



**STATE OF ARKANSAS**  
**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-19-0023	Solicitation Issued:	April 12, 2019
Description:	License Plates		
Agency:	Department of Finance and Administration-Office of Motor Vehicle		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 10, 2019	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:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	<a href="mailto:Brandi.Schroeder@dfa.arkansas.gov">Brandi.Schroeder@dfa.arkansas.gov</a>	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 the Department of Finance Administration-Office of Motor Vehicle (Motor Vehicle) to obtain pricing and a contract to manufacture the State's License Plates and provide associated services as specified herein.

### **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, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for 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. "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.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. "Fiscal Year" means the accounting period used by the State of Arkansas and runs from July 1 through June 30 of the following year.
- F. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- G. "Model License Plate" is a Contractor-manufactured sample of a license plate that the Contractor has never before manufactured for the State of Arkansas (such as new designs or redesigns) and whose artwork has met the final design approval of Motor Vehicle prior to being manufactured.
- H. "Prospective Contractor" means a person who submits a bid in response to this solicitation.

- I. "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.
- J. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- K. "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.
- L. "Useful Performance Life" means the five (5) calendar year period of time beginning on the date a shipment of license plates is received by the State during which the license plates received remain durable and resistant to appreciable discoloration, cracking, glazing, blistering, lifting, dimensional changes, and any other premature deterioration or defect that warrants replacement as determined warranted by the State.

## 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 hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
  - c. One (1) 6x12 inch passenger license plate sample. (See *Passenger License Plate Sample*.)
  - d. An invoice or certification, dated within thirty (30) calendar days of the submission deadline for response as stated on Page 1 of the IFB, from Prospective Contractor's aluminum supplier showing current aluminum price per pound.
2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive in PDF format.
  - a. One (1) copy of the *Official Bid Price Sheet*.
  - b. EO 98-04 *Contract and Grant 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 18, 2019 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 25, 2019. 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 Contractor **shall** only utilize subcontractors (including but not limited to any reflective sheeting subcontractors) having prior experience in providing commodities/services associated with manufacturing jurisdictional license plates similar in size and scope to the State of Arkansas.
- D. The utilization of any proposed subcontractor is subject to approval by the State agency.

### 1.10 **PRICING**

- A. Prospective Contractors **shall** include all pricing on the *Official Bid Price Sheet* only.
- B. For all required commodities and services, the Contractor **shall** bear all costs not included on the *Official Bid Price Sheet* but subsequently incurred in order to achieve successful operation.
  1. If no specific pricing cell is provided for a particular cost of a required commodity or service, the Contractor **shall** bear such expense and **shall** figure that expense amount into any of the provided pricing cells as appropriate to include that expense in the proposed pricing.
  2. Do not alter, write, or mark on the *Official Bid Price Sheet* except to enter the pricing in the designated pricing cells.
- C. 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.
- D. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and contains the following tables for the purposes described below:
  1. Table 1: *One-Time Initial Set-Up Costs* includes the initial set-up costs for all license plates in current circulation within the stated category. See Attachment A: *Current License Plate Images* for license plates in current circulation for all categories.
    - a. Prospective Contractor(s) **shall** enter the one-time initial set-up cost for each listed category.
    - b. Prospective Contractor(s) **shall** include a single set-up cost inclusive of all license plates included within each category.
    - c. The initial set-up cost **must** apply to all license plates in current circulation for the applicable category regardless of color, graphic artwork, etc.

- d. The initial set-up cost **must** include all supplies and actions necessary to begin effectively providing license plates to the State by July 1, 2019 as specified herein including but not limited to the following (as applicable):
      - i. Providing all processes and procedures required to achieve final license plate design approval from Motor Vehicle.
      - ii. Providing digital artwork drawings and all alterations/corrections to the digital artwork drawings as requested by Motor Vehicle.
      - iii. Creating die cuts, embossing plates, and other tools necessary to manufacture license plates.
      - iv. Providing Model License Plates to Motor Vehicle.
      - v. Providing shipping and return shipping.
    - e. Table 1 will be used in determining low cost.
  2. Table 2: *Cost Per Plate* includes the cost for all license plates included in each license plate category listed in Table 2 and detailed on Attachment A: *Current License Plate Images*.
    - a. Prospective Contractor(s) **shall** enter the per plate cost to provide license plates specified herein for all license plates included in each license plate category provided on Table 2 of the *Official Bid Price Sheet*.
    - b. The cost per unit **must** apply to every license plate included in a license plate category regardless of color, graphic artwork, etc., including all license plates in current circulation within a particular category and all newly designed and redesigned license plates manufactured and placed within a particular category during the contract term(s).
    - c. Table 2 will be used in determining low cost.
  3. Table 3: *New Design/Redesign Initial Set-Up Costs* includes the initial cost to set up a newly designed or redesigned license plate requested by Motor Vehicle during the contract term(s). (See *Model License Plates*.)
    - a. For each license plate size listed in Table 3, Prospective Contractor(s) **shall** enter the initial cost to set-up each newly designed or redesigned license plate requested by Motor Vehicle during the contract term(s).
    - b. The initial set-up cost **must** include all costs associated with the development, manufacture, shipping, and delivery of associated Model License Plates including but not limited to:
      - i. Providing all processes and procedures required to achieve final license plate design approval from Motor Vehicle.
      - ii. Providing digital artwork drawings and all alterations/corrections to the digital artwork drawings as requested by Motor Vehicle.
      - iii. Creating die cuts, embossing plates, and other tools necessary to manufacture Model License Plates.
      - iv. Providing shipping and return shipping.
    - c. Table 3 will be used in determining low cost.
  4. Table 4: *Aluminum* will be used to determine the base price for aluminum.
    - a. Prospective Contractors **shall** enter the price per pound for aluminum as provided on the aluminum supplier's invoice or certification.
    - b. Table 4 will not be used in determining low cost.
- E. Prospective Contractors **shall** fill in all blue-shaded cells on the *Official Bid Price Sheet*.

- F. The amounts entered on Tables 2 and 3 will be totaled into the Grand Total Estimated Cost Per Year cell.
- G. The amounts entered on Tables 1, 2, and 3 will be totaled into the Grand Total Estimated Cost for Initial Contract Year cell.
- H. Low Cost Determination will be made using the amount auto-populated into the Grand Total Estimated Cost for Initial Contract Year cell on the *Official Bid Price Sheet*.
- I. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.
- J. DO NOT submit any ancillary information not related to actual pricing on or with the *Official 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 hard 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 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 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 as determined by the amount auto-populated into the Grand Total Estimated Cost for Initial Contract Year pricing cell on the *Official Bid Price Sheet*.
- 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 (14) 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 as a hardcopy accompanying 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 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:

<https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>.

Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**1.24 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.

**1.25 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.

**1.26 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 the behalf of the Department of Finance Administration-Office of Motor Vehicle (Motor Vehicle) to obtain pricing and a contract to manufacture the State's License Plates (Plates) and provide associated services as specified herein.

Historically, Motor Vehicle orders an average of 775,000 Plates per Fiscal Year. The State of Arkansas is strictly providing this estimate as a courtesy to Prospective Contractors. The Prospective Contractor **shall not** interpret this estimate, or any other estimate provided in this IFB or on the *Official Bid Price Sheet*, to be a guarantee of actual contract volume or conditions existing during the term(s) of any contract resulting from this IFB.

The scope of this IFB includes:

- Manufacturing Plates
- Providing Model License Plates
- Packaging
- Shipping and delivery

The following attachments are provided with the solicitation for informational purposes and are intended to supplement the written specifications and Requirements stated in this IFB and provide a visual representation for the Plates in current circulation:

- Attachment A: *Current License Plate Images*—provides images of the Plate designs in current circulation in each of the twelve (12) categories listed. Prospective Contractors may use Attachment A to familiarize themselves with the components of the Plates, such as the digital artwork, various background colors, and emblem inserts of Plates within each category. The twelve (12) categories are:
  - Dealer Plates
  - Truck and Trailer Plates
  - Antique Car Plates
  - Diamond Design Permanent Passenger Plates
  - Diamond Design Other Plates
  - Specialty Plates
  - Game & Fish Plates
  - Congressional Plates
  - Collegiate/Fraternity & Sorority Plates
  - Military Plates
  - Motorcycle Plates
  - Motorcycle Specialty Plates
- Attachment B: *License Plate Label*—provides a labeled Plate sample design that includes the various components of the Plates as described throughout this solicitation, including:
  - Issuing jurisdiction name—*Arkansas* or an abbreviated version of *Arkansas*, generally at the top of the Plate between the top mounting holes, that may be embossed or graphic, depending on the Plate design.

- Alphanumeric identification number—the unique registration number assigned to each vehicle upon registration.
- Decal wells—rectangular debossed wells designated for state issued decals.
- Mounting holes—stamped round holes for mounting Plates to vehicles.
- Stacked letter insert—two (2) embossed or graphic letters stacked one on top of the other, unique to a Plate design, as part of the Plate alphanumeric identification number.
- Emblem insert—emblem, unique to a Plate design, generally situated before, in, or after the alphanumeric identification number that may be embossed or graphic, depending on the Plate design.
- Plate type indicator—embossed or graphic slogan, classification, or messaging generally at the bottom of the Plate between the bottom mounting holes.
- Digital artwork—graphic background image unique to a Plate design (such as the backgrounds on all of the Game & Fish Plate designs on Attachment A: *Current License Plate Images*) that may be screen printed or digitally printed.
- Background color—background color of the Plate unique to a Plate design.
- Border or trim—color lines bordering the Plate unique to a Plate design that may be printed or embossed.
- Attachment C: *Security Features and Warranty Marks*—provides a diagram of the three (3) security feature and warranty mark types found on Plates in current circulation in Arkansas. (See *Security Feature and Warranty Mark Requirements*.)
- Attachment D: *Mounting Hole Placement*—provides a diagram of mounting hole placement for 6x12 inch Plates.

## 2.2 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. The Prospective Contractor **shall** have manufactured license plates to at least three (3) jurisdictions similar in size and scope to the State of Arkansas.
- B. Upon response submission, the Prospective Contractor **shall** have the technology available to emboss alphanumeric license plates via both conventionally and digitally-printed methods.
- C. Upon response submission, the Prospective Contractor **shall** have the technology available to send and receive order and shipment information via file transfer protocols (FTP) file interface provided to the Contractor by the State after award.
- D. Upon response submission, the Prospective Contractor **shall** have an open and operational manufacturing facility.
  - 1. The manufacturing facility **must** contain all applicable tools, equipment, and materials to efficiently and effectively manufacture and ship Plates to the State of Arkansas and to meet all Requirements specified herein.
- E. As a Bid Submission Requirement, Prospective Contractor(s) **shall** submit an invoice or certification, dated within thirty (30) calendar days prior to the submission deadline for bid response as stated on Page 1 of the IFB, from Prospective Contractor's aluminum supplier showing the current aluminum price per pound charged by the aluminum supplier.

