



**HENDERSON**  
STATE UNIVERSITY

EXCELLENCE • SPIRIT • TRADITION

Description: **Star Yearbook 2020-2022**

Bid Number: 20-07

Bid Issue Date: October 25, 2019

Bid Opening Date: November 15, 2019

Bid Opening Time: 10 a.m. CST

Purchasing Department

870.230.5117 Phone

[jonest@hsu.edu](mailto:jonest@hsu.edu)

INSTRUCTIONS: THE VENDOR MUST PROVIDE THE INFORMATION BELOW. BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. FAXED BIDS WILL BE ACCEPTED.

_____ Company	_____ Name / Signature
_____ Address	_____ Phone/Fax
_____ City/State/Zip	_____ Email

<u>Quantity / Description</u>	<u>Unit Price</u>	<u>Extension</u>
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800 Copies for each year 2020, 2021, 2022

HSU reserves the right to order an additional 400 copies in increments of 100.

Note: taxes and delivery charges shall be included in bid price, but listed separately.

This contract shall be for a term of three years.

## ADDITIONAL COST

Note: This quotation will include sales tax. The quoted price includes ALL taxes (listed separately). There will be NO pre-payments during production schedule. The publisher shall not assess any interest charges. Henderson State University agrees to payment of final (agreed upon) invoice on or before June 30 of that year.

Per Copy, Total: 800 copies	\$ _____
Sales Tax	\$ _____
Shipping	\$ _____

Each of the following are to be included in bid price.

Special Effects; Dye Cut/Cover, Art Work.	\$ <u>Included</u>
Changes / Alterations on Proofs;	
Movement of text (Includes body copy, headlines, captions)	\$ <u>Included</u>
Exchange of photos,	\$ <u>Included</u>
Movement of Pages, Changes in Copy	\$ <u>Included</u>
Completely redone pages	\$ <u>Included</u>
Additional color proofs; (2 full sets of color proofs)	\$ <u>Included</u>
There shall be no charge for Deadline	\$ <u>No Charge</u>
Occasional color proofs (exceptions for above 2 color proofs will be allowed due to proofing problems)	\$ <u>Included</u>

## SCOPE:

This Invitation For Bid is to establish a contract for the printing, addressing and mailing of the STAR Yearbook for Henderson State University (HSU). The total bid shall cover all of the materials and operations necessary for the production of this job. This Print Job shall be of excellent quality, which includes but is not limited to paper stock, printing, plant/on site assistance, packaging, and mailing.

The vendor shall supply the following with their quote: a list of three (3) universities/colleges that the company is currently printing their yearbooks; plus, the name advisors and complete contact information (address, email and phone).

HSU request representative assistance periodically through the production period.  
Representative reasonably available, when needed.

## AWARDING INSTRUCTIONS

This Invitation For Bid will be awarded to the responsible, responsive bidder that best serves the needs and interest of Henderson State University.

## DELIVERY SCHEDULE

The 2020 yearbook will be a spring (approximately April 15, 2021) delivery. Final editing will be submitted one month earlier.

The vendor will be responsible for all transportation expense (no expense to HSU) for the delivery of the finished books as well as the delivery of all required proofs (at no additional charge to HSU) and the safe return of all production materials at the completion of the job. At HSU's request, the printer will ship, overnight, proofs at no additional charge. Finished yearbooks will be mailed by the publisher at publisher's expense to HSU Seniors who graduated during the previous semester (approximately 700 books). Mailing labels will be furnished by HSU. The remainder of the order will be shipped, common carrier, to the HSU warehouse. This shipping and mailing is to be included in the bid price.

Receipt of the merchandise does not necessarily constitute acceptance. HSU will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, HSU Purchasing will review the problem(s) and, if the specifications of the contract are not met, will assess a penalty for the inferior merchandise. If, in the opinion of HSU Purchasing, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, HSU Purchasing will establish, in writing, a new delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty.

## CONTACT PERSONS:

Contract Information: Tim Jones, HSU Box 7894, Arkadelphia, AR 71999-0001, Phone 870.230.5117, Email [jonest@hsu.edu](mailto:jonest@hsu.edu).

Production Information: Steven Listopad, HSU Box 7681, Arkadelphia, AR 71999-0001, Phone 870.230.5075, Email [listops@hsu.edu](mailto:listops@hsu.edu).

