Invitation For Bid (IFB)
IFB No. 04082026

Manufacturing Execution System (MES)

BID RELEASE DATE: **April 08, 2026**

BID DUE DATE: **April 29, 2026***
BID DUE TIME: **2:30 PM CST***
BID OPENING EVENT: **2:30 PM CST**

SUBMIT ALL BIDS VIA: **UA Formal Bid Submission**
(NOTE: Take care to choose the CORRECT BID NUMBER from the dropdown menu.)

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 purchase order, Respondent agrees to furnish the items and/or services listed herein at the prices and/or under the conditions as indicated in the IFB.

Vendor 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.**

Bid opening event will be conducted at the date and time specified via Microsoft Teams. Notice of bid opening event will be posted on HogBid once the Teams meeting is set up.

INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS:

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit, including any University of Arkansas System campus or unit, may participate in any contract resulting from this solicitation with a participating addendum signed by the contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

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 270 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 2025, student enrollment totaled approximately 34,175. 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. INTRODUCTION / DESCRIPTION

Our research and development in semiconductors includes a vertically integrated program in power electronics known as the University of Arkansas Power Group (UAPG) that spans materials research, device fabrication, advanced packaging, and testing. We recently commissioned the Multi-User Silicon Carbide Research and Fabrication Facility (MUSiC) for power electronics, a new 6" SiC fabrication facility that will be an American first and will play an essential role in unleashing low-risk innovation in power devices, integrated circuits, and sensor prototyping for research, industry, and federal organizations.

2. OVERVIEW / SCOPE OF WORK

The UAPG and MUSiC are soliciting bids for a Manufacturing Execution System (MES). Please provide description, details, and cost impact for the following high-level aspects of your proposed product or product suite.

1.0 Implementation Overview
2.0 Development, Functionality & Training
  2.1 General & Reporting
  2.2 Raw Material, WIP & Process Tracking
  2.3 Quality Management
  2.4 Equipment Management
  2.5 Revision Control
  2.6 Remote Training
  2.7 Changes or Additions to Scope
  2.8 Customizations
3.0 License, Pricing and Commencement of Work
  3.1 MES Implementation Fee
  3.2 MES Subscription Service
  3.3 Optional Projects / Add-on Software & Services
    3.3.1 Customer Portal to provide limited WIP status information for external users/organizations (functionality to be determined by Client). This would enable self-service discovery for general Route progression, due date expectation and key metrology data.
    3.3.2 Education Portal to provide controlled MES process flow scenarios for student users (functionality to be determined by Client).
4.0 Payment Terms and Invoicing; Suspension; Acceptance; Cancellation
5.0 Data Integrity and Location
6.0 Export control and cybersecurity considerations: answers should include both on-prem and cloud-based solutions.
  6.1 Ability to comply with the International Traffic in Arms Regulation (ITAR; 22 CFR 120-130) and the Department of Commerce Export Administration Regulation (EAR; 15 CFR 730-774).
  6.2 Ability to comply with Cybersecurity Maturity Model Certification (CMMC) Level 3 (32 CFR part 170), covering the controls listed in NIST SP 800-171 revision 3 and NIST SP 800-172.
7.0 Service Level Agreement
8.0 Term and Termination
9.0 Liability and Disclaimers and Limitations of Liability

3. 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:

Ed Beadles, Procurement Manager
Business Services
ebeadles@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.

Bidders shall not rely on any other interpretations, changes, or corrections. It is Respondent's responsibility to thoroughly examine and read the entire IFB document and any Q&A or addenda to this IFB. Failure of Bidders to fully acquaint themselves with existing conditions or information provided will not be a basis for requesting extra compensation after the award of a Contract.

4. INSTRUCTIONS TO BIDDERS/RESPONDENTS

- 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.

- Unless otherwise noted, Bids will be publicly opened in a virtual event at the specified date and time. All bids must be submitted per instructions found on the Formal Bid Solicitations Form at https://forms.uark.edu/xfp/form/906.

- **REQUIRED**
  Respondents must submit one SIGNED digital copy. If submitting a redacted copy, see Section 33 of this IFB document.
- 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 official documents, including responses to this IFB, shall be included as part of any resultant Contract.

