



NATIONAL PARK COLLEGE

101 College Dr.
Hot Springs National Park, AR 71913

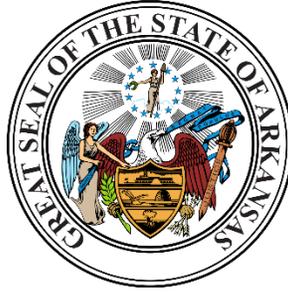
INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	NP-22-0014	Solicitation Issued:	January 25, 2022
Description:	Printing and delivery of Continuing Education Schedule		
Agency:	National Park College		

SUBMISSION DEADLINE FOR RESPONSE			
Submission Deadline:	February 8, 2022	Submission Deadline Time:	4:30 p.m., Central
Bid Opening Date:	February 9, 2022	Bid Opening Time:	9:00 a.m., Central
<p>Responses shall not be accepted after the designated submission deadline date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline date and time. Responses received after the designated submission deadline date and time shall be considered late and shall not be reviewed. It is not necessary to return "no bids" to the Agency.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>National Park College Fisher Bldg, Suite 330 101 College Dr. Hot Springs National Park, AR 71913</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the Agency's street address on a schedule determined by each individual provider. These providers will deliver to the Agency based solely on the street address.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Vendor's name and return address

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



ARKANSAS SOVEREIGN IMMUNITY

NON-NEGOTIABLE

SOVEREIGN IMMUNITY:

Language in these terms and conditions, and the terms and conditions of any resulting contract, 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, shall be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

GOVERNING LAW AND VENUE:

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

INDEMNITY:

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

SECTION 1 – GENERAL INFORMATION

1.1 PURPOSE

National Park College (“Agency”) is seeking a vendor to provide for the printing and delivery/shipping to two separate locations of the NPC Community and Corporate Training’s Continuing Education Schedule (“schedule”). Selected vendor shall print and deliver or ship schedule to specified delivery locations.

The printing of the schedule is on an “as needed” basis per fall and spring semesters. There are no maximum or minimum guarantees.

1.2 TYPE OF CONTRACT

Any resulting contract shall be a term contract awarded to a single vendor. Initial term shall be a one (1) year contract. Upon mutual agreement, there shall be an option to renew for six (6) additional years in one (1) year increments or a portion thereof.

1.3 ISSUING AGENCY

The Agency, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 AGENCY CONTACT

The Agency Buyer listed on page one (1) solicitation document shall be the sole point of contact for this RFQ. At no time shall a Prospective Contractor attempt to contact other Agency departments or employees in regards to this RFQ during the solicitation process.

1.5 BID OPENING LOCATION

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

**National Park College
ATTN: Kurt Markish
Fisher Bldg, Suite 330
101 College Dr.
Hot Springs National Park, AR 71913**

1.6 DEFINITION OF REQUIREMENT

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

1.7 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. “Prospective Contractor” means a person who submits a proposal in response to this solicitation.
- D. “Contractor” or “Vendor” means a person who sells or contracts to sell commodities and/or services.
- E. The terms “Request for Proposal”, “RFP,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

- F. “Responsive proposal” means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.
- G. “Proposal Submission Requirement” means a task a Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- H. “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.
- I. “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.
- J. “OSP” means the Arkansas Office of State Procurement.
- K. “Price” and “Cost” are used synonymously to refer to any monies to be spent on the software, services, reimbursable, and other expenses.

1.8 **RESPONSE DOCUMENTS**

Response documents must include the Official Pricing Form and Response Signature Page. Responses must be submitted either on paper hard copy or digitally, preferably on a flash drive. CDs will also be acceptable. **Do not send digital copies via email, fax, ftp, Dropbox or other digital media transfer method.**

1.9 **RESPONSE SIGNATURE PAGE**

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

1.10 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint response submitted by two or more vendors shall not be accepted.
- B. A single prime contractor **shall** be awarded and held responsible for the contract and **shall** be the sole point of contact.

1.11 **FOIA**

Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

1.12 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the Agency.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. NPC **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Vendor **must** provide clarification of any information in their response documents as requested by the Agency.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.13 REQUIREMENT OF ADDENDUM

- A. This Bid Solicitation **shall** be modified only by an addendum written and authorized by the Agency.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the solicitations website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.14 AWARD PROCESS**A. Award**

Contract shall be awarded to lowest responsive, responsible bidder meeting or exceeding specification requirements. The Agency hereby reserves the right not to award a contract if it is in the best interest of the Agency to do so.

