



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-19-0100	Solicitation Issued:	May 17, 2019
Description:	Arkansas State Highway Maps		
Agency:	Arkansas Department of Transportation		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	June 4, 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 7th 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.</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">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	Brandi.Schroeder@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

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) for the Arkansas Department of Transportation (ARDOT) to obtain pricing and a contract for the printing of the Arkansas State Highway Map.

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 July 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. "Accordion Style Fold" means a fold technique using a series of alternating folds, whereas each subsequent fold is made in the opposite direction of the fold preceding it to minimize bulk and fold compactly.
- D. "Author's Alteration" means a mark-up correction made by ARDOT to a Map Proof that is the result of an error in the high-definition, portable document format (PDF) file images ARDOT provides to the Contractor, or a change ARDOT wishes to make to the Arkansas State Highway Map after the Contractor has printed the Map Proof. Author's Alterations do not include any Printer's Errors.
- E. "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.
- F. "Bleed" means a printed image extending beyond the trim edge of the sheet or page.
- G. "Broken Serifs" means the broken short lines stemming from and at an angle to the upper and lower ends of the strokes of a letter.
- H. "Contractor" means a person who sells or contracts to sell commodities and/or services.

- I. "Fluctuating Alignment" means changing frequently and uncertainly the proper positioning or state of adjustment of parts or print in relation to each other.
- J. "Four-color Process" means a technique of printing that uses black, magenta, cyan, and yellow to simulate full-color images.
- K. "Ghosting" means an unwanted faint image of a design in solid printing areas that is not intended to receive that portion of the image.
- L. "Hairlines" means unwanted tiny or fine lines that appear in the final printed product.
- M. "Hickey" means an unwanted spot or imperfection caused by debris on the printing plate, blanket, gravure cylinder, or other image-carrying surface.
- N. "Hot Spot" means unwanted weak ink coverage or visible dot gain caused by an air bubble or debris on the printing plate.
- O. "Hollow Type" means the misdistribution of ink that appears as partially printed letters in type.
- P. "Inside Delivery" means delivery of an order to a specified location that may or may not have an accessible loading dock, breaking open the pallet, and hand delivering individual boxes to a specified room(s) or area(s).
- Q. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- R. "Map Proof" means a high-definition, digitally-printed, prestige quality sample of the Arkansas State Highway Map supplied to ARDOT by the Contractor that represents a near-exact model of how the finished Arkansas State Highway Map will appear in all aspects possible, except that it is printed digitally rather than on the printing press.
- S. "Overrun" means additional printed Maps over the quantity ordered.
- T. "Printer's Error" means a mark-up correction made by ARDOT to a Map Proof that is a result of any error in design, printing, quality, or fold made by the Contractor as determined by ARDOT. Printer's Errors do not include Author's Alterations.
- U. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- V. "Registration" means the intended alignment and placement of all aspects and elements of the Arkansas State Highway Map.
- W. "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.
- X. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- Y. "Roller Marks" means the unwanted transfer of ink from equipment to a printed sheet or page.
- Z. "Set-off Smudges" means the unwanted transfer of ink from one printed sheet or page to another before the ink has set.
- AA. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- BB. "Working Day" means a day occurring Monday through Friday excluding State Holidays. A current listing of State holidays may be found on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.

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. Three (3) printed road map samples that have been printed by the Prospective Contractor for three (3) separate clients. (See *Road Map Samples*.)
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 and 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 May 22, 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 May 28, 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 not** utilize a proposed subcontractor without the express written approval by the State agency.