## 2.3 **PASSENGER PLATE SAMPLE**

- A. As a Bid Submission Requirement, Prospective Contractor(s) **shall** submit one (1) 6x12 inch passenger Plate sample of the Diamond Design Permanent Passenger Plate with their bid response.
- B. The Prospective Contractor **shall** manufacture the Diamond Design Permanent Passenger Plate sample in accordance with the Requirements of this solicitation.

- C. The State will provide an example of a Diamond Design Permanent Passenger Plate that the Prospective Contractor may use as a guide in manufacturing the sample Diamond Design Permanent Passenger Plate Bid Submission Requirement.
1. To obtain a Diamond Design Permanent Passenger Plate example, the Prospective Contractor **shall** make a request in writing to the OSP buyer.
    - a. Email, fax, or hard copy deliveries of requests are acceptable.
    - b. Upon receipt of the request and necessary shipping information, the Prospective Contractor will be notified by email that a copy of the Diamond Design Permanent Passenger Plate example will be shipped within one (1) business day.
    - c. Standard shipping will be through the U.S. Postal Service. If requested, shipment can also be made through UPS or FedEx. If the Prospective Contractor requests delivery via UPS or FedEx, the Prospective Contractor **must** provide a FedEx pre-paid account number or a UPS shipping label to cover costs for these deliveries.
    - d. To request the Diamond Design Permanent Passenger Plate example:
      - i. By mail: Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222  
Attn: Brandi Schroeder
      - ii. By email: [Brandi.Schroeder@dfa.arkansas.gov](mailto:Brandi.Schroeder@dfa.arkansas.gov)
      - iii. By fax: 501-324-9311  
Attn: Brandi Schroeder
    - e. In the request, the Prospective Contractor **shall** provide:
      - i. Prospective Contractor name and shipping address.
      - ii. Contact name, address, email, and phone number.
      - iii. Desired method of shipment: USPS, FedEx, Or UPS.
      - iv. If FedEx or UPS:
        - State desired shipping time (standard, 2-day, overnight, etc.).
        - Provide pre-paid FedEx account number or UPS shipping label to cover cost of shipping.
        - Provide physical shipping address (not a PO Box).
- D. Motor Vehicle and Arkansas State Police (ASP) will examine the Diamond Design Permanent Passenger Plate sample submitted by the lowest bidding Prospective Contractor for compliance with the Requirements of this solicitation including but not limited to Requirements associated with:
1. Colors.
  2. Graphics.
  3. Retroreflective sheeting.
  4. Alphanumeric sizing.
  5. Substrate composition.
  6. Plate measurements.
  7. Type 1 security features and warranty marks. (See *Security Feature and Warranty Mark Requirements*).

- E. Should the examination performed by Motor Vehicle and ASP reveal the Diamond Design Permanent Passenger Plate sample submitted by the lowest-bidding Prospective Contractor does not adhere to the Requirements of this solicitation, the Prospective Contractor's bid will be rejected.
- F. Should the lowest-bidding Prospective Contractor's bid be rejected, Motor Vehicle and ASP will examine the Diamond Design Permanent Passenger Plate sample submitted by second lowest-bidding Prospective Contractor for compliance with the Requirements of this solicitation. Motor Vehicle and ASP will continue this process until a responsive Prospective Contractor has been determined.

## 2.4 **GENERAL REQUIREMENTS**

- A. The Contractor **shall** manufacture Plates in accordance with applicable State and Federal laws.
- B. Unless otherwise specified in this IFB or by Motor Vehicle, the Contractor **shall** manufacture Plates in accordance with industry standards, including the standards and methods outlined with International Organization for Standardization (ISO) 7591-1982, Society of Automotive Engineers (SAE)—Motor Vehicle License Plates Standard J686 (revised July 2012), American Association of Motor Vehicle Administrators (AAMVA) license plate standards, and American Society for Testing and Materials (ASTM) International retroreflection standards.
- C. The Contractor **shall** send and receive order and shipment information via a State-hosted FTP file interface.
- D. Finished Plates **must** have a Useful Performance Life of five (5) consecutive calendar years from the date the State receives the shipment of Plates from the Contractor.
  - 1. The Contractor **shall** replace any Plate(s) that has a Useful Performance Life of less than five (5) calendar years at no cost to the State, as determined and requested by Motor Vehicle.
- E. The Contractor **shall not** skip or duplicate Plate alphanumeric identification numbers during the manufacturing process.
  - 1. Motor Vehicle will notify the Contractor via email regarding any duplicated or skipped Plate alphanumeric identification number(s).
  - 2. Upon receipt of the notification, the Contractor **shall** credit the State's account equal to the initial amount charged for each duplicated and skipped Plate alphanumeric identification number(s).
  - 3. The Contractor **shall** apply the credit to the first invoice generated after the receipt of notification by the Contractor regarding the duplicated or skipped Plate alphanumeric identification number(s).
- F. The Contractor **shall** keep and maintain all manufacturing tools, equipment, and materials in optimal working order.
- G. The Contractor **shall** use materials that allow for a variety of fabrication processes including alphanumeric embossing/debossing, rim embossing/debossing, and conventional and digital printing.
- H. The Contractor **shall** maintain consistency of printing and roll coat inks throughout the contract term(s).
  - 1. Colors **must** not differ or fade from the beginning of the first alphanumeric identification number included in an order received by Motor Vehicle through the last alphanumeric identification number included in the same order.
- I. The Contractor **shall** manufacture Plates and **shall** fill Plate orders as specified by Motor Vehicle.
- J. Except for motorcycle Plates, all finished Plates **must** be approximately six (6) inches in width and twelve (12) inches in length.
  - 1. Finished motorcycle Plates **must** be approximately four (4) inches in width and seven (7) inches in length.