Other than awarded vendor, other vendors shall not be notified of ranking or award. Vendors that wish to inquire about awarded vendor may submit a FOIA request via email to the buyer as listed on page one (1) of this solicitation.

B. Negotiations

1. If the Agency so chooses, the Agency has the right to enter pricing negotiations with the highest ranking vendor.
2. If the agency so chooses, it **shall** also have the right to enter discussions with the highest ranking vendor to further define contract details. All negotiations **shall** be conducted at the sole discretion of the Agency. The Agency shall solely determine the items to be negotiated.
3. If the agency and vendor cannot reach an agreement regarding contractual matters, including pricing, NPC **shall** declare the vendor as non-responsive and shall begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time NPC decides not to move forward with an award.

C. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes, which may include Legislative review and approval as well as the Agency's Board of Trustees.
2. The Agency Procurement Official shall be responsible for award and administration of any resulting contract(s).

1.15 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.16 PAST PERFORMANCE

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

1.17 PUBLICITY

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

1.18 COST TO SUBMIT BID

Agency and the State shall not be liable for any costs incurred by any respondent in preparation of a proposal in response to this IFB, or any other activities related to responding to this IFB.

SECTION 2 – SCOPE

2.1 INTRODUCTION

National Park College (“NPC”, “Agency”) is seeking a vendor to provide for the printing and delivery/shipping to two separate locations of the NPC Community and Corporate Training’s Continuing Education Schedule (“schedule”). Selected vendor shall print and deliver or ship schedule to specified delivery locations.

The printing of the schedule is on an “as needed” basis per fall and spring semesters. There are no minimum printing guarantees.

Printing contract shall also include NPC Workforce Training booklet (“booklet”) which follows the same specifications as the schedule.

2.2 QUANTITY

The schedule is to be printed and used as inserts into The Sentinel-Record newspaper at an initial estimate quantity of 6,100 copies; and 5,900 copies to be used as handouts by the Agency. A grand total of 12,000.

Booklet quantity shall be approximately 2,000 pieces every two years.

NOTE: Quantities are not guaranteed. Quantities and page numbers may vary from semester to semester.

2.3 PACKAGING

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

2.4 DELIVERY LOCATION AND DEADLINES

The schedule must be delivered FOB destination, as follows:

Quantity	Publication for Insert	Delivery Address	Deadline
6,100	The Sentinel Record	Democrat Gazette 4 th Byrd Street Little Rock, AR 72202 ATTN: Kim Shaw Phone: 501-78-13623	July 13, 2022
5,900	National Park Handouts	National Park College Community & Corporate Training Bldg. Continuing Education Dept. 101 College Drive Hot Springs, AR 71913 ATTN: Kristin Thompson Phone: 501-760-4156	July 13, 2022

*New delivery schedules and quantities shall be disclosed each semester.

2.5 PRICING AND PRICE ESCALATION

Pricing must be held for twelve (12) months. Selected contractor may request a price escalation at time of contract renewal to compensate for printing cost increases. Escalation shall only be accepted to cover printing costs and shall not be accepted for increase in profits/margins. Proof of pricing cost increases, via invoice comparisons, should be included with escalation request.

SECTION 3 – ITEM SPECIFICATIONS

3.1 QUALITY

ALL items provided under the scope of this contract shall be of EXCELLENT quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges,

hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejection of the printing job on a quality basis. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality.

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

Receipt of the merchandise does not necessarily constitute acceptance. NPC shall 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, NPC shall review the problems and if the specifications of the contract are not met, NPC shall assess any damages for the inferior merchandise. If, in the opinion of NPC, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, NPC shall establish, in writing, a new delivery date.

3.2 OVERRUN ALLOWANCE

Agency budget **SHALL NOT** allow for overruns. Costs for any overruns shall be borne by the vendor unless prior, written approval had been received by NPC.

PRESSWORK

3.3 FLAT SIZE

Insert Dimensions – 18.0 inches x 10.50 inches.

3.4 PRESSWORK

Full bleed, 2-Sided Color on Cover. A total of one (1) page front and back color and approx.. four to eight (4 to 8) interior pages, when folded, printed front and back in black and white (no color or gloss on interior pages). Agency reserves the right to adjust the number of interior pages in future printings. .

3.5 FOLDING

One fold at middle to form a 9.0 inch x 10.50 inch schedule to form a rectangular shaped booklet.