- The UA Procurement Official reserves the right to award a contract or reject a bid response for any or all line items of a bid received as a result of this IFB, if it is in the best interest of UA to do so. Bids may be rejected for one or more reasons not limited to the following:

    - Failure of the Respondent to submit the bid response as required in this IFB on or before the deadline established by UA.
    - Failure of the Respondent to respond to a requirement for oral/written clarification, presentation, or demonstration in the Proposal.
    - Failure to provide the bid security or performance security if required.
    - Failure to supply Respondent references if required.

- Failure to sign an Official Bid Proposal Document.
- Failure to complete the Official Bid Price Sheet.
- Any wording by the Respondent in their Proposal or any response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in this IFB.

- If the Respondent submits standard terms and conditions with the bid, and if any section of those terms is in conflict with the laws of the State of Arkansas, the State laws shall govern. Standard terms and conditions submitted may need to be altered to adequately reflect all the conditions of this IFB, the Respondent's Proposals and Arkansas State law.

- *According to Ark. Code Ann. § 4-27-1501 and OSP Rule R4:19-11-217,* A foreign corporation may not transact business in Arkansas until it obtains a certificate of authority from the Secretary of State.

- The University may make any decision or take any action that it, in its sole discretion, deems appropriate in order to comply with Act 1020 of 2021, the Transparency in Foreign Investment Act (Ark. Code Ann. § 6-60-1201 *et seq.*).

5. AWARD RESPONSIBILITY

The UA Procurement Official will be responsible for award and administration of any resulting contract(s). UA reserves the right to reject any or all bids, or any portion thereof, to re-advertise if deemed necessary, and to investigate any or all bids and request additional information as necessary in order to substantiate the professional, financial and/or technical qualifications of the respondent(s).

Contract(s) will be awarded to the respondent(s) whose proposal(s) 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.

6. BID EVALUATION

Award will be made on a per item an all or none basis, whichever is in the best interest of the University of Arkansas. All bids must meet or exceed minimum specifications and will be evaluated based solely on price and/or discount as specified on the Official Bid Price Sheet. The University of Arkansas reserves the right to withdraw the IFB and to not make a final award if it is in the best interests of the University to do so. Bids not meeting the requirements specified in this IFB or received after the bid opening date and time will be rejected and removed from further consideration.

7. BEST AND FINAL OFFER

UA reserves the right to request an official "Best and Final Offer" (BAFO) 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 cost proposal 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 costs 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.

8. CONTRACT TERM AND TERMINATION

The term ("Term") of any resulting Contract will begin upon date of Contract award. If mutually agreed upon in writing by the Contractor and UA, the term shall be for an initial period of four (4) years, with option to renew at the end of the contract term for three (3) additional years, for a combined total of seven (7) years (or 84 months). The University of Arkansas may terminate this Agreement without cause, at any time during the Term (including any renewal periods), by giving the other party thirty (30) days advance written notice of termination. Additionally,

in the event of non-appropriation of funds necessary to fulfill the terms and conditions of this Agreement during any period of the Term (including any renewal periods), the parties agree that this Agreement shall automatically terminate without notice.

a) If at any time the performance becomes unsatisfactory, UA will give thirty (30) days written notice to the contractor. If at the end of the thirty (30) day period the performance is still deemed unsatisfactory, the contract shall be cancelled by UA, Office of Business Affairs. Additionally, the contract may be terminated, without penalty, by UA without cause by giving thirty (30) days written notice of such termination to contractor.

b) Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds necessary to fulfill the terms and conditions of this contract during any period of the Term (including any renewal periods) are not appropriated.

c) In no event shall such termination by UA as provided for under this section give rise to any liability on the part of UA, its trustees, officers, employees or agents including, but not limited to, claims related to compensation for anticipated profits, lost business opportunities, unabsorbed overhead, misrepresentation, or borrowing. UA's sole obligation hereunder is to pay contractor for services ordered and received prior to the date of termination.

The terms, conditions, representations, and warranties contained in the contract shall survive the termination of the Contract.

