



**STATE OF ARKANSAS  
TRANSFORMATION AND SHARED SERVICES  
OFFICE OF STATE PROCUREMENT**  
1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

## INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0078	Solicitation Issued:	March 30, 2020
Description:	Newsletters		
Agency:	Arkansas Northeastern College		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	April 30, 2020	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7<sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</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>Bid number</li> <li>Date and time of bid opening</li> <li>Prospective Contractor's name and return address</li> </ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Wendy.gossett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of Arkansas Northeastern College (ANC) for the printing and distribution of the College's Bi-Annual Newsletter, named *Connections*.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is June 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three 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 one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### **1.3 ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

### **1.4 BID OPENING LOCATION**

Bids will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### **1.5 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

### **1.6 DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Author's Alteration" means a mark-up correction made by the Agency to a Newsletter Proof that is the result of an error in the file images the Agency provides to the Contractor, or a change the Agency wishes to make to the Newsletters after the Contractor has printed the Newsletter Proofs. Author's Alterations do not include any Printer's Errors.
- D. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- E. "Bi-Annual or Bi-Annually" means occurring twice per year.
- F. "Broken Serifs" means the broken short lines stemming from and at an angle to the upper and lower ends of the strokes of a letter.

- G. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- H. "Fluctuating Alignment" means changing frequently and uncertainly the proper positioning or state of adjustment of parts or print in relation to each other.
- I. "Ghosting" means an unwanted faint image of a design in solid printing areas that is not intended to receive that portion of the image.
- J. "Halftone" means an image comprised of discrete dots rather than continuous tones. When viewed from a distance, the dots blur together, creating the illusion of continuous lines and shapes.
- K. "Hairlines" means unwanted tiny or fine lines that appear in the final printed product.
- L. "Hickey" means an unwanted spot or imperfection caused by debris on the printing plate, blanket, gravure cylinder, or other image-carrying surface.
- M. "Hollow Type" means the misdistribution of ink that appears as partially printed letters in type.
- N. "Hot Spot" means unwanted weak ink coverage or visible dot gain caused by an air bubble or debris on the printing plate.
- O. "Inside Delivery" means delivery of an order to a specified location that may or may not have an accessible loading dock, breaking open the pallet, and hand delivering individual boxes to a specified room(s) or area(s).
- P. "Overrun" means additional printed Newsletters over the quantity ordered.
- Q. "Printer's Error" means a mark-up correction made by the Agency to a Newsletter Proof that is a result of any error in design, printing, or quality made by the Contractor as determined by the Agency. Printer's Errors do not include Author's Alterations.
- R. "Proof" means a high-definition, digitally printed, prestige quality sample Newsletter supplied to ANC by the Contractor that represents a near-exact model of how the finished Newsletter will appear in all aspects possible, except that it is printed digitally rather than on the printing press.
- S. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- T. "Recycled Paper" as it applies to coated paper stock, any paper that contains not less than ten (10%) percent post-consumer material by fiber weight; as it applies to uncoated paper stock, any paper that contains not less than twenty (20%) post-consumer material by fiber weight.
- U. "Registration" means the intended alignment and placement of all aspects and elements of the Newsletter.
- V. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- W. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- X. "Roller Marks" means the unwanted transfer of ink from equipment to a printed sheet or page.
- Y. "Saddle Stitch Binding" means when folded sheets are gathered together one inside the other and then stapled through the fold line with wire staples.
- Z. "Set-off Smudges" means the unwanted transfer of ink from one printed sheet or page to another before the ink has set.
- AA. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- BB. "Underruns" means a shortage of printed Newsletters from the quantity ordered.

CC. "Business Day" means a day occurring Monday through Friday excluding State Holidays. A current listing of State holidays may be found on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.