3.6 PAPER STOCK

Coated: COVER – Enamel

Offset Press

Weight: Cover is 80# enamel text

Interior pages are 60# offset text

Finish: Smooth

Minimum Acceptable Brightness: 92

NOTE: Vendor should indicate brand of stock and must indicate if recycled or virgin on the official pricing sheet contained with this IFB.

3.7 COLOR

Color: Cover exterior and interior pages are color (total of 4 pages with fold)

Color: Interior (guts) pages black and white front and back printed (2-sided)

PRODUCTION INFORMATION

3.8 ART

Agency shall provide, after contract award, a PDF, JPEG, or other suitable formatted file(s) at 300dpi or 150 lpi.

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

Cari Elliott
External Affairs
501-760-4355
cari.elliott@np.edu

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

3.9 PROOF

Vendor shall provide an electronic proof for Agency approval prior to printing.

Sent to: National Park College
ATTN: Cari Elliott
External Affairs
101 College Dr.
Hot Springs, AR 71913

Phone: 501-760-4355

Or email to: cari.elliott@np.edu

3.10 PAGES/SIGNATURE RATE

These rates shall not enter into the determination of the lowest responsive, responsible bidder. Bidders are advised that costs which are not a logical progression of the price bid or which exceed "fair market value" as determined by a comparison of other prices obtained shall result in rejection of the vendor's bid. Vendor shall be required to deduct or add to the invoice if the numbers of pages vary.

3.11 SOY INK REQUIREMENT

The use of a soy ink product is required for the printing of this contract. Vendor must provide brand of ink and manufacturer name on the official pricing sheet contained with this IFB.

3.12 PROPERTY OF THE STATE

All dies, electroplates, cuts, negatives and positives, engravings, furnished disk art or any other commodities used in the production of work under this contract are the property of the State and shall be delivered upon request to the ordering Agency upon completion of this contract. All transportation expenses shall be paid by the contractor. Failure to comply with any part of this stipulation may result in delay of payment.

3.13 ETHICAL STANDARDS

- A. Vendors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of NPC or the State of Arkansas, or to any official or employee of NPC's contractors, for the purpose of influencing this selection, as a gratuity, as a thank-you gift, or for any other reason. Any attempt by a vendor to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- B. Neither vendor nor any person acting on vendor's behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of NPC or NPC's contractors, their families or staff members. All inquiries regarding the solicitation are to be directed to the **designated agency contact ONLY** as listed at the bottom of page 1 of this RFQ. Upon issuance of the solicitation through the pre-award phase and up to the award, aside from vendor's formal response to the solicitation, written requests for clarification during the period officially designated for such purpose by NPC, neither vendor(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of NPC, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any vendor.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded via email to:

Kristin Thompson
kristin.thompson@np.edu

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

4.2 GENERAL INFORMATION

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

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the Agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.

- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

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

4.6 **CONFIDENTIALITY**

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

4.7 **CONTRACT INTERPRETATION**

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

4.8 **CANCELLATION**

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

4.9 **SEVERABILITY**

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the Agency on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
5. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
6. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
7. **AMENDMENTS:** Vendor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
8. **AWARD:** Term Contract: A contract award shall be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. The Agency hereby reserves the right not to award a contract if it is in the best interest of the Agency/State to do so.
9. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Agency to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
10. **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.
11. **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.
12. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
13. **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.
14. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the

Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

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

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

- 16. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

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



PROPOSAL SIGNATURE PAGE

NP-22-0014

Type or Print the following information.

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

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

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

Authorized Signature: _____ Title: _____
Use Ink Only.

Printed/Typed Name: _____ Date: _____



BID PRICING SHEET NP-22-0014

All bids should be listed on the Bid Price Sheet and include all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Any costs incurred that are not listed on the official pricing sheet shall be borne by the vendor. Do not include State or local sales taxes in the bid price. Official vendor quote printouts may be used in lieu of bid pricing sheet.

Please quote price break quantities (e.g. 500; 1,000; 5,000; 10,000; etc) as annual/semester quantities may vary. Multiple lines given below for vendors that wish to bid multiple paper types, brands, or quantity breaks. Multiple pricing sheets may be printed and used as needed.

Soy Ink Brand and Manufacturer(s): _____

<i>Price Breaks Qty</i>	<i>Price Breaks \$</i>	<i>Paper Type</i>	<i>Brand of Stock</i>
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
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	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	
	\$	<input type="checkbox"/> Recycled <input type="checkbox"/> Virgin	

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____