## 2.5 **INITIAL CONTRACT YEAR SET-UP**

- A. The Contractor **shall** attend a conference call with Motor Vehicle within five (5) business days of contract award to allow both parties to make introductions and establish points of contact.
- B. During the conference call, Motor Vehicle will:

1. Discuss order and shipment deadlines within the initial set-up period
  2. Specify which Plate designs will require Model License Plates during the initial set-up period.
  3. Discuss other topics as determined by Motor Vehicle.
- C. The Contractor **shall** adhere to the initial set-up order and shipment schedule established by Motor Vehicle.
- D. The Contractor **shall** provide Model License Plates to Motor Vehicle during the initial set-up period as specified. (See *Model License Plates*.)
- E. The Contractor **shall** follow the processes, procedures, and Requirements specified in this IFB and **shall** begin accepting and filling Personalized Passenger Plate orders as specified herein by July 1, 2019 (see *Personalized Passenger License Plates*).
1. The Contractor **shall** begin accepting and filling all other Plate orders (excluding Personalized Passenger Plates) as specified herein by August 1, 2019.

## 2.6 LICENSE PLATE SUBSTRATE REQUIREMENTS

- A. The Contractor **shall** manufacture Plates using 3105 recycled aluminum.
- B. The aluminum **must** be manufactured in a certified aluminum mill.
1. The Contractor **shall** provide a copy of the mill certification if requested by Motor Vehicle.
- C. The aluminum **must** have a nominal thickness (caliper) of 0.027 inches (+.002 or -.002).
- D. The aluminum **must** have conversion coating on both sides.
1. The Contractor **shall** use conversion coating that has been recommended by the reflective sheeting supplier.
- E. The aluminum **must** possess a hardness (temper) that provides for optimum embossing characteristics.
- F. The aluminum **must not** crack or break when embossed.

## 2.7 RETROREFLECTIVE SHEETING

- A. The Contractor **shall** apply the retroreflective sheeting to the front side of the aluminum substrate only.
- B. The Contractor **shall** maintain a compatible color match consistent with current Arkansas Plates or any new design or redesign requested and approved by Motor Vehicle during the contract term(s).
1. The retroreflective sheeting colors currently in use in Arkansas include straw, silver gray, green, gold, yellow, red, and sky blue in enclosed lens and/or prismatic sheeting. (see Attachment A: *Current License Plate Images*.)
- C. The retroreflective sheeting **must** have a pre-coated pressure sensitive adhesive on the back with a removable liner.
1. Adhesive **must** permanently adhere to the conversion coated aluminum substrate.
  2. The Contractor **shall** follow the retroreflective sheeting manufacturer's application specifications.
- D. The retroreflective sheeting **must** be similar in day color and reflective night color.
- E. The Contractor **shall** utilize retroreflective sheeting in solid colors and in pre-printed graphic (such as the Diamond Design Plate graphic), as specified by Motor Vehicle upon ordering.
- F. The Contractor **shall** finish Diamond Design Plates with prismatic retroreflective sheeting.
1. Currently, Diamond Design Plates include Permanent Passenger, Personalized Passenger, and Amateur Radio plate designs.
  2. Prismatic retroreflective sheeting **must** be high definition, durable, all-weather, retroreflective sheeting consisting of micro-replicated optical elements protected by a durable top film.

- G. The Contractor **shall** finish all other Plate designs with enclosed lens retroreflective sheeting.
1. Enclosed lens retroreflective sheeting **must** be durable, retroreflective sheeting consisting of lens elements enclosed with a transparent resin.