DD. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

## 1.7 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
  - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
    - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
    - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
    - iii. Bid response **must** be in the English language.
  - b. One (1) original copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
  - c. One (1) sample of a printed product from one (1) of the Prospective Contractor's past printing clients. (See *Quality Samples*.)
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
  - a. One (1) copy of the *Official Bid Price Sheet*,
  - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #25. Disclosure*.)
  - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - d. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before April 10, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on April 20, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. 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 OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP 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 OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

## 1.9 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

## 1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. With the exception of actual postage costs, the Prospective Contractor **shall** include all other costs associated with fulfilling the Requirements of this IFB including but not limited to the costs of printing, supplies, mail preparation, packaging, submitting Proofs, and Inside Delivery.
- C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- D. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and includes two (2) tables for the purposes described below:
  - 1. Table 1: *One Time Setup and Printing* **must** include all costs (excluding actual postage costs) associated with fulfilling the Requirements of this IFB and supplying ANC with the Newsletters. Table 1 will be used for determining lowest cost.
    - a. Item 1 – One Time Initial Setup: The Prospective Contractor **shall** enter the one-time set-up cost to prepare for the printing of ANC's Newsletters.
      - i. The set-up cost **must** include all supplies and actions necessary to begin printing the Newsletters as specified herein including but not limited to the following:
        - Making necessary file conversions, separations, and finalizing files.
        - Creating printing plates and providing all supplies and tools necessary to print the Newsletters.
        - Supplying the initial Newsletter Proofs to ANC and making all applicable Author's Alterations and Printer's Error revisions. (See *Newsletter Proofs and Approval Process*).
      - b. Item 2 – Newsletters: The Prospective Contractor **shall** enter the cost per Newsletter for the estimated 90,000 Newsletters (45,000 Bi-Annually) required by this IFB. Excluding actual postage costs, the Prospective Contractor **shall** include all costs associated with providing Newsletters to ANC

and fulfilling the Requirements of this IFB except for the costs entered for Item 1 above including but not limited to:

- Printing, packaging, and mail preparation of the Newsletters and providing Newsletter Proofs (applicable to changes for subsequent orders after the initial set-up) to ANC, including making applicable Author's Alterations and Printer's Errors revisions. (See *Newsletter Proofs and Approval Process*.)

c. Item 3 – Printing Overruns: The Prospective Contractor **shall** enter the cost per Overrun to print, package, and provide mail preparation for an estimated 900 (450 biannually) Overruns per year.

2. Table 2: The Prospective Contractor **shall** enter the brand of Soybean Oil Ink and Paper Stock to be used to print, the Newsletters, as required by this IFB.

- E. Prospective Contractor **shall** enter pricing for all items on Table 1 on the Official Bid Price Sheet, filling in the blue-shaded cells only.
- F. The Prospective Contractor **shall** enter the Soybean Oil Ink and Paper Stock brands to be used filling in the green shaded cells only.
- G. Prospective Contractor **shall** enter pricing for all Items. Should a Prospective Contractor fail to enter pricing for an item listed on the Official Bid Price Sheet, the Prospective Contractor's bid may be rejected.
- H. The amounts entered on Table 1 will be auto populated and totaled into the Grand Total Estimated Annual Cost cell and used to determine lowest cost.
- I. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

#### **1.11 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

#### **1.12 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.13 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.

- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### **1.14 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

#### **1.15 REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

**1.16 AWARD PROCESS****A. Successful Contractor Selection**

1. Award will be made to the lowest-bidding, responsible Prospective Contractor on an ALL OR NONE basis.

**B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

**C. Anticipation to Award**

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

**D. Issuance of Contract**

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

**1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement 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.

**1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.



**1.19 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included in the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.22 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

**1.23 VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

**1.24 PUBLICITY**

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

**1.25 RESERVATION**

The State will not pay costs incurred in the preparation of a bid.

## **SECTION 2 – REQUIREMENTS**

- ***Do not provide responses to items in this section unless specifically and expressly required.***

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of Arkansas Northeastern College (ANC) for the printing and distribution of the College's Bi-Annual Newsletter, "*Connections*".

The State is providing quantity estimates strictly as a courtesy to Prospective Contractors. Prospective Contractors **shall not** interpret any estimate provided in this IFB or on the *Official Bid Price Sheet* to be a guarantee of actual contract volume during the aggregate term of a resulting contract.

### **2.2 CURRENT DISTRIBUTION**

ANC's *Connections* Newsletter is printed and mailed Bi-Annually. ANC anticipates placing orders for the printing and distribution of approximately 45,000 Newsletters in July and December each year the contract is in place. ANC will provide the Contractor with updates to be made to the Newsletter with each purchase order issued. Approximately 2,000 Newsletters from each Bi-Annual distribution will be distributed to ANC directly.

