



**Invitation For Bid (IFB)
IFB No. 07062023**

Sale of SEFOR Property, West Fork, AR

BID RELEASE DATE: July 6, 2023

BID DUE DATE: August 8, 2023

BID DUE TIME: 2:30 PM CST*

BID OPENING EVENT: 2:30 PM CST

SITE VISIT: July 26, 2023 – 10:00 AM CST

SUBMIT ALL BIDS TO: By USPS:

University of Arkansas – Business Services
UPTW Room 101
1 University of Arkansas
Fayetteville, AR 72701

By FedEx, UPS or another private carrier to Physical Location:

University of Arkansas – Business Services
UPTW Room 101
1001 East Sain Street
Fayetteville, AR 72703

Signature Required For Response

Respondent complies with all articles of the Standard Terms and Conditions documents as counterpart to this IFB document, and with all articles within the IFB document. If Respondent receives the University's Notice of Award, Respondent agrees to purchase the property listed herein at the prices and/or under the conditions as indicated in the IFB.

Name:	
Mailing Address:	
City, State, Zip:	
Telephone:	
Email:	

Authorized Signature: _____

Date: _____

Typed/Printed Name of Signor: _____ **Title:** _____

***Under no circumstances will late bids be accepted. Failure to deliver by overnight carriers or other such methods shall not be taken into consideration. Bids MUST arrive and be time-stamped by the Procurement Office, located at:**

University of Arkansas – Business Services
UPTW Room 101
1001 East Sain Street
Fayetteville, AR 72703

prior to the due date/time specified in the IFB. RESPONDENT NAME, RFP NUMBER, AND PROPOSAL DUE DATE MUST BE CLEARLY NOTED ON OUTSIDE OF PACKAGE IN ORDER FOR BID TO BE ACCEPTED.

If planning to attend a bid opening event, please arrive in the building lobby prior to 2:30pm CST.

In the event the University is closed to the public during a scheduled bid opening event, virtual access will be provided. Information on joining a virtual bid opening will be posted on [HogBid](#) prior to the bid opening date.

General Campus Background for University of Arkansas

Founded in 1871 as a land-grant institution, the University of Arkansas, Fayetteville Arkansas (UofA), is the flagship campus of the University of Arkansas System. Our students represent all 50 states and more than 120 countries. The UofA comprises 10 colleges and schools offering an internationally competitive education for undergraduate and graduate students in more than 240 academic programs. The UofA contributes new knowledge, economic development, basic and applied research, and creative activity while also providing service to academic and professional disciplines. As of Fall 2022, student enrollment totaled approximately 30,936. The faculty count totaled 1,490 and the staff count totaled 3,350. The UofA is one of the nation's top public research universities and the state's foremost partner and resource for education and economic development. Its public service activities reach every county in Arkansas, throughout the nation, and around the world. The Carnegie Foundation classifies the UofA among only 3 percent (3%) of universities in America that have the highest level of research activity.

1. Property DESCRIPTION

The Board of Trustees of the University of Arkansas, acting for and on behalf of the University of Arkansas, located in Fayetteville, Arkansas (UA) is seeking competitive bid proposals from qualified and reputable Respondents to purchase the real property described below pursuant to the specifications, terms and conditions stated in this IFB ("Bid(s)").

General Description: Approximately 620 acres of mostly wooded and rural land with intermittent areas of open spaces. The property has frontage along State Highway 265 which bisects the property. Timber on the property could provide a source of revenue in the future. The property has some buildings that have little to no value.

Address: 12743 West Highway 265
West Fork, Arkansas (Washington County)

Owner: University of Arkansas Board of Trustees

Legal Description:

