

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

**INVITATION FOR BID**

IFB Number: <b>SP-16-0105</b>	Buyer: <b>Janet Quattlebaum</b> at 501-324-9319 or <a href="mailto:janet.quattlebaum@dfa.arkansas.gov">janet.quattlebaum@dfa.arkansas.gov</a>
Commodity: <b>Income Tax Booklets</b> Agency: <b>Department of Finance &amp; Administration – Revenue Services (DFA-Revenue)</b>	IFB Opening Date: October 21, 2015
Date: October 14, 2015	IFB Opening Time: <b>2:30 p.m. CDT</b>

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

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 [ ]

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TYPE OF CONTRACT:	<b>FIRM</b>
AGENCY P.R. NUMBER	1000720843

**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 Act 2157 of 2005, 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](mailto: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. 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 have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

**4. 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 an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

**5. 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.

**6. DELIVERY OF RESPONSE DOCUMENTS:**

In accordance with the Arkansas Procurement Law and Regulations, 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.

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**7. 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.

- 8. 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 agencies/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.

- 9. 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 offer 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 electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 10. 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.
- 11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms posted with this bid.
- 12. CURRENCY:** All bid pricing must be listed in United States dollars and cents.
- 13. LANGUAGE:** Bids will only be accepted in the English language.

## **SECTION I – GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This Invitation for Bid (IFB) is to establish a FIRM contract for the production and mailing of 2015 Tax Booklets for the State of Arkansas.

### **1.2 ISSUING AGENCY**

**The issuing agency 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, Janet Quattlebaum at 501-324-9319. 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 will be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.
2. For a bid to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the bid.
3. All official documents and correspondence shall be included as part of the resultant contract.
4. 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 bid requirement in the IFB.
  - e. Failure of any proposed 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.

### **1.5 TYPE OF CONTRACT**

This is a Firm Contract for a one time purchase.

### **1.6 PAYMENT AND INVOICE PROVISIONS**

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 agency as to the goods purchased. Vendors should invoice agency 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>

An itemized invoice addressed to the ordering agency reflecting agency's purchase order number, quantity, contract number SP-16-0105 description, and unit price is required. (Also refer to 1.17 Presort/Postage.)

**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 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.

If any part of the work must be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**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 de-installation.
    - 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.

**1.12 CONDITIONS OF CONTRACT**

The successful bidder **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 **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(s) 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 vendor is 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.

**1.15 PUBLICITY**

News release(s) by a vendor 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**

Award shall be made on an ALL OR NONE basis to the lowest responsible, responsive bidder. **Bidders must bid all items 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.

Bidders may bid virgin or recycled paper. **A 10% preference will be given to recycled paper.** To receive preference, recycled paper must be bid for all items.

**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. The vendor shall not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.18 COST**

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the goods being bid. Bid pricing must be valid for 60 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

The total bid price covers all of the materials and operations necessary for the production of items specified. This includes but is not limited to all prepress production costs from furnished production materials, paper stock, label stock, printing/imaging, perforating, folding, binding, quality assurance, printing and construction of the envelope and its insertion into booklet, special packaging, pallets, FOB destination, inside delivery of unaddressed booklets to multiple Department of Finance and Administration offices, presort, delivery to Post Office and mailing of addressed booklets, return of furnished production materials to agency and the submission of required proofs, freight paid, submission of required proofs and the return of furnished production materials.

Bidders may bid virgin or recycled paper. **A 10% preference will be given to recycled paper.** To receive preference, recycled paper must be bid for all items.

**NOTE:**

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve service required shall be borne by the bidder.
3. Official Bid Price Sheet may be reproduced as needed.

**1.19 PERFORMANCE BOND/PERFORMANCE SECURITY**

(REQUIRED ONLY OF SUCCESSFUL BIDDER PRIOR TO AWARD.) In order to assure full performance of all obligations imposed on a vendor in contract with the State, the vendor will be required to provide a performance security in an amount of FIFTY PERCENT (50%) of the total bid price submitted by the bidder within ten (10) working days from the date of receipt of the State's written notification by mail of intent to award a bid. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or an irrevocable letter of credit from an Arkansas bank. A cashier's/certified check may also be accepted in certain circumstances. The contract shall be awarded upon acceptance of the performance security by the State procurement agent/official.

If a vendor fails to deliver the required performance security, the bid shall be rejected and the contract shall be awarded to the provider of the next low bid. In the event of a breach of contract, either through quality problems, late delivery, substitutions, nonperformance, or other areas within the control of the vendor, the State procurement agent/official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the State procurement agent/official may initiate procedures for collection against the vendor's performance security.

In order to achieve the greatest economy for the State, the state procurement agent/official may choose the next low bidder, re-advertise for bids, negotiate a purchase, or complete any other action consistent with the procurement laws. The performance security will be released at the end of the contract term.

**1.20 DELIVERY INSTRUCTIONS (FOB DESTINATION, FREIGHT PAID, INSIDE DELIVERY)**

Delivery of items must be made within the time specified. Failure on the part of the vendor to comply with this requirement of the contract may result in forfeiture of performance security.

**ADDRESSED BOOKLETS:**

All addressed booklets must be delivered to a First Class U.S. Post Office for mailing on JANUARY 2, 2016. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

ALL ADDRESSED BOOKLETS MUST BE DELIVERED TO THE POSTAL SERVICE ON THE SAME DAY.

Note: See item specifications for estimated quantities of addressed booklets.

**NON ADDRESSED BOOKLETS:**

*See "Special Packaging / Pallet Specifications"*

Contractor will be responsible for delivering the booklets the first week of January 2016. Specified amounts of the each booklet to be delivered to approximately one hundred and thirty-three (133) Revenue Offices located throughout the State (FOB Destination, Inside Delivery, and Freight Paid). Mode of delivery is to be UPS or other similar form of transportation. Addresses and quantities for Revenue Offices are included within this bid.

SEE FOB DELIVERY ADDRESSES BEGINNING ON PAGE 17.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

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

The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

**1.21 SPECIAL PACKAGING / PALLET REQUIREMENTS**

**NON ADDRESSED BOOKLETS**

Booklets are to be delivered to the DFA-Revenue locations in corrugated boxes. Boxes are to contain one hundred (100) booklets each. