



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	NP-19-0021	Solicitation Issued:	Nov. 7, 2018
Description:	Printing , Letterhead and Envelopes		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline Date:	November 19, 2018, 4:30 p.m., Central Time
Bid Opening Date:	November 20, 2018, 9:00 a.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Agency.</p>	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>National Park College Fisher Bldg, Ste 300 101 College Dr. Hot Springs National Park, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Vendor's name and return address

AGENCY CONTACT INFORMATION			
Agency Buyer:	Kurtis L. Markish	Agency's Main Number:	501-760-4222
Email Address:	kmarkish@np.edu	Buyer's Direct Number:	501-760-4351
Agency Website:	www.np.edu		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by National Park College (NPC, Agency, State) purchasing department to obtain pricing and secure a TERM CONTRACT to provide printed letterhead and envelopes.

1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. Upon mutual agreement by the vendor and agency, the contract may be renewed by the Agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

National Park College, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 BID OPENING LOCATION

Proposals submitted by the opening time and date **shall** be opened at the following location:

National Park College
Fisher Building, Suite 313
101 College Dr.
Hot Springs, AR 71913

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The Agency 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. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB", "Solicitation" or "Bid Solicitation" are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

- 1. The "Official Bid Price Sheet" and "Invitation for Bid Signature Page" **must** be submitted on or before the bid opening date and time listed on page one (1) of this solicitation.
- 2. The bid submission should be clearly marked with bid number and **must** include all items listed in this solicitation document.
- 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information unless specifically directed to do so.
- 4. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.

1.8 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included with this solicitation.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.9 PRICING

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for ninety (90) days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

1.10 JOINT PROPOSALS

A joint proposal submitted by two or more vendors is not acceptable.

1.11 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal 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 **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.12 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency Buyer.
- B. Vendor **must not** alter any language in any solicitation document provided by the State or Agency of the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. Agency **shall** have the right to award or not award a contract, if it is in the best interest of the Agency to do so.

- G. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- H. Quality **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.13 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the Agency.
- B. An addendum created within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

1.14 **VENDOR AWARD**

After complete evaluation of the bids, a term award shall be awarded ALL OR NONE to the lowest responsive and responsible bidder. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas. Consideration shall be given only to those who bid ALL OR NONE.

If the State so chooses, it **shall** have the right to conduct negotiations with the awarded vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.

The Agency Procurement Official will be responsible for award and administration of any resulting contract.

1.15 **MINORITY BUSINESS POLICY**

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

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

- A. A women-owned business is defined by Act 1080 of the 91st 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 Arkansas.
- B. 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 *Proposal Signature Page*.

1.16 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the Agency is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. Awarded vendor is 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.
- C. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.17 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** certify that they do not employ or contract with illegal immigrants. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

1.18 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.19 VISA ACCEPTANCE

- A. Awarded vendor 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) **shall 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.

1.20 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without the Agency's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.21 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

1.22 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the NPC Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the NPC Procurement Official has given written consent to the delegation.

1.23 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor shall be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor must include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their bid response.

The vendor shall give NPC immediate notice, in writing, by certified mail of any action which, in the opinion of the vendor, may result in litigation related in any way to the contract or NPC.

1.24 LIQUIDATION DAMAGES

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet contractual requirements authorizes NPC to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

It is expressly acknowledged by the Vendor that the damages to NPC for the Vendor's failure to perform its responsibilities in any form as agreed upon this contract will result in damages to NPC, damages which are difficult to calculate. Accordingly, damages will be imposed by NPC against the contractor for failure to meet delivery schedule at the rate of one percent (1%) of the invoice amount for each working day beyond the specified delivery time as liquidated damages and not as a penalty. The Vendor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. NPC will assess such liquidated damages for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, the NPC Procurement Official of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the NPC Procurement Official.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in liquidated damages of the greater, of up to 20% of the invoice price or \$500.

1.25 CONDITIONS OF CONTRACT

The successful bidder shall, at all times, observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affects the completion of the work. The successful bidder shall indemnify and save harmless NPC 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 successful bidder.

