



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-15-0067	Buyer: Anna Hawthorne (501-324-9316) Anna.Hawthorne@dfa.arkansas.gov
Commodity: Hotel and Lodging Supplies Agency: Arkansas Department of Parks and Tourism	Bid Opening Date: June 23, 2015
Date Issued: June 9, 2015	Bid Opening Time: 2:00 p.m. CDT

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name:

Name (type or print):

Title:

Address:

City:

State:

Zip Code:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000699728

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 2 of 20

1. MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. 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____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

4. REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

5. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

6. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 3 of 20

7. ANTICIPATION TO AWARD

After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

8. PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

9. VISA ACCEPTANCE

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

10. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

11. CURRENCY

All bid pricing must be in United States dollars and cents.

12. LANGUAGE

Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 **INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Parks and Tourism (ADPT) to obtain catalog published price discounts and contracts with vendors for Hotel and Lodging Supplies.

1.2 **ISSUING AGENCY**

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Anna Hawthorne at 501-324-9316 or by email at Anna.Hawthorne@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 **CAUTION TO BIDDERS**

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date and time specified on page one.**
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 **BID FORMAT**

Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 **TYPE OF CONTRACT**

The contract will be a one (1) year term contract from the date of award.

Upon mutual agreement by vendor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded to the:

Arkansas Department of Parks and Tourism
Attn: Accounts Payable
1 Capitol Mall Room 4A-900
Little Rock, AR 72201

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any commodity. Payment **will** be made only after the contractor has successfully satisfied the ADC as to the goods and service purchased. Vendors should invoice ADC by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

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

No sub-contractors will be allowed

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 6 of 20

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To continue a contract once the equipment has been repossessed.
 - d. To conduct litigation in a place other than Pulaski County, Arkansas
 - e. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.12 CONDITIONS OF CONTRACT

The successful bidder(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the State entity and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.13 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendors are required to retain total liability until the deliverables have been accepted by the "authorized entity official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.15 PUBLICITY

News release(s) by a vendor(s) pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 AWARD CRITERIA

This IFB will be awarded, on an ALL or NONE basis, to all responsible, responsive, bidders who meet all specifications as outlined within this IFB. All item categories and items must be bid to be considered. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.17 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official.

1.18 COST

All discounts **must** be included on the Official Bid Price Sheet for the goods being bid. Discounts must be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

- The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
- Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items shall be borne by the bidder.
- Discounts should be assigned to each separate category as a separate line on the pricing sheet.

NOTE: ADDITION OF NEW ITEMS: New items, or items not previously ordered, are to be available to the ADPT at the same percentage discount as stated on the contract.

1.21 PRICE CHANGE CLAUSE

All percentage discounts bid **will** remain firm for the first term of the contract. In the event of an industry wide price increase, the contractor may request a percentage adjustment at the time of the contract extension request, provided the contractor submits documentation from the manufacturer certifying/justifying the increased cost.

After receipt of required documentation and in the event a price change is authorized thereafter, said percentage discounts **will** remain firm for any period agreed upon for extension.

In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

1.22 DELIVERY: FOB DESTINATION

Delivery shall be made to any (52) ADPT recreation parks within the State of Arkansas. The location will be specified on purchase order from the ADPT.

The ADPT requests delivery within (14) days after receipt of the order. If this delivery date cannot be met, the bidder must state the number of days required to deliver the commodity to the ADPT designated location. Failure to state the delivery time obligates the bidder to complete delivery by the entity's requested date. Extended delivery dates may be considered upon mutual agreement between vendor and ordering entity.

Delivery _____ days after receipt of order.

All transportation expenses for delivery will be the responsibility of the vendor.

All deliveries must be made during normal work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the ADPT. The vendor shall give the ADPT immediate notice of any anticipated delays that will affect the delivery requirement. Loss or damage that occurs during shipping, prior to the order being received by the entity, is the product vendor's responsibility.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.

1.23 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of products shall be made within 30 days of receipt. Ordering agency shall have the option to return any products within the 30 days.

Return Requirements:

ADPT shall coordinate returns with the vendor. ADPT reserve the right to return products for defects in material and/or workmanship. In the event of product return, the ADPT reserves the right to accept either a full refund for the returned product or a replacement of the product.

1.24 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation (30) days prior to the date of cancellation.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 **SCOPE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Parks and Tourism (ADPT) to obtain catalog price discounts and contracts with vendors for Hotel and Lodging Supplies.