1.10 **PRICING**

- A. Prospective Contractors **shall** include all pricing on the *Official Bid Price Sheet(s)* only.
- B. 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.
- C. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and includes one (1) table for the following purposes:
1. Table 1: *Set-Up and Printing* includes all costs for printing the Arkansas State Highway Map as specified in this IFB.
 - a. Item 1: The Contractor **shall** enter the production set-up cost for each design of the Arkansas State Highway Map.
 - i. The production set-up cost **must** include all supplies and actions necessary to begin printing the Arkansas State Highway Map as specified herein including but not limited to the following:
 - Making necessary file conversions, separations, and finalizing files.
 - Creating printing plates and providing all supplies and tools necessary to print the Arkansas State Highway Map.
 - Printing, packaging, shipping, and delivering required Arkansas State Highway Map Proofs to ARDOT, including applicable Author's Alterations and Printer's Errors revisions. (See *Map Proofs and Approval Process*.)
 - b. Item 2: The Contractor **shall** enter the cost per Map to print, package, ship, and deliver an estimated annual quantity of two hundred (200) unfolded Arkansas State Highway Maps as required by this IFB.
 - c. Item 3: The Contractor **shall** enter the cost per Map to print, package, ship, and deliver an estimated annual quantity of 499,800 folded Arkansas State Highway Maps as required by this IFB.
 - d. Item 4: The Contractor **shall** enter the cost per Overrun for the allowable ten thousand (10,000) Overruns annually.
 - e. Table 1 will be used in determining low cost.
- D. Prospective Contractors **shall** enter pricing for all items on the *Official Bid Price Sheet*, filling in the blue-shaded cells only.
- E. The amounts entered will be totaled in the Grand Total Estimated Annual Cost cell.
- F. Low cost determination will be made using the amount auto-populated into the Grand Total Estimated Annual Cost cell on the *Official Bid Price Sheet*.
- G. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.
- H. 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 Grand Total Estimated Annual Cost amount 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.
- 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 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of 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 VISA ACCEPTANCE

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

1.24 PUBLICITY

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

1.25 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Transportation (ARDOT) to obtain pricing and a contract for printing Arkansas's State Highway Maps (hereinafter referred to as "Maps") in the quantities estimated herein.

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

2.2 HISTORY AND CURRENT DISTRIBUTION

Since 1961, Maps have been distributed free of charge to motorists throughout Arkansas. Paper Maps are printed each year and feature the latest updates to the State's road network to help ensure safe and efficient driving through Arkansas.

Maps are available for distribution through the ARDOT central office, at ten (10) ARDOT district offices, and at Arkansas welcome centers. It is of utmost importance to ARDOT that the Maps be of excellent quality.

The scope of this IFB includes:

- Providing Map Proofs
- Printing paper Maps
- Folding and packaging Maps
- Shipping and delivering Maps

ARDOT anticipates placing an initial order of 499,800 folded Maps and two hundred (200) unfolded Maps from the Contractor for an estimated 500,000 Maps ordered annually. Should ARDOT need additional Maps after placing the initial order, ARDOT will place orders in increments of 100,000 folded Maps at a time. Images of the front and back sides of the current Arkansas State Highway Map are included on Attachment A: *Current Map Images*.

2.3 CURRENT MAP REQUESTS

- A. To obtain a hard copy of the current Arkansas State Highway Map, the Prospective Contractor **shall** make a request in writing to the OSP buyer.
1. Email, fax, or hard copy deliveries of requests are acceptable.
 2. Upon receipt of the request and necessary shipping information, the Prospective Contractor will be notified by email that the current Arkansas State Highway Map will be shipped within one (1) Working Day.
 3. 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 **shall** provide a FedEx pre-paid account number or a UPS shipping label to cover costs for these deliveries.
 4. To request the current Arkansas State Highway Map:
 - a. By mail: Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222
Attn: Brandi Schroeder
 - b. By email: Brandi.Schroeder@dfa.arkansas.gov
 - c. By fax: 501-324-9311
Attn: Brandi Schroeder
 - d. 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).

2.4 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. Upon bid response submission, the Prospective Contractor **shall** have an open and operational commercial printing facility.
- B. The Prospective Contractor **shall** have provided commercial, offset printed road maps to at least three (3) clients or in the past five (5) years using a Four-color Process.
- C. The Prospective Contractor **shall** have provided final, Accordion Style Folding of the printed road maps.
- D. The State reserves the right to make whatever investigation is necessary to determine whether the apparent successful Contractor meets the minimum qualifications in this IFB.

2.5 **ROAD MAP SAMPLES**

- A. As a Bid Submission Requirement, Prospective Contractor(s) **shall** submit one (1) printed road map sample for each of three (3) of the Prospective Contractor's past road map printing clients with their bid response.
- B. Each printed road map sample **must** be:
 1. A two-sided, Four-color Process, offset printed road map.
 2. Folded with an Accordion Style Fold with at least three (3) vertical folds and two (2) horizontal folds.
 3. Free of jagged or torn edges.
- C. Each printed road map **must** meet or exceed the specifications provided in the *Quality and Fold Requirements* subsection of this IFB.
- D. ARDOT will examine all three (3) of the road map samples submitted by the lowest bidding Prospective Contractor for compliance with the Requirements provided in this subsection.
- E. Should the examination performed by ARDOT reveal any one (1) road map sample submitted by the lowest-bidding Prospective Contractor does not adhere to the Requirements of this subsection, the Prospective Contractor's bid may be rejected.
- F. Should the lowest-bidding Prospective Contractor's bid be rejected, ARDOT will examine the road map samples submitted by second lowest-bidding Prospective Contractor for compliance with the Requirements of this subsection. ARDOT will continue this process until a responsive Prospective Contractor has been determined.

