) months. Upon mutual agreement by the Contractor and Department, the contract may be renewed by SAU Tech for up to one (1) additional month terms or portions thereof, not to exceed a total aggregate contract term of one (1) year.

## 1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Shall" and "must" mean the imperative and are used to identify Requirements and Specifications.
- F. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. "State" means SAU Tech of Arkansas. When the term "State" is used herein to reference any obligation of SAU Tech under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.
- H. "SAU Tech" stands for Southern Arkansas University Tech.

## 1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost/Estimated Total Cost, etc. of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. SAU Tech reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the solicitation). When it is determined by SAU Tech that pricing is potentially unrealistic or unreasonable, SAU Tech may request an offeror to clarify elements of

pricing, and the offeror may be removed from consideration for a solicitation, at the sole discretion of SAU Tech.

- C. If SAU Tech so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
  - 1. All bids received from responsive and responsible bidders exceed available funding; or
  - 2. It appears that additional savings to SAU Tech may result from negotiation.
- D. If negotiations fail to result in a contract, SAU Tech may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
  - 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time SAU Tech determines negotiations are no longer in the best interest of SAU Tech.
  - 2. Negotiations are conducted at the sole discretion of SAU Tech.
- E. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting website at <https://www.sautech.edu/rocket-success-center/invitation-to-bid> , generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- F. A contract is not effective prior to final award being made by SAU Tech; some contracts may be subject to Legislative review prior to final award.

#### **1.5 CLARIFICATION OF SOLICITATION**

- A. Submit questions regarding this Solicitation via email Keisha Robinson at [krobinso@sautech.edu](mailto:krobinso@sautech.edu) and Austin Ply at [aply@lemvrvw.com](mailto:aply@lemvrvw.com) by midnight, Central Time on or before Thursday, December 11, 2025.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 2. Prospective Contractors' written questions will be consolidated and answered by SAU Tech as deemed appropriate. SAU Tech's consolidated written response is anticipated to be posted to the Solicitation posting website at <https://www.sautech.edu/rocket-success-center/invitation-to-bid> by the close of business on Monday, December 15, 2025. If Prospective Contractor questions are unclear or non-substantive in nature, SAU Tech may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.

## 1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
  2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
    - a. Signed *Bid Signature Page*; signature may be ink or digital.
    - b. Completed *Bid Response Packet*, which **must** be in English.
    - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
      - i. Pricing **must** be proposed in U.S. dollars and cents.
      - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
        - SAU Tech may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
      - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
      - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or **shall not** be subject to escalation.
        - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. SAU Tech has the right to approve or deny any request for a price adjustment.
      - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
      - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
    - d. Copy of Prospective Contractor's *Equal Opportunity Policy*
      - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
    - e. *Proposed Subcontractors Form* (see SRV-1 or Standard Commodities Contract, section 14)
  3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
    - a. *EO 98-04 Contract & Grant Disclosure Form* (see SRV-1 or Standard Commodities Contract, section 11)
    - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable

4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by SAU Tech.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

## **SECTION 2 – SPECIFICATIONS AND REQUIREMENTS**

### **2.1 SPECIFICATIONS – Attached.**

## **SECTION 3 – SOLICITATION TERMS AND CONDITIONS**

### **3.1. ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor's past performance with SAU Tech may be used to determine if the Prospective Contractor is responsible (19-CAR § 1-401).
  1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to SAU Tech for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
  1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
  2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

### **3.2. GENERAL TERMS AND CONDITIONS**

- A. The Contractor **must** be registered as a vendor to receive payment. New vendor paperwork will be emailed to the contractor to complete.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
  1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.

2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
  3. SAU Tech will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with SAU Tech or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).
- E. The Contractor **shall** invoice SAU Tech as required by the Department and should not invoice SAU Tech in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
  3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- F. The Contractor should be able to accept SAU Tech's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against SAU Tech when accepting the p-card as a form of payment.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (a sample copy found in the specifications).
1. The contract template is attached to the Solicitation as a sample for your information only.
  2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by SAU Tech during negotiations.

- J. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of SAU Tech that apply to the Contractor's performance under a resulting contract.

### **3.3. PROPRIETARY INFORMATION**

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of SAU Tech and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in SAU Tech competitive sealed bidding, SAU Tech may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If SAU Tech deems redacted information to be subject to a public record request under FOIA, SAU Tech will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. SAU Tech has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.