2.2 **PRICING**

It is the agency's intent to obtain the greatest discount off the most current published catalog price list. Discounts must be by product category. All items listed in each category must be available for purchase through vendor's catalog. All other catalog items that are available for discount, not listed in a category, should be listed in the space provided on the Official Bid Price Sheet or attached to the bid response.

2.3 **DISCOUNT CHANGE CLAUSE**

The vendor may offer larger discount percentages for products at any time during the contract. The overall price structure and discount levels shall remain firm for the term of the contract. Volume discounts and promotions above the bid discounts are acceptable and encouraged.

2.3 **VENDOR CATALOG**

Prior to award, the vendor must provide a catalog, including published prices, to provide ADPT a list of products available for purchase under this contract.

2.4 **VENDOR WEBSITE ADDRESS**

The agency requests the ability to order products from the vendor's website, if available. All price percentage discounts shall apply when ordering from the vendor's website.

Vendor should provide a website address, if available, to provide ADPT a list of products available for purchase under this contract.

Website address: _____

2.5 **ESTIMATED ORDER QUANTITY**

All quantities listed on the Official Bid Price Sheet are estimates only. In responding to the IFB, vendors recognize that the ADPT will award to multiple vendors; however, the ADPT reserves the right to purchase like and similar products from other vendors as necessary to meet the agency's needs.

SECTION 3 - ITEM SPECIFICATIONS

3.0 **CATEGORIES**

Each Item number represents a category. A list of core items, along with the item description, is listed for each category.

The vendor must bid on all categories and shall provide all items listed under each category. A bid of zero percent (0%) for any category will not be considered and shall be cause for disqualification. All specifications must comply for each item.

3.1 **BRANDS / APPROVED EQUALS**

Examples of brands will be listed for each item that is listed under each category. Approved equal items will be accepted.

The bidder should provide, in the space provided below, a brand and model number for each item listed. Failure to list the Brand and Model number obligates the bidder to provide the example brand and model numbers listed in the column titled "Brand/Model Number example".

3.2 **ITEMS**

ITEM 1 – LINENS CATAGORY

Items	Brand/Model Number example	Brand/Model Number available
Throw Pillow	Warp & Phil, LLC, T3 Collection / 6692THROWPILLOW or approved equal	
Bolster Pillow	Warp & Phil, LLC, T3 Collection / 6692BOLSTER or approved equal	
King Bed Scarf	Warp & Phil, LLC, T3 Collection / 6692T3BDSCF-K or approved equal	
King Bed Skirt	Warp & Phil, LLC, T3 Collection / 6692T3BDSKT-K or approved equal	
King Top Sheet	1888 Mills, 1888 Mills Beyond Bedding Collection / SFTBYSS-K or approved equal	
Queen Bed Scarf	Warp & Phil, LLC, T3 Collection / 6692T3BDSCF-Q or approved equal	
Queen Bed Skirt	Warp & Phil, LLC, T3 Collection / 6692T3BDSKT-Q or approved equal	
Queen Bed Skirt	1888 Mills / SFTADORNSKIRTQ-WHT or approved equal	
Dish Towels	John Ritzenthaler / J29CA861-R or approved equal	
Kitchen Towels	John Ritzenthaler / Café Solid or approved equal	
Oven Mitt	John Ritzenthaler / J29CA657-N or approved equal	
Pot Holders	John Ritzenthaler / J29CA963-R or approved equal	
Table Skirting	Riegel Mount Vernon Mills / G2TPPTS-SP-18WHT or approved equal	
Table Skirting	Riegel Mount Vernon Mills / G2TPPTS-SP-18BLK or approved equal	