2.6 **GENERAL REQUIREMENTS**

- B. The Contractor **shall** print Maps in accordance with applicable State and Federal laws and industry standards.
- C. The Contractor **shall** print Maps using a high-definition, commercial offset printing press.
 1. The Contractor may use a direct-to-plate process or a traditional film to image to plate process.
- D. The Contractor **shall** provide precise Registration, consistent ink coverage and density, and accurate folding and packaging of all Maps throughout the aggregate term of the resultant contract.
- E. Finished unfolded Maps **must** be approximately thirty-two inches (32") wide by approximately twenty-two inches (22") in height.

- F. Finished folded Maps **must** be approximately four inches (4") wide by approximately seven and 5/16 inches (7 5/16") in height.
 - 1. Finished folded Maps **must** have an Accordion Style Fold meeting the following specifications:
 - a. Seven (7) vertical folds creating eight (8) four-inch (4") panels on the thirty-two-inch (32") width.
 - b. Two (2) parallel folds creating a total of sixteen (16) seven and 5/16 inches (7 5/16") panels on the twenty-two-inch (22") height.
- G. The Contractor **shall** print the front and back side of the Maps with a one-eighth-inch (1/8") Bleed on each side using the most recent Map images provided by ARDOT.
- H. The Contractor **shall** make all file conversions, film separations, file finalization, and printing plate transfers necessary to print the Maps according to the Requirements of this IFB.
- I. The Contractors **shall** create all printing plates and supply all ink products and other tools necessary to print the Maps according to the Requirements of this IFB.
- J. The Contractor **shall** provide Inside Delivery of all Map orders as specified by ARDOT.

2.7 **PAPER STOCK AND INK BRAND REQUIREMENTS**

- A. The Contractor **shall** utilize 60# virgin, opaque, uncoated, premium, text weight, white paper stock with a smooth finish, 94 brightness, and 92 opacity to print the Maps.
 - 1. Examples of acceptable paper stock brands include Accent Opaque by I.P., Cougar Opaque by Domtar, Lynx Opaque by Domtar, Finch Opaque by Domtar, Starbrite Opaque by Veritiv.
- B. The Contractor **shall** utilize soybean oil ink using a Four-color Process to print both sides of the Map.
- C. The Contractor **shall** receive written approval from ARDOT regarding paper stock and soybean oil ink brands for the Maps prior to printing the Maps.
- D. The Contractor **shall not** make any paper stock or ink product brand substitutions without prior written approval from ARDOT.

2.8 **QUALITY AND FOLD REQUIREMENTS**

- A. The Contractor **shall** provide printing and folding quality of all Maps that meet or exceed industry standards and the Requirements of this IFB.
- B. Finished Maps **must** be free of press and production defects including but not limited to:
 - 1. Roller Marks.
 - 2. Hickeys.
 - 3. Hot Spots.
 - 4. Set-off Smudges.
 - 5. Hairlines.
 - 6. Ghosting.
 - 7. Broken Serifs.
 - 8. Fluctuating Alignment.
 - 9. Hollow Type.
 - 10. Varying Density.
 - 11. Ink drops and other spots or imperfections.
- C. Finished Maps **must** be accurately and evenly trimmed and free of jagged or torn edges.

- D. For folded Maps, the Contractor **shall** make Accordion Style Folds using a commercial folding machine with tight folding tolerances.
- E. Finished folded Maps **must** be perfectly creased and easily refoldable.

2.9 **UNDERRUNS AND OVERRUNS**

- A. The Contractor **shall not** print less than the specified quantity for each order placed by ARDOT. Underruns are not allowable.
- B. ARDOT will allow for an up to two percent (2%) Overrun per order. The Contractor **shall not** invoice ARDOT for more than a two percent (2%) Overrun without written approval from ARDOT.