1.26 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 Proposal Signature Page, a Prospective Contractor agrees and certifies that they do not, and shall not, for the duration of the contract, boycott Israel.

SECTION 2 – SPECIFIC REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by National Park College (NPC, Agency, State) purchasing department to obtain pricing and secure a TERM CONTRACT to provide printed letterhead and envelopes.

2.2 SUBSTITUTION OF BRAND

Any substitutions of brand under this contract after award must be approved in writing by the National Park College Procurement Official prior to delivery. Brand substitutes must be the same or higher GRADE with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

2.3 MISCELLANEOUS CHARGES/ALLOWANCES

Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from NPC. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the “fair market price” as established by the NPC Procurement Official. These costs may include, but are not limited to, halftones, author’s alterations, extra composition, overruns, or any other unforeseen costs.

2.4 COST

All charges must be included on the Official Bid Price Sheets and must include all associated cost for the goods being bid. Bid pricing must be valid for **ninety (90)** days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. NPC will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve the commodity shall be borne by the bidder.

2.5 DELIVERY: FOB DESTINATION (freight paid)

All items on a submitted purchase order must be shipped FOB destination (freight paid).

“Working days” shall be defined as Monday through Friday for each week exclusive of all official NPC holidays. The time any requested proof is out of the vendor’s hands for NPC approval will not count against production time. All transportation expenses for delivery of the finished product as well as any required proofs will be the responsibility of the vendor.

All deliveries must be made during normal NPC work hours and within the agreed upon number of days unless otherwise arranged and coordinated with NPC. The vendor shall give NPC immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by NPC, is the vendor’s responsibility. All orders should be properly packaged to prevent damage during shipping.

2.6 RUSH ORDER DELIVERY

Rush delivery may be available to NPC on orders that require delivery in less than a normal production time frame. Orders that must be delivered sooner than standard printing time periods, requiring a rush delivery, may be subject

to a rush order fee charged to these orders. Vendor is to notify NPC if fee will be charged and the value of this fee. Rush order charge is a one-time fee per order.

- **INDICATE RUSH ORDER DELIVERY FEE ON OFFICIAL PRICE SHEET.**

2.7 ORDERING PROCEDURE

All orders are placed via purchase order by the NPC Purchasing Department on an as-needed basis. Orders shall not be processed without a corresponding purchase order with an authorized signature.

2.8 PACKAGING

Finished items shall be packaged and cartoned so as to protect the contents from damage during shipment, handling and storage.

SECTION 3 – ITEM SPECIFICATIONS

3.1 QUALITY

Items provided under the scope of this contract shall be of EXCELLENT quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting, etc. are reasons for possible rejection of the printing job on a quality basis. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality.

Any sheet offered that is found to contain excessive line or foreign (non-paper) elements will be rejected.

Receipt of the merchandise does not necessarily constitute acceptance. NPC will be granted a minimum of thirty (30) days in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, NPC will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If, in the opinion of NPC, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, NPC will establish, in writing, a new delivery date.

3.1 OVERRUNS/UNDERRUNS:

No overruns/underruns authorized.

3.2 PRODUCT SPECIFICATIONS:

LETTERHEAD:

Size: 8.5 inches x 11 inches
Bleed: Top & right edge
Colors: PMS 7458 blue
90% Black
Paper: Capitol Bond
25% Cotton
30% Post Consumer

LETTERHEAD (Second Page):

Size: 8.5 inches x 11 inches
Bleed: Top & right edge
Colors: PMS 7458 blue
Paper: Capitol Bond
25% Cotton
30% Post Consumer

ENVELOPE (No Window):

Size: #10, No Window
Bleed: None
Colors: PMS 7458 blue
90% Black
Paper: 24# White Wove

ENVELOPE (Window):

Size: #10, Window
Bleed: None
Colors: PMS 7458 blue
90% Black
Paper: 24# White Wove

Samples of letterhead and envelopes included with this solicitation. Final/official layout, artwork, fonts, suitable formatted file(s), etc. to be provided by NPC after award.