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 11 of 20

ITEM 2 – SMALL WARES AND FOOD EQUIPMENT CATAGORY

Items	Brand/Model Number example	Brand/Model number available
Bun Pan	Royal Industries / K2GROYBN913 or approved equal	
Toaster	Hamilton Beach / M4J24610 or approved equal	
Coffee Maker	Registry / 6430CM4B or approved equal	
Coffee Maker	Registry / 6430CM12B or approved equal	
Mugs	Registry / M92C08EB or approved equal	
Silverware	Oneida Global / B8CB421020U or approved equal	
Tumblers	Registry / V6TREG2 or approved equal	
Tumblers	G.E.T. / K898816 or approved equal	
Clock	Timex / 2663T1233BA or approved equal	
Hair Dryer	Conair / 1497136W or approved equal	
Hair Dryer	Registry / 3231WMH01 or approved equal	
Hair Dryer	Registry / 3231WMH01LW or approved equal	
Hangers	Registry / L7K66MO-WB or approved equal	
Hangers	Registry / L7K66MO-MB or approved equal	
Ice Bucket	Registry / N3LR2500BGE or approved equal	
Ice Bucket Liners	Registry / 2465BLR0965125AH or approved equal	
Ice Bucket Liners	Registry / 2465BL121206 or approved equal	
Iron	Conair / 1497WCI205 or approved equal	
Ironing Board	Registry / D7B4480003 or approved equal	
Ironing Board	Homz / D7B4831172 or approved equal	
Ironing Board Accessories	Registry / D7B1470005 or approved equal	
Ironing Board Accessories	Homz / D7B4300804 or approved equal	
Ironing Board Accessories	Registry / 2342CDSFNAT or approved equal	
Ironing Board Cover	Homz / D7B1490000 or approved equal	
Keycard Envelope	Registry / MLJKEYCARD-ENV or approved equal	
Keycards	Registry / MLJWELCOME or approved equal	
Keycards	Registry / MLJUNI-KEY-CRD or approved equal	

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 12 of 20

ITEM 3 – JANITORIAL EQUIPMENT-HOSPITALITY CATEGORY

Items	Brand/Model Number example	Brand/Model Number available
Bellman Cart	Registry / 2342ESBSBG8 or approved equal	
Housekeeping Cart	Rubbermaid / S5R9T19BLA or approved equal	
Utility Cart	Rubbermaid / S5R4091 or approved equal	
Laundry Cart	Registry / U6ZA08WHPMA or approved equal	
Wire Laundry Cart	Royal Basket / U6ZR27BKW0A or approved equal	
Baggage Tag	Registry / U72LFT or approved equal	
Caddy Bag	Registry / 2342CB6BR or approved equal	
Hamper Bags	Hbd / PK7DR181143 or approved equal	
Hamper Bags	Hbd / PK7DR241143 or approved equal	
Heavy Duty Bag	Forbes / F4F21CL or approved equal	
Laundry Bag	Registry / Y6NP3040PC or approved equal	
Nylon Bags	Forbes / F4F21NL or approved equal	
Pickup Bag	Registry / PK7DS1824WH or approved equal	
Pickup Bag	Registry / PK7DS1824GR or approved equal	
Cashiers Envelopes	Registry / U72CRE or approved equal	
Casters	Registry / 36345 or approved equal	
Hinges	Don-Jo / K4TCP74545-633 or approved equal	
Door Latch	Registry / L3CDLR-ARC or approved equal	
Sign	Registry / B8AESP or approved equal	
Sign	Registry / R74EMW or approved equal	
Sign	Registry / R74EOB or approved equal	
Sign	Registry / K9JADACHS-9X3 or approved equal	
Sign	Registry / R74GW or approved equal	
Sign	Registry / R742299A or approved equal	
Luggage Rack	Registry / 2342DELUXE or approved equal	
Poly Truck	Registry / U6ZA08RGPT or approved equal	
Rigid Caster	Royal Basket Trucks / U6ZR04GRCRU or approved equal	

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 13 of 20

Bath Mat	Rubbermaid / S5R704104 or approved equal	
Robe Hook	Franklin Brass / 14059002PC or approved equal	
Robe Hook	Taymor / T3A01-9402 or approved equal	
Shower Curtain	Hookless / 2240HBH41BUB05W or approved equal	
Shower Curtain	Hookless / 2240VINYL-WHT or approved equal	
Shower Curtain	Registry / AMERRD-6-W or approved equal	
Shower Rod	Winglts / 3943WOCSN5-6SP or approved equal	
Shower Rod	Franklin Brass / 1405176-6 or approved equal	
Shower Rod	Shower Solutions / 3979B72BS-6 or approved equal	
Shower Rod	Franklin Brass / 1405176-5 or approved equal	
Soap Dish	Gessner / M3A0314BK or approved equal	
Soap Dish	Registry / 57P9823W or approved equal	
Soap Dish	Franklin Brass / 1405F1406 or approved equal	
Strike & Keeper	Prime-Line Product / K5HPH17058 or approved equal	
Swivel Caster	Royal Basket Truck / U6ZR04GRCSU or approved equal	
Table Skirt Hangers	Registry / N3LR2500BGE or approved equal	
Tissue Box Cover	Creative Bath / A58913BLK or approved equal	
Toilet Bowl Mop	Registry / J2H280100 or approved equal	
Toilet Paper Holders	Franklin Brass / 14059008PC or approved equal	
Toilet Seats	Bemis / R5T170 or approved equal	
Towel Bars	Franklin Brass / 14059018PC or approved equal	
Towel Shelves	Taymor / T3A011043 or approved equal	
Towel Shelves	Taymor / T3A011044 or approved equal	
Trash Can	Registry / 3900HR105BKCH or approved equal	
Wire Shelving	Registry / 3634184874BLK or approved equal	
Duster	Registry / X86265-10 or approved equal	
Dusters	Registry / L3C21 or approved equal	
Latex Gloves	Registry / NAY8440L or approved equal	