9. 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. Failure of respondents to fully acquaint themselves with existing conditions or the amount of goods or work involved will not be a basis for requesting extra compensation after the award of a contract. This engagement is separate from any other engagement bidder may be currently pursuing with the University of Arkansas. Interpretation of the University of Arkansas is final.

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.

10. INDICIA

The respondents and the contractor acknowledge and agree that UA owns the rights to its name and its other names, symbols, designs, and colors, including without limitation, the trademarks, service marks, designs, team names, facilities images, uniforms, nicknames, abbreviations, city/state names in the appropriate context, slogans, logo graphics, mascots, seals, color schemes, trade dress, and other symbols associated with or referring to UA that are adopted and used or approved for use by UA (collectively the "Indicia") and that each of the Indicia is valid. Neither any respondent nor contractor shall have any right to use any of the Indicia, derivative, or any similar mark as, or a part of, a trademark, service mark, trade name, fictitious name, domain name, company or corporate name, a commercial or business activity, or advertising or endorsements anywhere in the world without the express prior written consent of an authorized representative of UA. Any domain name, trademark or service mark registration obtained or applied for that contains the Indicia or any similar mark upon request shall be assigned or transferred to UA or its Board of Trustees without compensation.

11. PRICING

Pricing must be listed on the Official Bid Price Sheet in the format provided with this IFB and must include shipping and handling charges. Upon bid award, all pricing and/or discounts must be firm for a period of two (2) years. UA will not be obligated to pay any costs not identified on the Official Price Sheet. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly, on a separate sheet and show detailed pricing. Bidders must certify that any costs not identified by the

Bidder, but subsequently incurred in order to achieve successful product/operation/service, etc. will be borne by the Bidder. Failure to do so may result in rejection of the bid.

12. DISCOUNTS

Please list percentage (%) discount (from list price) for each category listed on the Official Bid Price sheet where applicable.

13. INTEREST/LATE FEES

Pursuant to Ark. Code Ann. § 19-11-224, no interest or late fees shall accrue until amounts are 60 days past due. The interest rate shall be 6% per annum, consistent with Ark. Code Ann. § 4-57-101(d).

14. PREPAYMENT

Any provision of the Agreement requiring a deposit or prepayment is deleted. Any such prepayment amount stated in the Agreement shall instead be due upon delivery of a fully and correctly functioning product after University has tested such product.

15. WARRANTY

Explain the warranty offered.

16. SHIPMENT

All products to be delivered to the University shall be shipped FOB Point of Destination. Risk of loss for product(s) shall pass to the University upon delivery of the product(s) to University.

17. RETURNS

The University will not be responsible for any fees, including but not limited to cancellation fees, or the return of any defective or otherwise nonconforming item.

18. RESERVATION/COMMITMENT

This IFB does not commit UA to award a contract, to pay costs incurred in the preparation of a bid to this request, or to procure or contract for services or supplies. UA reserves the right to accept or reject (in its entirety), any bid received as a result of this IFB, if it is in the best interest of UA to do so. In responding to this IFB, respondents recognize that UA may make an award to a primary Bidder; however, UA makes no commitment to purchase any minimum or maximum quantity of dollar volume of products from the selected supplier. UA reserves the right to purchase like and similar products/services from other agencies as necessary to meet operation requirements.

19. FUNDING OUT CLAUSE

If, in the sole discretion of UA, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UA will not be obligated to pay any further charges for services, beyond the end of the then current period. Contractor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UA to terminate any Contract awarded in order to acquire similar service from a third party.

20. CONTRACT INFORMATION

Bidders should note the following regarding the State's contracting authority and amend any documents accordingly. Failure to conform to these standards may result in rejection of bid:

A. The State of Arkansas may not contract with another party to perform any of the following:

1. Pay any penalties or charges for late payment or any penalties or charges which in fact are penalties for any reason.
2. Indemnify or defend that party for liability or damages. Under Arkansas law UA may not enter into a covenant or agreement to hold a party harmless or to indemnify a party from prospective damages.
3. Pay all sums that become due under a contract upon default.
4. Pay damages, legal expenses, attorneys' fees or other costs or expenses of any party.