2.10 **MAP PROOFS AND APPROVAL PROCESS**

- A. The Contractor **shall** provide Map Proofs as requested by ARDOT.
- B. ARDOT will submit two (2) high-definition PDF files to the Contractor via email, one (1) file for the image to be printed on the front side of the Map and one (1) file for the image to be printed on the backside of the Map.
 - 1. Should a file provided by ARDOT not be usable to produce printed Maps as specified in this IFB, the Contractor **shall** notify ARDOT in writing within two (2) Working Days of receiving the submitted files.
 - 2. ARDOT anticipates submitting the files to the Contractor in or around August of each year.
- C. Within seven (7) Working Days of the Contractor's receipt of the images, the Contractor **shall** print, package, and deliver four (4) Map Proofs to ARDOT.
 - 1. Two (2) of the four (4) Map Proofs **must** be folded according the Requirements of this IFB, and the other two (2) Map Proofs **must** be unfolded.
 - 2. ARDOT will provide shipping information after award.
- D. ARDOT will review and make note of any needed Author's Alterations (notated with an "AA") and/or Printer's Errors (notated with a "PE") in the margin of the Map Proof(s) alongside each correction.
- E. ARDOT will ship two (2) Map Proofs back to the Contractor and will keep two (2) Map Proofs for archival purposes.
- F. Should ARDOT require revisions, the Contractor **shall** make revisions as indicated by the AA and PE notations on the returned Map Proofs.
 - 1. Within seven (7) Working Days of the Contractor's receipt of the returned Map Proofs, the Contractor **shall** print, package, and delivery four (4) revised Map Proofs to ARDOT.
- G. The Contractor **shall** repeat the process as outlined in IFB Item 2.9.F. until the Map Proofs meet the approval of ARDOT.
 - 1. ARDOT anticipates no more than two (2) rounds of proofing.
- H. Within twenty (20) Working Days of receiving the final approval of the Map Proofs from ARDOT, the Contractor **shall** print, package, and deliver the full Map order per the Requirements of this IFB and as specified by ARDOT.
- I. The Contractor **shall** follow the procedures for Map Proofs required and specified herein as determined necessary by ARDOT, typically once per year.

2.11 **PACKAGING**

- A. The Contractor **shall** pack folded Maps in at least 175-pound capacity corrugated boxes.
 - 1. Boxes **must** be approximately fifteen and one-half inches (15 ½") by nine inches (9") by fourteen and one-half inches (14 ½") in size.
- B. The Contractor **shall** pack sixteen (16) shrink-wrapped packages of folded Maps, four hundred (400) total folded Maps, facing the same direction, in each box.

1. All folded Maps **must** be shrink-wrapped facing the same direction in quantities of twenty-five (25) folded Maps to each shrink-wrapped package.
- C. The Contractor **shall** package unfolded Maps in corrugated boxes sized and weighted appropriately for the shipping of two hundred (200) unfolded finished Maps.
 1. All unfolded Maps **must** be shrink-wrapped to prevent soiling or damage in shipping, handling, and delivery.
- D. Shrink-wrap packaging **must** be clear.
- E. Each box **must** be sealed with string-reinforced tape that will not break open in normal handling.
- F. The Contractor **shall** secure each box for shipping and take all reasonable precautions to prevent damage to the Maps during shipping.
 1. ARDOT will notify the Contractor via email regarding receipt of any damaged Maps.
 2. The Contractor **shall** credit the State's account for each Map damaged during shipment.
 3. The Contractor **shall** apply the credit to the first invoice generated after receipt of damaged Map notification.
- G. The Contractor **shall** affix a shipping label to each box that clearly indicates the following information:
 2. The current year and "Arkansas State Highway Map."
 3. The total number of Maps contained within the box.
 4. The month and year of Map printing.
- H. The Contractor **shall** utilize pallet sizes as specified below and **shall** load pallets with an equal number of layers and boxes per layer (see subsection *Delivery: FOB Destination* for location numbers) with a maximum pallet height of sixty inches (60"):
 1. Pallets for deliveries to Location 1 **must** be thirty-eighty inches (38") by forty inches (40") in size.
 2. Pallet sizes for deliveries to Locations 2 and 3 **must** be standard pallet sizes.
- I. The Contractor **shall** utilize pallets constructed of solid wood whenever possible.
- J. The Contractor **shall** triple stack pallets that **must not** exceed two-thousand (2000) pounds, regardless of height.
- K. The Contractor **shall** affix a label to each pallet that indicates the pallet number of the delivery (i.e. Pallet 1 of 16, Pallet 2 of 16, etc.).
- L. Deliveries of Map orders not meeting the Requirements as stated herein may be rejected at the loading dock upon attempted delivery.
 1. Should a Map order be rejected upon delivery at the loading dock, the Contractor **shall** reschedule the delivery to meet the Requirements as stated herein for a time and date approved by ARDOT at no additional cost to the State, and damages will be assessed. (See *Performance Standards*.)