## 2.8 **SECURITY FEATURE AND WARRANTY MARK REQUIREMENTS**

- A. The retroreflective sheeting **must** include tamper-resistant security features and warranty marks as specified by Motor Vehicle. (See Attachment C: *Security Features and Warranty Marks*.)
1. Security features and warranty marks **must** be of a design whereby they assist authorities with verifying authenticity, defending against counterfeiting, and providing production and warranty traceability.
  2. The Contractor **shall** place security features and warranty marks on all Plates as specified by Motor Vehicle.
  3. The type of security features and warranty marks will vary by Plate design as discussed in greater detail below.
- B. The security features and warranty marks **must** be integral to the sheeting itself, **must not** disrupt the overall appearance of the Plate under normal viewing conditions, and **must not** compete or conflict with vital Plate information.
- C. When properly affixed to a vehicle's designated mounting area, security features and warranty marks **must** be visible from a head-on distance of approximately ten (10) feet.
- D. The security features and warranty marks **must** meet or exceed the technical performance of all security feature and warranty mark types currently in use by Motor Vehicle.
- E. Motor Vehicle currently has Plate designs incorporating three (3) different security feature and warranty mark types as described below:
1. Security feature and warranty mark Type 1 applies to all Diamond Design Permanent Passenger and Diamond Design Other Plates (see Attachment A: *Current License Plate Images*) and **must**, at minimum, include the following feature(s):
    - a. A repeating watermark security image in the shape of the State with "AR" inside of the State outline running vertically down the left side of the Plate.
    - b. A double line wave (or similar) security thread pattern running vertically down the center of the Plate.
    - c. A warranty mark running vertically down the right side of the Plate that includes the sheeting production run number designating the source of manufacture and specific lot from which the material was supplied.
  2. Security feature and warranty mark Type 2 applies to Dealer, Truck and Trailer, Antique Car, yellow Congressional, Motorcycle, and Motorcycle Specialty (excluding VFW design) Plates and **must**, at minimum, include the following features:
    - a. A directional, repeating security image in the shape of the State with the lot number information printed within the image running vertically down the center of the Plate.
      - i. The lot information **must** include the sheeting production run number that designates the source of manufacture and specific lot from which the material was supplied.
    - b. A double line wave (or similar) security thread pattern running vertically down the center of the Plate.
  3. Security feature and warranty mark Type 3 applies to all Specialty, Congressional (except yellow plates), Game & Fish, Collegiate/Fraternity & Sorority, Military, and VFW Motorcycle Plate designs, and **must**, at minimum, include the following feature(s):
    - a. A directional, repeating, circular (or similar) security image with the lot number information printed within the image running vertically down the center of the Plate.

- i. The lot information **must** include the sheeting production run number that designates the source of manufacture and specific lot from which the material was supplied.

- F. The final design and style of all security features and warranty marks **must** meet Motor Vehicle approval prior to Plate manufacture.

## 2.9 **DECAL WELL REQUIREMENTS**

- A. All 6x12 inch Plates **must** have two (2) decal wells positioned at the top right and top left corners of the Plate. (See Attachment B: *License Plate Label*.)
  - 1. All 6x12 inch Plate decal wells **must** be approximately 1.65 inches wide and 1.15 inches in height.
- B. All decal wells **must** be positioned at approximately 0.55 inches from the top edge of the Plate and 0.60 inches from their respective side edges of the Plate.

## 2.10 **EMBOSSING AND STAMPING REQUIREMENTS**

- A. All Plates **must** be covered by a clear, protective, overlamine prior to alphanumeric embossing.
- B. All embossing, corners, rims, and mounting holes **must** match to current Arkansas Plates and any new design or redesign requested and approved by Motor Vehicle during the contract term(s).
  - 1. The Contractor may request examples of Plates in current circulation after contract award.
- C. The Contractor **shall** emboss all alphanumeric identification number characters, stacked letter inserts, emblem inserts, and rimming as specified by Motor Vehicle.
- D. Dealer Plates, motorcycle Plates, Congressional Plates, truck and trailer Plates, and other Plates specified by Motor Vehicle **must** have a raised border that is approximately 0.125 inches in width.
  - 1. The raised border **must** be approximately 0.25 inches in from each edge of each Plate.
- E. All 6x12 inch Plates **must** have rounded corners with an approximate 0.625-inch radius.
- F. Except on the Dr. Martin Luther King, Jr. Plate design (included in the Specialty Plates category), all Plates **must** have two (2) mounting holes stamped into the top of the Plate (approximately 0.50 inches from the top edge of the Plate) and two (2) mounting holes stamped into the bottom of the Plate (approximately 0.50 inches from the bottom edge of the Plate).
  - 1. Dr. Martin Luther King, Jr. Plates **must** have only two (2) mounting holes stamped into the top of the Plate.
- G. Mounting holes on all 6x12 inch Plates **must** be approximately seven (7) inches apart from center to center horizontally across the Plate and **must** be centered approximately 2.25 inches from each end of the Plate. (See Attachment D: *Mounting Hole Placement*.)
- H. Except on the Dr. Martin Luther King, Jr. Plate design, mounting holes on all 6x12 inch Plates **must** be approximately 4.75 inches apart from center to center vertically down the Plate. (See Attachment D: *Mounting Hole Placement*.)
- I. All mounting holes **must** have a diameter of approximately 0.25 inches.

## 2.11 **CHARACTER SIZING AND PLACEMENT**

- A. Alphanumeric characters **must** be the same size, style, color, and placement as current issue Plates or as otherwise specified by Motor Vehicle. (See Attachment A: *Current License Plate Images*.)
- B. The name of the issuing jurisdiction and plate type indicator **must** be at least 0.25 inches from the edge of the Plate.
  - 1. The issuing jurisdiction name and plate type indicator of dealer, truck and trailer, motorcycle, antique, and specified Congressional Plates **must** be embossed unless otherwise specified by Motor Vehicle.
  - 2. The issuing jurisdiction name and plate type indicator of all other Plates **must** be printed unless otherwise specified by Motor Vehicle.