SIZE OF BOOK: Approximately 9 ¼” x 12 ¼” (overall).

NUMBER OF PAGES: 240

PAPER STOCK: 105 lb. gloss or matte, premium name paper, chosen by the editor from a selection of quality samples.

COLOR: All pages will be printed in color. HSU submits RGB photos, printer corrects all images, converts to CMKY and attaches correct color /profile for maximum color production.

#### SUBMISSION

All copy and photos will be submitted by electronic uploads online. Copy corrections will be completed online with a proof backup submission.

#### SOFTWARE

The software will be Adobe InDesign C55 or later versions. A portrait flow software will be provided by the printer.

#### ENDSHEETS (Front & Back)

End sheets will be printed on heavy cover stock and premium grade. Color & texture of paper stock may vary. Full color will be furnished at no extra charge. Designs may vary from front and back end-sheets. A varnish over photos, art may be on both sides. Colored paper may be used.

#### BINDING

Round or square back, will be quoted for the same price. Head and tail bands will be included.

#### COVER

The cover may include litho, embossing, foil stamping and/or UV coating. Extra heavy binder board lithography process or leatherette material will form the base of the cover. A clear Mylar or antique rib may be used at no extra charge. The cover will be Smythe sewn, rounded and backed, with head bands and quarter band cover at no extra charge. Color could be used plus the use of hot foil top-stamping application in addition to base ink for the cover will be provided on both the cover and the spine at no additional charge. A rough artist proof of the cover will be provided and a final press ready proof will also be provided at no additional expense. The staff may reject if printing and samples are not to specifications. Embossing of some symbol of the school's emblem will be printed on the cover at no extra charge and be a foil color or color chosen by the yearbook staff. The cover will have blind embossing with foil on the wording/art. There will be NO die charge for the cover artwork.

## SPINE

The spine will have foil applied on letter/numbers and/or embossed raised text letters. It will consist of the words, "Henderson State University", printed horizontally with the volume number underneath. The year will be enlarged between the university name and the name of the publication. The staff may choose to have the spine embossed at no additional charge.

## TYPE

The yearbook spreads and photos will be submitted online. Preliminary proofs will be furnished by the staff for each spread using the MAC computer system. The base type family will be chosen at a later date. Printer will make available at no extra charge, the type family as well as any specialty type requested by staff inclusion as headlines, text, captions, index or special type inserts (font not available on staff's current desk top lab equipment).

## DIE CUTS

The selected vendor will not charge HSU for any Die-cuts above the contract price. This will be included in the bid.

## DIVIDER PAGES

There will be five (5) to ten (10) divider pages. All divider pages could be in full color. No additional charges will be added for color paper or spot color on the divider pages.

## INDEX

The index section consists of approximately 20-30 pages. The colophon will be included somewhere in this section.

## KITS

The selected vendor will provide a kit for the yearbook staff at no extra charge and will ship to HSU at no charge.

## DEADLINES

No contractual deadlines will be established. Target deadline will be established with the company representative and the HSU Advisor and yearbook staff.

QUANTITY: 700 copies with option for Print on Demand

FOLDING/COLLATting/PERFORATING/BINDING: None

## MAILING

The finished product is to be shipped to Star Yearbook, Henderson State University, 1100 Henderson Street, Arkadelphia, AR 71999-0001.

## OVERRUN

No additional charges.

## **ARKANSAS PREFERENCE FOR RECYCLED PAPER CONTENT AND CERTIFICATION**

A. C. A. of 1987 S19-11-260, directs that the State of Arkansas will offer a preference for the purchase of recycled paper products.

“( c) (1) Whenever a bid is required, a preference for recycled paper products shall be exercised if the use of the products is technically feasible and price is competitive.

(2) (A) For the purpose of procurement of recycled paper products, ‘competitive’ means the bid price does not exceed the lowest qualified bid of a vendor offering paper products manufactured or produced from virgin material by ten percent (10%).

(B) An additional one percent (1%) preference shall be allowed for products containing the largest amount of postconsumer materials recovered within the state of Arkansas.”