2.12 **PROPERTY RIGHTS**

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

2.13 DELIVERY: FOB DESTINATION

- A. Inside Delivery of all orders **must** be made to the three (3) separate locations specified below, and within the specified number of days following ARDOT's issuance of a purchase order, unless otherwise approved by ARDOT.
 - 1. Location 1: Arkansas Department of Transportation
10324 Interstate 30, Room 206 (2nd floor Storeroom)
Little Rock, AR 72209
 - a. Deliveries **must** be made Monday through Friday from 9:00 a.m. through 3:00 p.m., Central Time, upon prior arrangement with the Creative Services Manager.
 - b. The Contractor **shall** call the Creative Services Manager at 501-569-2573 prior to delivery.
 - c. This location has a non-standard loading dock at twenty-four inches (24") high that accommodates a vehicle with a lift gate.
 - i. The maximum pallet size **must** be no larger than thirty-eight inches (38") by forty inches (40"), and pallet jack access **must** be on the thirty-eight-inch (38") side of the pallet.
 - ii. The Contractor **shall** make each delivery to this location using a delivery vehicle that **must** have a working lift gate.
 - iii. The Contractor **shall** offload delivery onto the loading dock using the delivery vehicle's lift gate.
 - d. The Contractor **shall** supply and utilize a pallet jack to offload delivery onto the first-floor passenger elevator.
 - e. The Contractor **shall** remain with delivery on the elevator up to the second floor and **shall** utilize a pallet jack supplied by ARDOT to offload delivery to the second floor Storeroom.
 - f. ARDOT anticipates 147,800 folded Maps and 200 unfolded Maps to be delivered to this location for the initial order.
 - 2. Location 2: Arkansas Parks & Tourism Warehouse
2312 Cantrell Road
Little Rock, AR 72202
 - a. Deliveries **must** be made Monday through Friday from 8:00 a.m. through 3:00 p.m., Central Time, upon prior arrangement with the Warehouse Manager.
 - b. The Contractor **shall** call the Warehouse Manager at 501-324-9172 at least twenty-four (24) hours prior to delivery.
 - c. ARDOT anticipates 272,000 folded Maps to be delivered to this location for the initial order.
 - 3. Location 3: Arkadelphia Human Development Center
1 Prator Drive
Arkadelphia, AR 71923
 - a. Deliveries **must** be made Monday through Friday from 8:30 a.m. through 1:30 p.m., Central Time, upon prior arrangement with the Rehabilitation Instructor Supervisor.

- b. The Contractor **shall** call the Rehabilitation Instructor Supervisor at 870-246-8011, extension 267 prior to delivery.
- c. ARDOT anticipates 80,000 folded Maps to be delivered to this location for the initial order.
- 4. The Contractor **shall** deliver the specified quantity of Maps to each location within the timeframe specified by ARDOT upon purchase order issuance.
- 5. The Contractor **shall** notify ARDOT as soon as practicably possible after discovery of all anticipated delivery delays or events that might affect delivery Requirements.
- 6. The Contractor **shall** incur all loss or damage that occurs to delivery(s) prior to the delivery(s) being receiving by ARDOT.

2.14 **ACCEPTANCE STANDARDS**

- A. Inspection and acceptance/rejection of products will be made within thirty (30) days of receipt.
- B. The State has the option to return any products within the thirty (30) 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.

2.15 **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	Precise Registration, consistent ink coverage and density, and accurate folding and packaging are maintained as stated in the IFB.	20% credit on the first invoice generated after the Contractor receives notification from the State for each instance whereby the Contractor fails to provide Maps with precise Registration, consistent ink coverage and density, and accurate folding and packaging throughout an order received by ARDOT.
Timeliness	Map orders are delivered to Locations 1-3 on or before the specified delivery date(s) provided to the Contractor by ARDOT.	1% credit on total invoice amount for each Working Day past the specified delivery date whereby Maps are not received by ARDOT.
Delivery	Deliveries to are made using Inside Delivery as stated in the IFB.	20% credit on the first invoice generated after the Contractor receives notification from the State for each instance whereby the Contractor fails to provide Inside Delivery as specified in the IFB.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Transportation
Attention: Public Information—Creative Services Manager
PO Box 2261
Little Rock, AR 72203-2261

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

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 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 ESCALATION

- A. Price increases will not be considered throughout the term of the contract; pricing will remain firm.

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.