A parcel of land situated in Sections 3 and 4, Township 13 North and Section 33, Township 14 North, all being in Range 31 West of the 5th Principal Meridian and in Washington County, Arkansas, and being more particularly described as follows: Beginning at the Northeast corner of the fractional Northwest quarter of Section 3, Township 13 North, thence South 1° 19' East 4810.1 feet to the Southeast corner of the Southwest quarter, Section 3, thence North 89° 32' West 5291.0 feet to the Southwest corner of the South-east quarter of Section 4, thence North 10° 11' West 1320.0 feet to Northwest corner of the Southwest quarter of the Southeast quarter of Section 4, thence South 89° 32' East 552.75 feet, thence North 1° 11' West 362.0 feet to the center of Strawberry Branch, thence with said branch across Fall Creek North 44° 41' West 484.4 feet, thence North 1° 11' West 608.7 feet to the North line of the Northwest quarter of the Southeast quarter and the South line of the West Fork Road, thence North 89° 32' West along said lines 278.0 feet across the West Fork Road to its North line, thence South 59° 00' West 284.0 feet along the North line of said road to the center of a hollow, thence Northwesterly along the meanders of said hollow, as follows: North 16° 00' West 252.9 feet, thence North 13° 00' West 345.2 feet, thence North 27° 00' East 61.8 feet, thence North 20° 30' West 230.4 feet, thence North 39° 12' West 162.7 feet, thence North 6° 12' West 392.7 feet, thence North 22° 12' West 102.0 feet to the intersection of said hollow with the North line of the Southeast quarter of the Northwest quarter of Section 4, thence along said North line South 89° 32' East 648.1 feet to the Southwest corner of the fractional Northwest quarter of the Northeast quarter of Section 4, thence North 1° 11' West 771.5 feet to the Northwest corner of the fractional Northwest quarter of the Northeast quarter of Section 4, the same being on the North line of Section 4 and the township line between Township 13 North and Township 14 North, thence along said section line or township line West 44.4 feet to the Southwest corner of the Southwest quarter of the Southwest quarter of Section 33, Township 14 North, thence North 1320.0 feet to the Northwest corner of the Southwest quarter of the Southwest quarter of Section 33, thence East 1320.0 feet to the Northeast corner of said 40 acre tract, thence South 1320.0 feet to the Southeast corner of said 40 acre tract, thence East along the township line 3992.3 feet to the place of beginning, and containing 619.7 acres, more or less.

In accordance with Ark. Code Ann. § 22-6-113, upon conveyance, the University will retain ownership of a one-half interest in and to all oil, gas, and other mineral rights in and to the property.

2. DISTRIBUTING ORGANIZATION

This IFB is issued by the Office of Business Affairs at UA. The University Purchasing Official is the sole point of contact during this process. Only written communication is considered formal and can be supported throughout this process.

Respondent Questions and Addenda: Respondent questions concerning all matters of this IFB should be sent via email to:

Ellen Ferguson, Director of Contracts/Strategic Sourcing/Fleet
Business Services
ellenf@uark.edu

Questions received via email will be directly addressed via email, and compilation of *all* questions and answers (Q&A), as well as any revision, update and/or addenda specific to this IFB solicitation will be made available on HogBid, the UA bid solicitation website: <http://hogbid/>. During the time between the bid opening and contract award(s), with the exception of Bidder's questions during this process, any contact concerning this IFB will be initiated by the issuing agency and not Bidder. Specifically, the persons named herein will initiate all contact, unless designated otherwise.

3. INSTRUCTIONS TO BIDDERS/OPTIONAL SITE VISIT

Respondents must comply with all articles of the Standard Terms and Conditions documents posted on our Hogbid website as counterpart to the IFB document, and any associated appendices, as well as all articles within the IFB document. UA is not responsible for any misinterpretation or misunderstanding of these instructions on the part of the Respondents.

Site Visit

A site visit will be held on the date and time as specified on the cover sheet of this IFB document. The purpose of the visit will be to take a tour of the property and to provide a forum for bidders to obtain clarification about the IFB prior to finalizing their bids. Respondents are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any Respondent to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute ground for any claim or demand for adjustment or withdrawal of a bid.

Questions should be submitted to the contact listed below in advance of the scheduled visit for preparation purposes to make the best use of time during discussion.

To participate in the site visit, provide contact information to Ellen Ferguson, ellenf@uark.edu no later than 3:00 PM CST, July 25, 2023.

Scheduling of an alternate site visit date may be considered by UA on a case-by-case basis. Respondents that are unable to attend the July 26, 2023 site visit may request an alternative site visit, which UA at its sole discretion may grant or deny. To request an alternate site visit, contact Ellen Ferguson, ellenf@uark.edu.

Unless otherwise noted, Bids will be publicly opened in the Purchasing Office, **located at UPTW Room 101, 1001 East Sain St., Fayetteville, AR 72703**, at the date and time as listed on the coversheet of this IFB (bid opening event). All bids must be submitted in a sealed envelope with the Bid Number clearly visible on the OUTSIDE of the envelope/package. No responsibility will be attached to any person for the premature opening of a Proposal not properly identified.

REQUIRED

Respondents must submit one (1) signed original (hard copy) and one (1) soft copy of their Proposal (i.e. USB Flash drive). USB must match hard copy completely.

As part of the proposal, Respondents must submit documentation providing proof that sufficient funds are available to them to completely fulfill the terms of their offer.