ANC reserves the right to increase or decrease the quantity to be printed and distributed as needed. The initial order is anticipated to occur on or around June 1, 2020.

### **2.3 PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. Upon bid submission, the Prospective Contractor **shall** have an open and operational commercial printing facility.
- B. The Prospective Contractor **shall** have provided commercial, offset printing for Newsletters or another printed product similar in composition and complexity, to at least one (1) client in the past five (5) years using a Four-color Process.
- C. The State reserves the right to investigate as necessary to determine if an apparent successful Contractor meets the Requirements of this IFB.

### **2.4 QUALITY SAMPLES**

- A. At bid submission, Prospective Contractor(s) **shall** provide a minimum of one (1) sample of a printed product from one (1) of the Perspective's Contractor's past printing clients.
- B. The printed sample provided **must** be:
  1. Similar in composition and complexity to the Newsletters required by this IFB.
  2. Approximately eight and one half by eleven inches (8 ½" x 11").
  3. Approximately twenty (20) pages including the inside and outside covers.
  4. Saddle Stitch Bound.
- C. Each printed sample submitted **must** meet or exceed the Requirements of this IFB.
- D. ANC will examine the sample submitted by the lowest bidding Prospective Contractor for compliance with the Requirements of this IFB.
- E. Should the examination performed by ANC reveal the sample submitted by the lowest bidding Prospective Contractor does not adhere to the Requirements of this IFB, the Prospective Contractor's bid may be rejected.
- F. Should the lowest bidding Prospective Contractor's bid be rejected, ANC will examine the sample submitted by the second lowest bidding Prospective Contractor for compliance with the Requirements of this IFB. ANC will continue this process until a lowest bidding, responsive Prospective Contractor has been determined.

## 2.5 **CURRENT NEWSLETTER SAMPLES**

- A. To obtain a hard copy of the Arkansas Northeastern College's "*Connections*," Newsletter in current circulation, the Prospective Contractor **shall** make a request in writing to the OSP buyer.
1. Email, fax, or hard copy deliveries of requests are acceptable.
  2. Upon receipt of the request and necessary shipping information, the Prospective Contractor will be notified by email that the "*Connections*" Newsletter sample will be ready for pickup by the selected shipping carrier within one (1) Business Day.
  3. Shipment **must** be made through UPS or FedEx.
    - a. The Prospective Contractor **shall** provide a FedEx pre-paid account number or a UPS shipping label to cover costs for these deliveries. Once OSP has notified the Prospective Contractor the shipment is ready, the Prospective Contractor **shall** notify UPS or FedEx the shipment is waiting for pick up. OSP will not notify UPS or FedEx regarding the shipment pickup. All pickup notifications to the shipping carrier are the Prospective Contractor's sole responsibility.
  4. To request the current "*Connections*" Newsletter sample:
    - a. By mail: Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222  
Attn: Wendy Gossett
    - b. By email: [wendy.gossett@dfa.arkansas.gov](mailto:wendy.gossett@dfa.arkansas.gov)
    - c. By fax: 501-324-9311  
Attn: Wendy Gossett
    - d. In the request, the Prospective Contractor **shall** provide:
      - i. Prospective Contractor's name and physical shipping address (not a PO Box).
      - ii. Contact name, address, email, and phone number.
      - iii. Desired method of shipment: FedEx or UPS.
      - iv. Desired shipping time (standard, 2-day, overnight, etc.).
      - v. A pre-paid FedEx account number or UPS shipping label to cover the cost of shipping.

## 2.6 **GENERAL REQUIREMENTS**

- A. The Contractor **shall** perform all operations for providing Newsletters in accordance with applicable State and Federal laws and industry standards.
- B. The Contractor **shall** perform all operations for providing Newsletters in-house in a single facility located within the Continental United States.
- C. The Contractor **shall** maintain all software, programming, internet access, printing plates, ink products, and other tools and supplies necessary to provide Newsletters according to the Requirements of this IFB.
- D. The Contractor **shall** print and construct Newsletters using the most current images and data provided by ANC after contract award and with each subsequent purchase order issued and **shall** make all changes requested by ANC during the contract terms.
- E. The Contractor **shall** print all personalized data to the Newsletters as specified by ANC, such as business names, mailing addresses, account identification numbers, and applicable barcodes.
  1. ANC will provide personalized data to the Contractor via secure FTP for each Newsletter order.