5. Conduct litigation in a place other than the State of Arkansas.
6. Agree to be subject to or bound by governing law, jurisdiction, or venue of any state, country or province other than the State of Arkansas.
7. Agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

B. A party wishing to contract with UA should:

1. Remove any language from its contract which grants to it any remedies other than:
    - The right to possession.
    - The right to accrued payment.
    - The right to expenses of de-installation.
2. Include in its contract that the laws of the State of Arkansas govern the contract and that the State of Arkansas is the exclusive jurisdiction and venue for any and all claims, disputes, actions or suits between the parties or related to the Contract.
3. Include in its Contract that the UA is an instrumentality of the State of Arkansas entitled to sovereign immunity from suit and that all claims, demands, suits, or actions for loss, expense, damage, liability or other relief, either at law or in equity, against UA or its trustees, officers, employees, volunteers, students, agents or designated representatives acting within the official scope of their position, must be brought before the Claims Commission of the State of Arkansas.
4. Include in its Contract all other terms and conditions stated in this IFB.
5. Acknowledge in its contract that contracts become effective when awarded by UA Purchasing Official.

21. CONTRACT ITEMS/ADDITIONS

The University of Arkansas, on behalf of the UAPG and MUSiC, reserves the right to add items to this contract throughout the term of the contract. Changes must be submitted in writing and approved by both parties.

22. SPECIAL OFFERS/PROMOTIONS

The University of Arkansas reserves the right to take advantage of special offers, promotions and educational discounts for which the University of Arkansas is eligible, should they become available. Should these promotions be less expensive than the normal percentage discount, the University must be given an opportunity to participate.

23. AGREEMENT AUTHORITY

The parties agree that they are and shall remain independent parties, and nothing contained in this agreement shall be deemed or interpreted to create any relationship other than that of independent parties. The parties agree that they shall perform all rights and obligations under this agreement as independent parties. No acts performed or representations made, whether written or oral, by either party shall bind the other party.

24. GOVERNING LAW

This IFB, any resulting Contract and all performance thereunder, transactions and subsequent amendments thereto between Respondent(s) or Contractor(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) or Contractor(s) for special, indirect, punitive, or consequential damages, attorneys' fees or costs or any damages constituting lost profits or lost business opportunities.

25. DISPUTES

Contractor and UA agree that they will attempt to resolve any disputes in good faith. Contractor and UA agree that the State of Arkansas shall be the sole and exclusive jurisdiction and venue for any litigation or proceeding that may arise out of or in connection with any Contract. 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.

26. DELIVERY

As applicable per the proposed solution.

27. PAYMENT INSTRUCTIONS

Contractor agrees that in the course of making payments UA is entitled to rely on information contained in written or electronic communications that UA reasonably believes have been transmitted or authorized by Contractor. Contractor shall hold UA harmless against any loss or damage related to or arising from UA's reliance on such communications.

28. CONDITIONS OF CONTRACT

Contractor shall at all times observe and comply with federal and Arkansas State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the Contract which in any manner affect the completion of work. Contractor shall indemnify and hold harmless UA and all its trustees, officers, employees, volunteers, students, and agents against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

To the extent Contractor shall have access to, store or receive student education records, Contractor agrees to abide by the limitations on use and re-disclosure of such **records** set forth in **the Family Educational Rights and Privacy Act** (FERPA), 20 U.S.C. § 1232g, and 34 CFR Part 99. Contractor agrees to hold student record information in strict confidence and shall not use or disclose such information except as authorized in writing by UA or as required by law. Contractor agrees not to use the information for any purpose other than the purpose for which the disclosure was made. Upon termination, Contractor shall return all student education record information or provide evidence that it was destroyed within thirty (30) days.

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, CONTRACTOR SHALL EXPRESSLY REPRESENT AND WARRANT to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template ("VPAT") or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

- Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

- Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

- Integrating into networks used to share communications among employees, program participants, and the public; and

- Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered does not completely meet these standards, the Respondent must provide an explanation within the VPAT detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. If products are reasonably available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

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

29. 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.

30. PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this IFB, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractors employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UA.