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 14 of 20

Fabric Softener	Bounce / PC608583 or approved equal	
Laundry Detergent	Ultra Tide, Procter & Gamble / #PC622354 or approved equal	

ITEM 4 – FURNITURE, FIXTURES, AND ARTWORK CATAGORY

Items	Brand/Model Number example	Brand/Model number available
Queen Headboard	Home Meridian, Samuel Lawrence, Galaxy / 3720-250 or approved equal	
Floor Lamp	Gramercy Park Collection / RG25618HD or approved equal	
Floor Lamp	Arkansas Lamps / 5755FPL-EX or approved equal	
Nightstand Lamp	Gramercy Park Collection / RG25617EHD or approved equal	
Nightstand Lamp	Gramercy Park Collection / RG25712E2OSN or approved equal	
Table Lamp	Arkansas Lamps / 5688E20-EX or approved equal	
Desk Lamp	Gramercy Park Collection / RG26034E20 or approved equal	
Desk Lamp	Registry / P831004XX or approved equal	
Lamp Shade	Registry / T276X11X9 or approved equal	
Room Mirror	Midtown / RPY14456 or approved equal	
Lounge Chair	Grosfillex / A7HNAUTICA-3 or approved equal	
Lounge Chair	Telescope Casual / G2S762X or approved equal	
Umbrella	Registry / 55W9-NAT or approved equal	
Key Box	MMF Industries / R6T201900307 or approved equal	
Door Guard Shim	Registry / L3CDG-SHIM-P or approved equal	
Corner Guards	Pawling Corp / A3ACG-10 or approved equal	
Corner Guards	Pawling Corp / A3ACG-135 or approved equal	
Top/Bottom Caps	Pawling Corp / A3ATC-10 or approved equal	
Top/Bottom Caps	Pawling Corp / ACATC-135 or approved equal	

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 15 of 20

ITEM 5 – PERSONAL AMINITIES CATAGORY

Items	Brand/Model Number example	Brand/Model Number available
Bar Soap, Bath	Marietta ProTerra / P5TPTBB175-2 or approved equal	
Bar Soap, Face	Marietta ProTerra / P5TPTFBB8-2 or approved equal	
Shampoo	Marietta ProTerra / 1025921 or approved equal	
Conditioner	Marietta ProTerra / 1025922 or approved equal	
Facial Make-Up Remover	Registry / 2871MRW4 or approved equal	
Lotion	Marietta ProTerra / 1025920 or approved equal	
Shower Cap	Marietta ProTerra / P5TPTSWC or approved equal	
Hair Dryer Bag	Registry / 2342FRHDBAGWEM or approved equal	
Coffee Tray	Registry / 2342TRCFB or approved equal	

NOTE: Additional items are for information purposes only and are not part of the award criteria.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 17 of 20

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 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 the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will 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 are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 invitation. The bidder hereby 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 it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The bid 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 bidder. 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 bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0067

Page 18 of 20

failure to meet specifications 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 bidders list or suspension of eligibility for award.

18. 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.

19. 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 invitation for bid, (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.

20. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. 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.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures 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.

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

26. CONTINGENT FEE: The bidder 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 bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.

28. 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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-##-####

Page 19 of 20

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:		SUBCONTRACTOR NAME:	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
TAXPAYER ID NAME:		IS THIS FOR: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:		FIRST NAME:	M.I.:
ADDRESS:			
CITY:	STATE:	ZIP CODE:	COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F O R I N D I V I D U A L S *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ **None of the above applies**

F O R A V E N D O R (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ **None of the above applies**

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-##-####

Page 20 of 20

Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____