- F. The Contractor **shall** use font type and size on the Newsletters as specified by ANC.
- G. The Contractor **shall** print and distribute the initial production of the Newsletter within thirty (30) Business Days from the start of the contract and purchase order issuance anticipated to be June 1, 2020 as coordinated with ANC.
- H. The Contractor **shall** print and distribute subsequent Newsletter orders within thirty (30) Business Days of receipt of the purchase order and **shall** coordinate the printing and distribution with ANC as requested. ANC will notify Contractor and provide updates and changes within twenty (20) to twenty-five (25) Business Days prior to the mailing date for each subsequent printing and distribution of the Newsletter.

## **2.7 NEWSLETTER PRINTING REQUIREMENTS**

- A. The Contractor **shall not** print the Contractor's name, logo, or other identifying marks on the Newsletters.
- B. The Contractor **shall** inspect and determine the usability of all Newsletter files within fifteen (15) Business Days of receipt of the Newsletter files from ANC.
- C. The Contractor **shall** immediately address any problems or issues with the Newsletter files to ANC.
  - 1. If the Contractor fails to comply with this Requirement, the State may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving ANC provided Newsletter files.
- D. Newsletters **must** be:
  - 1. Approximately eight and one half by eleven inches (8 ½" x 11").
  - 2. Approximately equal to a total of twenty (20) pages including the front and back and inside and outside covers.
  - 3. Saddle Stitch Bound along the eleven (11") inch dimension with at least two (2) staples.

## **2.8 QUALITY REQUIREMENTS**

- A. Finished Newsletters **must** be of excellent quality that meet or exceed industry standards and the Requirements of this IFB.
- B. Finished Newsletters **must** be free of press and production defects including but not limited to:
  - 1. Roller Marks, Hickeys, Hot Spots, and Set-off Smudges.
  - 2. Hairlines, Ghosting, Broken Serifs, Fluctuating Alignment.
  - 3. Hollow Type, Varying Density, Ink drops and other spots or imperfections.
- C. Finished Newsletters **must** be accurately and evenly trimmed and free of jagged or torn edges.
- D. The Contractor **shall** provide precise Registration, consistent ink coverage and density, and accurate perforation, of all Newsletters throughout the aggregate term of the resultant contract.

## **2.9 PAPER STOCK AND INK BRAND REQUIREMENTS**

- A. Soybean Oil ink **must** be used for the printing of all Newsletter orders.
- B. The Contractor **shall** use a Four (4) Color Process on the cover and throughout the Newsletter.
  - 1. The Newsletter cover (front/back and inside/outside) **must** be printed in four (4) color ink and contain bleed on all sides.
  - 2. The Newsletter text pages **must** be printed in four (4) color ink and contain bleed throughout.
- C. The Contractor **shall** use Recycled Paper meeting the following Requirements:
  - 1. One hundred-pound (100#) gloss cover white paper stock for the cover of the Newsletters

2. Eighty-pound (80#) white gloss text, uncoated offset, smooth finish for the Newsletters, except for the cover.
  3. A minimum brightness of eighty-eight (88).
- D. The Contractor **shall not** substitute any brand of paper stock or ink used for the printing of the Newsletters without prior approval by ANC.

## 2.10 NEWSLETTER PROOFS AND APPROVAL PROCESS

- A. The Contractor **shall** provide Newsletter Proofs as requested by ANC.
- B. The Contractor **shall** use Halftones in text on the Proofs to provide ANC with the ability to verify the accuracy of photo placement with the proper name.
- C. The time the Newsletter Proofs is out of the Contractor's hands for ANC approval **shall not** count against production time.
- D. Within two (2) weeks after award, ANC anticipates providing the Contractor with high-definition PDF or IMG files containing the images to be printed in the Newsletters.
1. Should a file provided by ANC after award not be usable to produce printed Newsletters as required in this IFB, the Contractor **shall** notify ANC in writing within two (2) Business Days of receiving the submitted files.
- E. Within seven (7) Business Days of the Contractor's receipt of the file images, the Contractor **shall** print, package and deliver two (2) Newsletter Proofs to ANC at the below address.