As a condition of award, HSU Purchasing may require that the apparent low bidder provide confirmation of the specifications of the recycled paper(s) bid by providing a certified letter from the manufacturer (mill) confirming the paper’s basis weight, brightness, opacity and postconsumer content.

Bidders requesting the additional one percent (1%) preference for the largest allowable percentage of postconsumer materials recovered from within the State of Arkansas must provide authentication in the form of a certificate from the deinking facility which processed the postconsumer material. This information must be substantiated by the mill manufacturing the paper used to fulfill this contract.

In accordance with the authority granted to the State Purchasing Director by A.C.A. of 1991, S19-11-203 (31), the following definition of recycled paper applies:

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

Vendors requesting the one percent (1%) postconsumer material preference must indicate the percentage of postconsumer material recovered from within the State of Arkansas contained in the paper offered.

Any sheet offered that is found to contain excessive lint or foreign (nonpaper) elements will be rejected.

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

### **SOY INK REQUIREMENT**

The use of a soy ink product is **REQUIRED** for the printing of this contract.

Brand of ink:

Mfgr.:

The **oil-based inks** used on state work must contain the following minimum percentages of soyoil:

Black news ink	40% of total formula weight
Color news ink	30% of total formula weight
Sheet-fed ink	20% of total formula weight
Heat-set ink	7% of total formula weight
Cold-set ink	30% of total formula weight
Business forms ink	20% of total formula weight

The **flexographic ink** (water-based) used on state work must have a vehicle containing a minimum of 20% soy protein; a minimum of 15% of the vehicle must be included in the ink.

## **MISCELLANEOUS CHARGES/ALLOWANCES:**

1. Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from HSU Purchasing.
2. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at fair market price as established by HSU Purchasing. However, any additional costs incurred after the contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

## **INVOICING:**

Invoice must be sent in triplicate, unless otherwise specified, to Mr. Steven Listopad, 1100 Henderson Street, Arkadelphia, AR 71999-0001.

## **SAMPLES**

Samples or demonstrators, when requested, must be furnished free of expense to HSU. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten (10) days following the opening of the bids. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number and item number.

Requested samples shall be sent to:  
Steven Listopad  
Henderson State University  
1100 Henderson Street  
Arkadelphia, AR 71999-0001

## **PROPERTY OF THE STATE:**

All dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities used in the production of work under this contract and paid for by the State/HSU shall be delivered to the ordering agency upon completion of this contract. All transportation expenses shall be paid by the contractor.

## **LIQUIDATED DAMAGES OR PENALTY**

1. All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes HSU Purchasing to cancel this contract or any portion of same and reasonable purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
2. Liquidated damages imposed by the State/HSU against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his



control such as acts of God, national emergency, strikes or fire. HSU Purchasing will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, HSU Purchasing of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by HSU Purchasing prior to application by the ordering agency.

3. When the time does not allow for reprinting or reordering, acceptance of any inferior commodity may result in a liquidated damage of up to 20% of the invoice price or \$500 whichever is smaller.

### **MINORITY BUSINESS POLICY**

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the state purchasing process. Therefore, the State of Arkansas encourages all minority businesses to compete for, win and receive contracts for goods, services, and construction. The state also encourages all companies to subcontract portions of any state contract to minority business enterprises.

### **FIRM AWARD TERMS AND CONDITIONS**

**1. General:** All terms and conditions stated in the invitation for bid govern this contract.

**2. Prices:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.

**3. Discounts:** All cash discounts offered will be taken if earned.

**4. Taxes:** All taxes shall be calculated into the price.

**5. Brand Name References:** The contractor guarantees that the commodity delivered is the same as specified in the bid.

**6. Guaranty:** All items delivered are to 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 invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly to be installed by the contractor, such items will function properly when installed. The contractor also guarantees 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 in the invitation for bid.

**7. Award:** A written HSU purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

**8. Delivery:** Consistent failure to meet delivery without a valid reason may cause removal from the bidder's list or suspension of eligibility for award.

**9. Back Orders or Delay In Delivery:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to HSU Purchasing of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. HSU Purchasing has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and charge the original vendor a penalty for loss of time and any costs that are higher than the original agreed upon price.