USB must be labeled with the Respondent's name and the Bid Number, readable by UA, with the documents in Microsoft Windows versions of Microsoft Word, Microsoft Excel, Microsoft Visio, Microsoft PowerPoint, or Adobe PDF formats; other formats are acceptable as long as that format's viewer is also included or a pointer is provided for downloading it from the Internet. **Proposals must be received at the following location prior to the time and date specified within the timeline this IFB:**

**University of Arkansas - Business Services
UPTW Room 101
1001 East Sain Street
Fayetteville, Arkansas 72703**

For a Bid to be considered, an official authorized to bind the Respondent to a resultant Contract must include signature in the blank provided on the IFB cover sheet. Failure to sign the Bid as required will eliminate it from consideration.

All bids are irrevocable for sixty (60) days. UA reserves the right to reject any or all bids.

Contract(s) will be awarded to the Respondent(s) whose Proposal adheres to the conditions set forth in the IFB, and in the sole judgment of UA, best meets the overall goals and financial objectives of UA. A resultant Contract will not be assignable without prior written consent of both parties.

4. **DISCUSSIONS AND NEGOTIATIONS**

Before awarding the Contract, UA reserves the right to negotiate the terms, conditions, and deliverables of the Contract with the Respondents that, in the opinion of UA, are within the competitive range. After the negotiations, UA may request an official “Best and Final Offer” from bid Respondents if it deems such an approach is in the best interest of the institution. In general, the “Best and Final Offer” will consist of an updated Bid in addition to an opportunity for the Respondent to submit clarification response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UA. If the UA chooses to invoke a “Best and Final Offer” option, all responses will be re-evaluated by incorporating the information as requested in the official “Best and Final Offer” document, including purchase price and answers to specific questions presented in the document. The specific format for the official “Best and Final Offer” request will be determined during evaluation discussions. The official request for a “Best and Final Offer” will be issued by the UA Procurement Department.

5. **TERMS AND CONDITIONS OF SALE**

Condition of Property – The property is offered for sale “AS IS” and “WHERE IS” without representation or warrant, expressed or implied. The Respondent, and Respondent’s successors and assigns further acknowledges that UA makes no representations or warrant concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property. Respondent shall rely solely on its own due diligence and examination of the Property. Respondent acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Respondent.

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded.

Contract – Upon acceptance of a bid, a formal Contract of Sale (“Contract”) will be executed between the successful Respondent and UA within seven business days. No oral statements or representations made by, or for, or on behalf of either party shall be part of such Contract.

The Contract will be subject to approval by the Board of Trustees of the University of Arkansas. The full balance of the purchase price is payable at closing. The tentative closing date will be within thirty (30) days of Board approval.

Risk of Loss – As of the date of conveyance, the Respondent shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership.

Taxes, Assessments, and Other Costs – As of the date of conveyance, the Respondent shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property.

Title Insurance – Any Respondent, at its sole cost and expense, may procure any title evidence that said Respondent desires. UA will not pay for or provide title insurance.

Title – If a bid for the purchase of the property is accepted, a quitclaim deed will convey UA’s interest.

6. **RESPONDENT’S RESPONSIBILITY TO READ IFB**

It is the Respondent's responsibility to thoroughly examine and read the entire IFB document, including any and all appendices.

Bids not fully compliant with all sections of the IFB may be deemed non-responsive and may not be evaluated. However, UA reserves the right to waive any formality or irregularity in any bid if deemed to be in the best interest of UA. In addition, UA reserves the right to reject any or all bids.

If language in this IFB differs from other language in the UA Standard Terms and Conditions or other standard forms, the language in this IFB shall govern.

7. GOVERNING LAW

This IFB, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) and UA shall be governed and construed in all aspects in accordance with the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either party). The parties agree that the State of Arkansas shall be the sole and exclusive venue and jurisdiction for any litigation or proceeding that may arise out of or in connection with this IFB or any Contract with UA. The parties waive any objection to the laying of jurisdiction and venue of any claim, action, suit or proceeding arising out of the Contract or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding has been brought in an inconvenient forum. Nothing contained herein shall be deemed or construed as a waiver of any immunities to suit available to UA or its trustees, officials, employees and representatives. In no event shall UA or any of its current and former trustees, officials, representatives and employees (in their official or individual capacities) be liable to Respondent(s) for special, indirect, punitive, or consequential damages, attorneys' fees or costs or any damages constituting lost profits or lost business opportunities.