31. INDEMNIFICATION AND INSURANCE

The successful Respondent or Contractor 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 Contractor or Contractor'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 Contractor in connection with the products and services contemplated by 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 any products or services provided by the Contractor or uses of the UA campus by Contractor, its officers, employees, agents, volunteers, customers, subcontractors or guests under this IFB or any resulting Contract, or any other activities conducted on the UA campus (whether such activity is authorized or unauthorized by UA); (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 Contractor or any of its officers, agents, employees, invitees, or subcontractor's employees and invitees; and (e) any violation by Contractor of any applicable NCAA or SEC rules or regulations or 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.
The successful Respondent or Contractor shall purchase and maintain at Contractor's expense, the following minimum insurance coverage for the period of any Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to UA:

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than $100,000 each accident, $500,000 disease, and $100,000 disease each employee.
- Comprehensive General Liability, with no less than $1,000,000 each occurrence/$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of $1,000,000 each occurrence.

Policies shall be issued by an insurance company authorized to do business in the State of Arkansas and shall provide that policy may not be canceled except upon thirty (30) days prior written notice to UA. Any policy shall cover any vehicle being used in the management, operation, or delivery deriving from Contractor's operations on UA's campus. Contractor shall also be responsible for payment of workers' compensation insurance for all Contractor's employees as required by the State of Arkansas.

Contractor shall furnish UA with a certificate(s) of insurance effecting coverage required herein. Failure to file certificates or acceptance by UA of certificates which do not indicate the specific required coverages shall in no way relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to UA, its trustees, officials, employees, agents or volunteers. Proof of Insurance must be included in bid Proposal.

Contractor shall, at their sole expense, procure and keep in effect all necessary permits and licenses required for its performance under the Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.

32. SOVEREIGN IMMUNITY

Notwithstanding any terms or conditions to the contrary, nothing within the Contractor's proposal shall constitute a waiver of any immunities to suit legally available to the University, it officers, agents and employees, including, but not limited to the Sovereign Immunity of the State of Arkansas.

33. REQUIRED IF SUBMITTING ADDITIONAL REDACTED COPY

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 and to submit in the proper receptacle at https://forms.uark.edu/xfp/form/906. The respondent shall submit one (1) separate digital copy of the bid from which any proprietary information has been removed, i.e., a redacted copy (marked "REDACTED COPY"). **NOTE: There are SEPARATE repositories – the redacted copy is to be submitted in the repository titled "Upload redacted/proprietary bid documents".** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted. Except for the redacted information, the redacted copy must be identical to the original copy submitted for the bid response to be considered. The Respondent is responsible for ensuring the redacted copy 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.

34. WEB SITE ACCESSIBILITY

Respondent represents that web-based services substantially comply with the accessibility guidelines of Section 508 of the Rehabilitation Act of 1973 and with Web Content Accessibility Guidelines ("WCAG") Version 2.0 Level AA, and agrees to promptly respond to and resolve any accessibility complaints received from UA.

35. 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.

36. CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UA. Respondents further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UA, except to the extent expressly permitted by UA policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UA policies, and federal, state and local laws, ordinances, and regulations.

37. PERFORMANCE STANDARDS

Contractor acknowledges that the use of performance-based standards on any resultant Contract by UA are required pursuant to Arkansas Code Annotated § 19-11-267. Contractor shall provide prompt, responsive, courteous and high-quality products, services and customer service in the performance of its obligations under this IFB and any resulting Contract with UA. Contractor shall warrant that the equipment placed on the UA campus shall be of good quality, safe and suitable for their intended use by customers and properly installed. Contractor acknowledges that all products and services provided to UA or tailgate customers on the UA campus are to be of high quality and rendered in a timely and professional manner. Contractor represents and warrants that it will provide all products and services related to any resulting Contract in a manner consistent with industry standards. In addition, Contractor shall respond to all production, service, maintenance and customer service and support requests by in a

polite and timely manner. Further, Contractor recognizes that failure to perform hereunder may cause UA financial or reputational harm or damages or require it to acquire replacement services on short notice. Therefore, any failure to provide the agreed upon products or services to UA or customers at the quality, times or in the manner specified, or for the duration required hereunder shall constitute a breach of any Contract between Contractor and UA subject to termination.

38. BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for *all* individuals performing any services related to this IFB on the UA campus, whether on a paid or volunteer basis, in a manner requested by UA and consistent with procedures established by UA for its background checks. No person may perform any duties or services for Contractor on the UA campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UA.

39. NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UA as provided by UA's Board of Trustee Policy.

40. PCI DSS COMPLIANCE

Any third-party service provider utilized by the Contactor that engages in electronic commerce on behalf of the UA or other services contemplated under this IFB or any resulting Contract with UA, shall protect all card holder data ("CHD") and sensitive authentication data ("SAD") in accordance with the Payment Card Industry Data Security Standard ("PCI DSS"), if applicable, or using secure standard financial industry practices, if PCI DSS standards are not applicable. UA reserves the right at any time to request either proof of PCI DSS compliance or a certification (from a recognized third-party security auditing firm) verifying that the Contactor (and/or any third party service provider utilized by the Contactor) uses secure standard financial industry practices in its financial transactions, and maintains ongoing compliance under PCI DSS standards and/or secure financial industry practices as they change over time. The Contactor will comply with all laws, rules and regulations relating to the access, transfer, storage, processing, collection, use, protection and breach of all CHD and SAD. The Contactor shall not share with the University or grant the University access to any CHD or SAD accessed, transferred, stored, processed, collected, used or transacted by the Contactor or any third party provider utilized by the Contactor related to the purchase, sale, resale, offer to resell, return, credit, or reserving the rights to any services contemplated under the IFB or any resulting Contract with UA. The Contactor further acknowledges that neither it nor any third-party service provider utilized by the Contactor shall be granted access to UA's system in connection with any financial transaction under the Contract, and will not access, transfer, store, process, collect, use or otherwise transmit CHD or SAD using UA's systems. The Contactor will provide their Attestation of PCI Compliance and network scans to UA on an annual basis. The Contactor will give immediate notice to UA of any actual or suspected unauthorized disclosure of, access to or other breach of the CHD or SAD. The Contactor will indemnify UA for any third-party claim brought against UA arising from a breach by the Contactor of the representations or obligations of this section. This section and its indemnity will survive the termination of this IFB and any resulting Contract between Contractor and UA.

41. Restriction of Boycott of Energy, Fossil Fuel, Firearms, and Ammunitions Industries

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than $75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

42. Certification of Non-Scrutinized Company

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or

hold a majority interest in a for-profit parent company, subsidiary or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

43. MINIMUM SPECIFICATIONS

All proposals need to explain how they are able to meet the export control and cybersecurity requirements stated in Section 2.

OFFICIAL BID PRICE SHEET

BID NAME: Manufacturing Execution System (MES)

BID NUMBER: IFB04082026

BID DUE DATE/TIME: April 29, 2026 2:30 PM CST

BIDDER INFORMATION CONTACT: _____ PHONE/EMAIL:_____

Reference Section 11-Pricing for further instruction, and the corresponding Bid Price Sheet provided below. Please complete the Price Sheet as provided and submit within your proposal. If pricing is dependent on any assumptions that are not specifically stated on the Official Price Sheet, please list those assumptions accordingly on a separate spreadsheet and show detailed pricing. Any additional pricing lists should remain attached to the Official Price Sheet for purposes of accurate evaluation. **Pricing must be valid for ninety (90) days following the bid due date and time.**

UA will not be obligated to pay any costs not identified accordingly. The Respondent must certify that any costs not identified by the Respondent, but subsequently incurred in order to achieve successful operation of the commodity/service, will be borne by the Respondent. Failure to do so may result in rejection of the bid.

NOTE: Bids must be submitted on this official bid form to be considered. Vendors must use this Official Bid Price Sheet when submitting bids in response to this IFB. Provide pricing and/or discount where applicable next to the item listed below, per minimum specifications as listed within this bid document. Pricing must include shipping and handling charges.

NOTE: Shipping must be FOB Destination Fayetteville, AR.

Specify Delivery Time: _____ Days after receipt of order.

Bid the following according to minimum specifications or functional equivalent:

Item	*Description	Qty	Unit Price	Discount ($ or %)	Total Price
1	Manufacturing Execution System (MES).	**1**			**$**
	GRAND TOTAL				**$**

*See ATTACHMENT A for specifications of description.