**10. Delivery Requirements:** No substitutions or cancellations are permitted without written approval of HSU Purchasing. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., Monday – Friday, unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

**11. Storage:** HSU is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

**12. Default:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes HSU Purchasing to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

**13. Variation in Quantity:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

**14. 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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**15. Assignment:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**16. Other Remedies:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**17. Lack of Funds:** The state may cancel this contract to the extent funds are not longer legally available for expenditure under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**18. Acceptance and Rejection:** Henderson State University reserves 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 HSU.

Each response to this invitation for bid shall be accompanied by a completed CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM in accordance with State of Arkansas EO-98-04. Contract and Grant Disclosure Certification Form is attached. If the respondent is a corporation, a duly authorized representative of said corporation shall execute the form.

All responses become public information under the laws of the State of Arkansas and the Arkansas Freedom of Information Act.

HENDERSON STATE UNIVERSITY  
Purchasing Department  
1100 HENDERSON STREET  
ARKADELPHIA, ARKANSAS 71923  
870-230-5117 PHONE  
870-230-5486 FAX

Act 157 of 2007 of the Arkansas Regular Legislative Session **requires** that any business or person responding to a Request for Proposal (RFP) certify, prior to the award of the contract that they do not employ or contract with any illegal immigrants. Bidders are to certify online at:

<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>

**This is a mandatory requirement. Failure to certify may result in rejection of your proposal, and no award will be made to a vendor who has not so certified.**

If you have any questions, please call the Purchasing Department at 870-230-5117.

Thank you.

Tim Jones  
Director of Purchasing  
[jonest@hsu.edu](mailto:jonest@hsu.edu)

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*TO BE COMPLETED BY BUSINESS OR PERSON SUBMITTING RESPONSE:*

Please check the appropriate statement below:

\_\_\_\_\_ We have certified on-line that we do not employ or contract with any  
illegal immigrants  
Date on-line certification completed: \_\_\_\_\_

\_\_\_\_\_ We have NOT certified on-line at this time, and we understand that  
no contract can awarded to our firm until we have done so.  
Reason for non-certification: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(printed or typed)

Date: \_\_\_\_\_

## RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater 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.

By signing below, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in § 25-1-503\*. If at any time after signing this certification the contractor decides to engage in a boycott of Israel, the contractor must notify the contracting public entity in writing.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Name of public entity	
AASIS Vendor Number	
Contractor/Vendor Name	

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature must be hand written, in ink

“Public Entity” means the State of Arkansas, or a political subdivision of the state, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state, created by or in accordance with state law or regulations, and does include colleges, universities, a statewide public employee retirement system, and institutions in Arkansas as well as units of local and municipal government.

### Contracts and Grant Disclosure and Certification.

Any contract, or amendment to any contract, executed by the University, which exceed \$25,000, shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violations of any rule, regulations or policy promulgated by the Arkansas Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the term shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provision of existing law. The attached Contract Grant and Disclosure and Certification Form (f-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form (form available online).

<https://www.dfa.arkansas.gov/images/uploads/procurementOffice/contgrantform.pdf>

## ATTENTION BIDDERS

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal or qualifications, or negotiating a contract with the state for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Although bidders are encouraged to have a viable equal opportunity policy, **a written response stating the bidder does not have such an EO Policy** will be considered that bidder's response and will be acceptable in complying with the requirement of Act 2157.

This is a **mandatory** requirement when submitting an offer as described above.

Should you have any questions regarding this requirement, please contact my office by calling (870) 230-5117.

Sincerely,

**Tim L. Jones**

Tim L. Jones, APO  
HSU Director of Purchasing

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**To be completed by business or person submitting response: (check appropriate box)**

_____	<b>EO Policy Attached [this is <b>mandatory</b>, if available]</b>
_____	<b>If an EO Policy cannot be provided – a written signed and dated statement <u>must accompany this page</u> indicating, 'No EO Policy is available.'</b>
<b>Company Name Or Individual:</b> _____	
<b>Title:</b> _____	<b>Date:</b> _____
<b>Signature:</b> _____	

**MINORITY BUSINESS POLICY:** Minority participation is encouraged this all procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

**Check minority type:** ☐ African American ☐ Hispanic American ☐ American Indian  
☐ Native American ☐ Asian ☐ Pacific Islander ☐ Disabled Veteran

**Arkansas Economic Development Commission certification (if available) #:** \_\_\_\_\_