- C. Alphanumeric identification numbers, stacked letter inserts, and embossed emblem inserts **must** be embossed to approximately 0.065 to 0.075 inches deep and **must** be of uniform size and shape.
- D. All alphanumeric identification numbers **must** be positioned on the Plate approximately 1.25 inches away from the bottom edge of the Plate and approximately 1.875 inches away from the top edge of the Plate.
- E. Alphanumeric identification numbers zero (0) through nine (9) **must** be approximately 2.75 inches in height with an approximate 0.30 inches stroke width unless otherwise specified by Motor Vehicle.
  - 1. Alphanumeric identification numbers zero (0) and two (2) through (9) **must** be approximately 1.25 inches wide, and alphanumeric identification number one (1) **must** be approximately 0.40 inches wide unless otherwise specified by Motor Vehicle.
- F. Alphanumeric identification numbers A-Z **must** be approximately 2.75 inches in height by one (1) inch wide with a 0.35 inches stroke width unless otherwise specified by Motor Vehicle.
- G. All alphanumeric identification numbers **must** start on the same bottom base line.

## **2.12 REQUIREMENTS UNIQUE TO MOTORCYCLE LICENSE PLATES**

- A. Motorcycle Plates **must not** have decal wells.
- B. Motorcycle Plates **must** have rounded corners with an approximate 0.375-inch radius.
- C. Mounting holes on motorcycle Plates **must** be approximately 5.75 inches apart from center to center horizontally across the Plate and **must** be centered approximately 0.625 inches from each end of the Plate.
- D. Mounting holes on motorcycle Plates **must** be approximately 2.75 inches apart from center to center vertically down the Plate and **must** be centered approximately 0.375 inches from the top and bottom of each Plate.

## **2.13 PERSONALIZED PASSENGER LICENSE PLATES**

- A. Personalized Passenger Plates will fall in the Diamond Design Other Plate category.
- B. Motor Vehicle will provide details for Personalized Passenger Plate orders via FTP file interface.
- C. The Contractor **shall** retrieve Personalized Passenger Plate orders from the FTP file interface by Saturday of each week.
- D. The Contractor **shall** manufacture and ship the Personalized Passenger Plate order as specified by Motor Vehicle within two (2) weeks of receipt of the order via FTP file interface.
  - 1. The Contractor may contact Motor Vehicle if the Contractor has questions or concerns about the order.

## **2.14 MODEL LICENSE PLATES**

- A. Periodically throughout the contract term(s), the State may add new Plate designs and/or may redesign Plates currently in production.
  - 1. The new designs and redesigns will fall under the most appropriate existing Plate category, as mutually agreed upon by Motor Vehicle and the Contractor. Motor Vehicle reserves the right to have final determination of category placement. (See Attachment A: *Current License Plate Images*.)
  - 2. The Contractor **shall** apply the same price to all new designs and redesigns as is applied to the existing Plates included in the category in which the new design or redesign is placed.
- B. The Contractor **shall** provide Model License Plates of new designs and redesigns as requested by Motor Vehicle.
- C. The Contractor **shall** manufacture all new designs and redesigns requested by Motor Vehicle.
- D. Prior to manufacture of a newly designed or redesigned Plate, Motor Vehicle will submit the artwork design to the Contractor via email.
- E. Within two (2) weeks of the Contractor's receipt of the artwork, the Contractor **shall** submit a digital artwork file, such as a .pdf file or other file approved by Motor Vehicle, to Motor Vehicle via email.

1. Should Motor Vehicle not approve the digital artwork drawing, Motor Vehicle will notify the Contractor via email of any necessary changes.
  2. The Contractor **shall** make changes to the digital artwork drawing specified by Motor Vehicle and **shall** submit the amended digital artwork drawing to Motor Vehicle via email within one (1) week of change notification.
  3. The Contractor **shall** repeat IFB Item 2.14.E.2. until the digital artwork drawing meets the approval of Motor Vehicle.
- F. Within three (3) weeks of receiving the final approval of the digital artwork drawing from Motor Vehicle, the Contractor **shall** manufacture and ship five (5) Model License Plates to Motor Vehicle via USPS/FedEx/UPS mail.
1. The Model License Plates **must** include the exact sheeting and embossed color combinations specified by Motor Vehicle and all characteristics of the approved digital artwork drawings.
- G. Motor Vehicle and ASP will examine the Model License Plates for compliance with the Requirements of this IFB and the approved digital artwork drawings, such as background color, retroreflective sheeting, alphanumeric size, security features, and substrate composition.
1. Should Motor Vehicle and ASP not approve the Model License Plates, Motor Vehicle will notify the Contractor via email of any necessary changes.
  2. Within two (2) weeks of receiving the change notification from Motor Vehicle, the Contractor **shall** make all changes to the Model License Plates specified by Motor Vehicle and **shall** manufacture and ship five (5) amended Model License Plates to Motor Vehicle via USPS/FedEx/UPS mail.
  3. The Contractor **shall** repeat IFB Item 2.14.G.2. until the Model License Plates meet the approval of Motor Vehicle.
- H. Once the Model License Plates have been approved, Motor Vehicle will place a full Plate order and the Contractor **shall** manufacture and ship the full Plate order within six (6) weeks of order receipt.
- I. The Contractor **shall** follow the procedures for Model License Plates as required and specified herein for any Plate the Contractor has never before manufactured for the State of Arkansas as determined necessary by Motor Vehicle. (See *Initial Contract Year Set-Up*.)