Arkansas Northeastern College  
2501 South Division  
Blytheville, AR 72315  
Attn: Rachel Gifford

- F. ANC will review and make note of any needed Author's Alterations (notated with a "AA") and/or Printer's Errors (notated with a "PE") in the margin of the Newsletter Proof(s) alongside each correction.
- G. ANC will ship one (1) Newsletter Proof back to the Contractor and will keep one (1) Newsletter Proof for archival purposes.
- H. Should ANC require revisions, the Contractor **shall** make revisions as indicated by the "AA" and "PE" notations on the returned Newsletter Proofs.
1. Within seven (7) Business Days of the Contractor's receipt of the returned Newsletter Proofs, the Contractor **shall** print, package, deliver, and/or mail two (2) revised Newsletter Proofs to ANC.
- I. The Contractor **shall** repeat the process as required in this IFB until the Newsletter Proofs meet the approval of ANC.
1. ANC anticipates no more than two (2) rounds of proofing.
- J. The Contractor **shall** follow the procedures for Newsletter Proofs required herein as determined necessary by ANC.
- K. Within twenty (20) Business Days of receiving the final approval of the Newsletter Proofs from ANC, the Contractor **shall** print, package, and distribute the full Newsletter order per the Requirements of this IFB and as specified by ANC.

## 2.11 OVERRUNS AND UNDERRUNS

- A. The Contractor **shall not** print less than the specified quantity for each order placed by ANC. Underruns are not allowed.

- B. ANC will allow a one (1%) percent Overrun per order. The Contractor **shall not** invoice ANC for more than one (1%) percent Overrun without written approval from ANC.

## 2.12 **PROPERTY RIGHTS**

- A. Upon expiration or termination of the resulting contract, the Contractor **shall** transfer property rights of all deliverables (intellectual and tangible) to ANC and **shall not** hold ownership or an intellectual property claim to any deliverable associated with ANC's account, including but not limited to the following:
1. Artwork
  2. Graphics
  3. Patents
  4. Trademarks
  5. Logos
- B. The Contractor **shall** maintain all data and deliverables associated with ANC's account and **shall** transfer all data and deliverables associated with ANC's account to Arkansas Northeastern College within sixty (60) calendar days of the expiration or termination date of the resulting contract and all data and deliverables **shall** become the exclusive property of ANC.
- C. The Contractor **shall not** utilize any portion of the data or deliverables for any other purpose outside of the performance of the resulting contract.

## 2.13 **PACKAGING**

- A. The Contractor **shall** secure each box for shipping and take all reasonable precautions to prevent damage to the Newsletters during shipping and handling.
- B. The Contractor **shall** utilize boxes having the appropriate size and weight limits for the number of Newsletters being mailed to a zip code.
- C. ANC will notify the Contractor via email regarding receipt of damaged Newsletters.
1. The Contractor **shall** credit a prorated amount to the State's account for each Newsletter damaged during shipment.
- D. The Contractor **shall** package Newsletters for bulk mail delivery to the U.S. Postal Service (USPS) according to USPS postal regulations. Newsletters **must** be bundled and delivered appropriately for bulk mailing.

## 2.14 **MAIL PREPARATION**

- A. The Contractor **shall** provide mail preparation for the mailing of the Newsletters.
- B. With each order, ANC will provide the Contractor with a list of zip codes. The Prospective Contractor may reference Attachment A: *Zip Code List Example* for a recent zip code list. The Contractor **shall** use the zip code list to provide updated quantities of Newsletters to be mailed to each zip code. ANC will forward the paperwork to the mailing facility after the Contractor has provided the quantities for each zip code. The Contractor **shall** mail updated quantities to each zip code as specified by ANC.