Vendor should indicate brand of stock and must indicate if recycled or virgin on the official pricing sheet contained within this IFB. A 10% recycled preference will be given for recycled paper. To receive preference, recycled paper must be bid for both letterhead and envelope.

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this IFB and the laws of the State of Arkansas.

3.3 RECYCLED PAPER

In accordance with the authority granted to the State Purchasing Director by ACA of 1991, 19-11-203 (26), the following definition of recycled paper applies:

“Recycled paper,” as it applies to coated stock, shall mean any paper that contained not less than 10 percent (10%) postconsumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) postconsumer material by fiber weight.

Bidders offering recycled paper must, upon receipt of a written request from the Agency, make available samples for inspection within five working days.

3.4 PRODUCTION INFORMATION

NOTE: Vendor is required to inspect and make a determination as to the usability of all Agency provided production materials within five (5) working days after receipt. Problems encountered with materials must be reported immediately to:

Cari L. Elliott
External Affairs
Ish Stivers Bldg.
501-760-4355 or 501-337-2464
cari.elliott@np.edu.

If the vendor fails to comply with this requirement, the Agency may disallow, as valid reason for failing to meet the required delivery schedule, any claim involving Agency provided materials.

3.5 SOY INK REQUIREMENT

The use of a soy ink product IS REQUIRED for the printing of this contract. Vendor MUST provide brand of ink and manufacturer name on the official pricing sheet contained within this IFB.

3.6 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be emailed to:
- accountspayable@np.edu
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor 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 vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

4.2 GENERAL INFORMATION

- A. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by the Agency Procurement Official.
- I. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times 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.
- A. The vendor **shall** 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 vendor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall 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 vendor; 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 vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall 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 vendor; 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 **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

- A. The vendor **shall** 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, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made 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.

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to the Agency 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. The Agency **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. The Agency **shall** have the right to approve or deny the request.

4.7 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** 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 **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.10 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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- 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 Proposal Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Proposal 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 disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **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. Vendor **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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
10. **AMENDMENTS:** Vendor's proposals 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 vendor. 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 vendor.
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 vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency **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 vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. 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 Agency 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 Agency 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 vendors 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. Vendor **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. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. CANCELLATION: In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

25. CONTINGENT FEE: The vendor 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 vendor for the purpose of securing business.

26. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal 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.

27. 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.



NP-19-0021 OFFICIAL BID PRICING SHEET

LETTERHEAD AND ENVELOPES

All bids should be listed on the Official Bid Price Sheet and include all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Agency will not be liable for any costs incurred by the vendor that are not listed on the Official Bid Price Sheet.

Please quote per 1,000. Multiple lines given below for vendors that wish to bid multiple paper types, brands, quantity breaks, etc. Official bid pricing sheet may be reproduced as needed.

Soy Ink Brand and Manufacturer: _____

Rush Order Delivery Fee: \$ _____

<i>Letterhead or Envelope</i>	<i>Price per 1,000</i>	<i>Paper Type</i>	<i>Brand of Stock</i>	<i>Minimum Order Qty</i>
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		
<input type="checkbox"/> LH <input type="checkbox"/> LH pg2 <input type="checkbox"/> ENV <input type="checkbox"/> ENV-Win	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin		

Vendor Name

Authorized Signature

Date

Title



IFB SIGNATURE PAGE **NP-19-0021**

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:			
Address:			
City:		State:	Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American	<input type="checkbox"/> American Indian <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Women-Owned
AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			
ILLEGAL IMMIGRANT CONFIRMATION			
By signing and submitting a response to this <i>Bid Solicitation</i> , 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.			
ISRAEL BOYCOTT RESTRICTION CONFIRMATION			
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.			
<input type="checkbox"/> Prospective Contractor does not and will not boycott Israel.			

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* **will cause the Prospective Contractor's proposal to be disqualified.**

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____



SAMPLE

NE

SAMPLE



**101 COLLEGE DRIVE
HOT SPRINGS NATIONAL PARK,
ARKANSAS 71913**

SAMPLE