## **2.15 PACKAGING AND SHIPPING REQUIREMENTS**

- A. Whenever order quantity permits, the Contractor **shall** package Plates in 200-hundred-pound capacity, corrugated boxes, or other weight rating as appropriate for the shipment of one hundred (100) finished aluminum Plates.
- B. Whenever order quantity permits, the Contractor **shall** package one hundred (100) Plates in each box, placed in ascending, consecutive, numerical order by alphanumeric identification number, with fifty (50) Plates faced up and fifty (50) Plates faced down.
  1. All Plates **must** be packed into the box separated by a non-stick slip sheet.
  2. All Plates **must** be packed into the box with the top edges of the Plates aligned.
- C. The Contractor **shall** include a packing slip in each box that includes:
  1. The packing slip number.
  2. The State-issued purchase order number(s).
  3. The total number of Plates contained within the box.
  4. The box number of the shipment (i.e. Box 1 of 10).
  5. The range of the Plate alphanumeric identification numbers.
  6. The date of the shipment.

- D. The Contractor **shall** secure the box for shipping and take all reasonable precautions to prevent damage to the Plates during shipping.
1. Motor Vehicle will notify the Contractor via email regarding receipt of any damaged Plates.
  2. The Contractor **shall** credit the State's account for each Plate damaged during shipment.
  3. The Contractor **shall** apply the credit to the first invoice generated after receipt of damaged Plate notification.
- E. The Contractor **shall** affix a human readable and Code 39 barcode shipping label to each box and include a packing slip in each box that clearly indicates the following information:
1. Motor Vehicle's shipping address, contact name, and phone number.
  2. The State-issued purchase order number(s).
  3. The alphanumeric identification numbers and plate type indicator of the Plates contained within the box.
  4. The box number of the shipment (i.e., Box 1 of 10).
  5. Boxes containing Personalized Passenger Plates will not include barcode shipping labels.
- F. The Contractor **shall** utilize standard sized pallets and **shall** load pallets with eighty (80) boxes per pallet whenever possible.
1. Individual box shipments will not require pallet shipping.
- G. The Contractor **shall** shrink wrap each pallet with plastic wrap or other appropriate material to secure boxes to the pallets.
- H. The Contractor **shall** load pallets on the vehicle by which they will be transported in descending alphanumeric order by alphanumeric identification number.
1. For example, in an order containing two (2) pallets, one (1) pallet with alphanumeric identification number 000 AAA through 111 BBB and one (1) pallet with alphanumeric identification numbers 111 CCC through 222 DDD, the Contractor would load the pallet containing Plates with alphanumeric identification numbers 000 AAA through 111 BBB first so that it would be the last to be unloaded.
- I. The Contractor **shall** affix a human readable and Code 39 barcode pallet label to each pallet that includes the following data:
1. The State ship to address with contact name.
  2. The pallet ID or physical pallet number.
  3. Additional information as requested by Motor Vehicle.
- J. As confirmation of shipment, the Contractor **shall** send a file to Motor Vehicle within twenty-four (24) hours of shipping the Plates via an FTP file interface.
1. Motor Vehicle will provide the FTP file interface details to the Contractor after contract award.
  2. The file **must** include the following information:
    - a. The State-issued purchase order number(s).
    - b. The total number of pallets.
    - c. The total number of boxes.
    - d. The total number of Plates.
    - e. The range of the Plate alphanumeric identification numbers.
    - f. The date the order was placed.

- K. The Contractor **shall** adhere to all packaging and shipping specifications provided by Motor Vehicle for smaller orders.

## 2.16 **PROPERTY RIGHTS**

- A. Upon expiration or termination of the resulting contract, the Contractor **shall** transfer property rights of all deliverables (intellectual and tangible) to Motor Vehicle and **shall not** hold ownership or an intellectual property claim to any deliverable associated with the Motor Vehicle 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 the Motor Vehicle account and **shall** transfer all data and deliverables associated with the Motor Vehicle account to Motor Vehicle 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 the Motor Vehicle.
- C. The Contractor **shall not** utilize any portion of the data or deliverables for any other purpose outside of the specifications of this IFB.

## 2.17 **OPTIONAL SERVICES**

- A. Throughout the term(s) of any contract resulting from this IFB and as requested by Motor Vehicle and/or required by law, the State reserves the right to add, change, or remove any commodities and/or services offered by the Contractor under the scope of any contract resulting from this IFB.
1. These may be additional commodities and/or services as offered in the Prospective Contractor's bid submission and/or newly created commodities and/or services based on improving technology or changes in Federal and/or State mandates which fall under the scope of work.
  2. If pricing for these commodities and/or services is not already submitted on the *Official Bid Price Sheet*, the Contractor **shall** negotiate pricing with Motor Vehicle if and when the commodities and/or services are added, changed, or removed.
  3. Pricing **must** be consistent with current contract pricing for similar commodities and/or services and **must** be agreed upon in writing between Motor Vehicle and the Contractor prior to the addition, change, or removal of the commodity and/or service.
- B. At some point during the term of any resultant contract, the State may choose to add optional services which may include but not be limited to:
1. Satellite Revenue Office Distribution
    - a. If requested during the term of any resultant contract, the Contractor **shall** ship individual boxes of Plates to Satellite Revenue offices via standard ground shipment.
  2. Direct to Motorist Distribution
    - a. If the State requires Direct-to-Motorist shipments to include print-on-demand (POD) registration documents, the State will provide POD printers(s) and paper to the Contractor for the printing of required registration documents.
    - b. If requested during the term of any resultant contract, the Contractor **shall** ship individual Plates, registration, and validation stickers directly to Motor Vehicle customers.
    - c. The Contractor **shall** utilize the most accurate and economical mailing via USPS first class postage.
  3. License Plate Bar Codes

- a. If requested during the term of any resultant contract, the Contractor **shall** print a barcode label on the face of each specified Plate as an integral part of the Plate.
- b. If requested during the term of any resultant contract, the Contractor **shall** affix a printed barcode label to the backside of each Plate.