## 2.15 **DISTRIBUTION AND POSTAGE OF NEWSLETTERS**

- A. From the total quantity ordered on each purchase order, the Contractor **shall** mail approximately 2,000 Newsletters, or other quantity requested by ANC, directly to ANC within ten (10) Business Days of mailing the addressed, bulk Newsletters unless otherwise requested by ANC. The Contractor **shall** mail the Newsletters to ANC using the following address:

Arkansas Northeastern College  
2501 South Division  
Blytheville, AR 72315  
Attn: Rachel Gifford

- B. The Contractor **shall** notify ANC immediately after discovery of any anticipated distribution delays, plant shutdowns, or events that may affect the mailing and distribution Requirements.
- C. The Contractor **shall** mail Newsletters within thirty (30) Business Days after receipt of the purchase order. Extended delivery dates may be considered when in the best interest of the State.
- D. The Contractor **shall** provide one of the below mailing methods. The method chosen **must** provide the most accurate and economical mailing using zip codes provided by ANC:
  - 1. Carrier Route Sorting which is the sorting by group of mailing addresses that share the same USPS code to aid in mail delivery efficiency.
  - 2. Five-Digit Zip Code Sorting whereby under the five-digit tray scheme, mailers present a minimum of 150 mail pieces sent to the same five-digit zip code as part of one bundle to qualify for the lowest level of postage.
  - 3. Residual Levels Sorting whereby sorting of mail is performed by different people and at different levels.
- E. If the Contractor is within approximately forty-five (45) miles of the USPS location listed below, the Contractor **shall** deliver addressed Newsletters using ANC's bulk mailing permit:

Memphis BMEU, USPS  
555 South BB King Blvd.  
Memphis, TN, 38101-9651

- 1. If the Contractor uses ANC's bulk mailing permit, the Contractor **shall** provide an itemized invoice to ANC for actual postage costs incurred. The Contractor **shall** include a USPS receipt or other evidence acceptable to ANC clearly showing the actual postage costs. ANC will issue a State warrant check for the actual postage costs directly to the USPS office.
- F. If the Contractor is farther than approximately forty-five (45) miles from the above USPS location, the Contractor **shall** deliver addressed Newsletters to the Contractor's nearest post office or bulk mailing facility and **shall** use Contractor's own bulk mail permit.
  - 2. If the Contractor uses the Contractor's own bulk mailing permit, the Contractor **shall** provide an itemized invoice to ANC for actual postage costs incurred. The Contractor **shall** include a USPS receipt or other evidence acceptable to ANC clearly showing the actual postage costs. ANC will issue a State warrant check for the actual postage costs directly to the Contractor.
- G. The Prospective Contractor **shall not** include the cost of postage in the Prospective Contractor's pricing entered on the Official Bid Price Sheet since the actual cost of postage will be invoiced and paid separately.

## 2.16 **ACCEPTANCE STANDARDS**

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.
- B. Receipt of the Newsletters by ANC does not necessarily constitute acceptance. ANC will be granted a minimum of thirty (30) Business Days in which to inspect the Newsletters and to determine they meet the Requirements and standards of the Contract.

**2.17 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

**Performance Standards**

<i>Service Criteria</i>	<i>Acceptable Performance</i>	<i>Damages for Insufficient Performance</i>
Quality	Contractor provides Newsletters with Precise Registration, consistent ink coverage and density, and adheres to the <i>Quality Requirements</i> as stated in the IFB.	20% credit on the first invoice generated after the Contractor receives notification from the State for a Newsletter order received whereby a Newsletter contained within the order fails to provide Precise Registration, consistent ink coverage and density, or fails to maintain the Quality Requirements of the IFB.
Timeliness	Newsletters are printed and distributed within thirty (30) Business Days after Purchase Order issuance as required by the IFB.	1% credit on total invoice amount for each Business Day past thirty (30) Business Days whereby Newsletters are not printed and distributed as required by the IFB.
Packaging	Newsletters are packaged as stated in this IFB.	A 2% credit on invoice for each damaged Newsletter order received by ANC or the distribution recipients. This credit will apply to the first invoice generated after Contractor receives damaged Newsletter notification of the damaged order from the State .



## **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

- ***Do not provide responses to items in this section.***

### **3.1 PAYMENT AND INVOICE PROVISIONS**

A. Forward invoices to:

Arkansas Northeastern College  
Attention: Accounts Payable  
2501 South Division  
PO Drawer 1109  
Blytheville, AR 72316-1109

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

### **3.2 GENERAL INFORMATION**

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
  - a. The right to possession.
  - b. The right to accrued payments.
  - c. The right to expenses of de-installation.
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

### 3.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees 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.

### 3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

### 3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### 3.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

**3.7 CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

**3.8 CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

**3.9 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

**3.10 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.