8. DISPUTES

Contractor and UA agree that they will attempt to resolve any disputes in good faith. The Respondent acknowledges, understands and agrees that any claims, demands, suits, or actions for damages against UA may only be initiated and pursued in the Arkansas Claims Commission, if at all. Under no circumstances does UA agree to binding mediation or arbitration of any disputes or to the payment of attorney fees, court costs or litigation expenses.

9. TIME IS OF THE ESSENCE

Respondent and UA agree that time is of the essence in all respects concerning this IFB and any Contract and performance therein.

10. INDEMNIFICATION

The successful Respondent shall indemnify, defend, and hold harmless University, its trustees, officers, directors, employees, agents and volunteers from and against any and all losses, costs, expenses, damages, and liabilities resulting from or relating to: (a) any breach by Respondent or Respondent's members, officers, employees, subcontractors, vendors, and agents of any representation, warranty, or other provision of this IFB, any resulting Contract or any document delivered by Respondent in connection with this IFB; (b) any damage to property or bodily injury, including, but not limited to illness, paralyzation, dismemberment and death, arising from or relating to the Property to Respondent, its officers, employees, agents, volunteers, customers, subcontractors or guests under this IFB or any resulting Contract; (c) any use of or damage to UA property and any defect in any building and improvement thereon, including, but not limited to, any damage to any parking lots arising from or relating to any permitted uses under this IFB or any resulting Contract; (d) any act or omission of Respondent or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees; and (e) any violation by Respondent of any state, federal or local laws.

The obligation to indemnify UA shall include, but shall not be limited to, the obligation to pay any and all losses, costs, expenses, attorneys' fees, damages, and liabilities incurred, as well as any attorneys' fees and court costs (including, but not limited to, any appellate or appellate-related proceedings). At no cost or expense to UA, UA's in-house counsel may participate in any proceedings. The indemnification obligations under this IFB or any resulting Contract shall survive the expiration or termination of such IFB or resulting Contract.

11. ADDITIONAL REDACTED COPY REQUIRED

Proprietary information submitted in response to this IFB will be processed in accordance with applicable State of Arkansas procurement law. Documents pertaining to the IFB become the property of UA and shall be open to public inspection **after** a notice of intent to award is formally announced.

It is the responsibility of the Respondent to identify all proprietary information included in their bid Proposal. The Respondent shall submit one (1) separate electronic copy of the Proposal from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a flash drive, preferably in a PDF format. Except for the redacted information, the redacted copy must be identical to the original hard copy submitted for the bid Proposal to be considered. The Respondent is responsible for ensuring the redacted copy on flash drive is protected against restoration of redacted data. The redacted copy may be open to public inspection under the Freedom of Information Act ("FOIA") without further notice to the Respondent **after** a notice of intent to award is formally announced. If during a subsequent review process the University determines that specific information redacted by the respondent is subject to disclosure under FOIA, the Respondent will be contacted prior to release of the information.

12. PROHIBITION AGAINST BOYCOTTING ISRAEL

In accordance with Ark. Code Ann. § 25-1-503, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of Israel; and (b) agrees for the duration of any Contract not to engage in any boycott of Israel. A breach of this certification will be considered a material breach of contract. In the event that Respondent breaches this certification, UA may immediately terminate any Contract without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

**OFFICIAL BID SHEET FOR THE PURCHASE
OF THE "SEFOR" PROPERTY**

BID NAME: Sale of SEFOR Property

BID NUMBER: 07062023

BID DUE DATE/TIME: August 8, 2023, 2:30 PM CST

NOTE: Bids must be submitted on this official bid sheet to be considered.

Bidder offers to buy, subject to the terms set forth herein, the property located at 12743 Highway 265, West Fork, Washington County, Arkansas (per full Legal Description in Section 1 of this IFB document).

Offer – Bidder agrees to provide the owner the following:

_____ \$ _____

Conveyance: Conveyance shall be made to Buyer, or as directed, by quitclaim deed.

Inspection and Repairs: Buyer certifies that Buyer has inspected the property, or has had the opportunity to inspect the property and chose not to, and is not relying upon any warranties, representations or statements of the Seller as to condition of the property.

Risk of Loss: The risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.

The Buyer agrees that the property described above is sold as-is.

Abstract of Title Insurance: Any costs for an Owner's Policy of Title Insurance will be at the Buyer's expense. Buyer and Seller shall share equally the closing agent's fee.

Filing of the Quitclaim Deed: Buyer is to pay the recording fee for the quitclaim deed.

Signature

Printed Name

Address

Email

Telephone