## 2.18 **DELIVERY: FOB DESTINATION**

AR Department of Finance and Administration - Office of Motor Vehicle  
Charles Ragland Bldg., Room B140, MV Tag Room  
1900 West 7<sup>th</sup> Street  
Little Rock, AR 72201

- A. The Contractor **shall** adhere to the delivery schedule as specified by Motor Vehicle.
  1. Throughout the contract term(s), each shipment of Plates may have a different delivery schedule.
  2. Permanent Passenger Plates require delivery on a schedule basis while most other Plates require delivery on an as-needed basis.
  3. Motor Vehicle reserves the right to delay delivery of Plates and to specify a later schedule for delivery.
  4. The anticipated delivery schedule for Permanent Passenger Plates to Motor Vehicle is as follows:
    - a. August 27, 2019      125,000 Plates
    - b. November 13, 2019   100,000 Plates
    - c. January 13, 2020     100,000 Plates
    - d. March 13, 2020      125,000 Plates
    - e. May 28, 2020        100,000 Plates
- B. The Contractor **shall** provide inside delivery service at no additional cost to the State.
- C. All deliveries **must** be made between 8:00 a.m. to 4:30 p.m. Central Time on business days (excluding State holidays) and within the agreed upon number of days unless otherwise arranged and approved by Motor Vehicle.
  1. 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/>.
- D. The Contractor **shall** give Motor Vehicle 24-hour notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
  1. Motor Vehicle will provide the agency contact information after contract award.
- E. The Contractor **shall** properly package shipments to prevent damage.
  1. The Contractor **shall** cover all loss or damage that occurs during shipping prior to the order being received by the agency.

## 2.19 **ACCEPTANCE STANDARDS**

- A. Inspection and acceptance/rejection of product(s) will be made within ninety (90) days of receipt.
- B. The State has the option to return any product(s) within the ninety (90) day timeframe for any reason.
- C. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

## 2.20 **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. *Table A: 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.

**TABLE A: PERFORMANCE STANDARDS**

Criteria	Performance Standard	Damages
Quality	License Plates remain durable and resistant to discoloration, cracking, glazing, blistering, lifting, dimensional changes, premature deterioration, and all other defects for five (5) consecutive years (Useful Performance Life) from the date the State receives the license plate shipment from the Contractor.	<p>Full credit on the first invoice generated after the receipt of notification by the Contractor for all instances whereby a license plate fails to meet its Useful Performance Life.</p> <p>25% credit on the final invoice submitted during the Fiscal Year for any five (5) instances during the Fiscal Year whereby a license plate fails to meet its Useful Performance Life.</p>
	License Plate alphanumeric identification numbers are not duplicated or skipped during the manufacturing process.	<p>Full credit on the first invoice generated after the Contractor receives notification from the State for the cost of each duplicated or skipped alphanumeric identification number.</p> <p>25% credit on the final invoice submitted during the Fiscal Year for any five (5) instances during the Fiscal Year whereby an alphanumeric identification number is duplicated or skipped.</p>
	Consistency of roll coat ink and printing colors remain consistent as stated in the IFB.	25% credit on the first invoice generated after the Contractor receives notification from the State for each instance whereby the Contractor fails to maintain consistency of roll coat ink and printing colors throughout an order received by Motor Vehicle.
Timeliness	License plate orders are delivered to Motor Vehicle on or before the specified delivery date(s) and schedule provided to the Contractor by Motor Vehicle.	\$50 credit on invoice for each business day past the delivery date specified by Motor Vehicle whereby license plate orders are not received by Motor Vehicle.

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

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

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

- A. Forward invoices to:
- Department of Finance and Administration  
Administrative Services  
PO Box 2485  
Little Rock, AR 72203
- 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 **shall** include the following information on each invoice:
1. The State-issued purchase order number(s)
  2. The category, description, and quantity ordered of each Plate.
  3. The unit price of each Plate.
  4. The order date and shipping date of the order.
  5. The packing slip number.
  6. Other information requested by Motor Vehicle.
- 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 thirty (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 ADJUSTMENTS**

- A. Price adjustments 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. If the request is due to an industry-wide aluminum price increase, the Contractor **shall** submit an invoice or certification from the Contractor's aluminum supplier showing current aluminum price per pound.

1. The invoice or certification **must** be dated within thirty (30) days of the price adjustment request.
- D. Increases will not be considered to increase profit or margins.
- E. OSP has the right to approve or deny the request.
- F. If there is a request for a price increase due to an industry-wide aluminum price increase, the State will use the following formula to determine aluminum price increases:

$$A-B=C$$

A = New price per pound (from the aluminum supplier's invoice or certification)  
 B = Base price per pound (previous price quote)  
 C = Change in price per pound

- G. The State will use the following formulas to determine the change in price per Plate:

$$C/5.08=D$$

5.08 = Number of 6x12 inch Plates per pound of aluminum  
 D = Change in price per 6x12 inch Plate

$$C/12.98=E$$

12.98 = Number of 4x7 inch Plates per pound of aluminum  
 E = Change in price per 4x7 inch Plate

### 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.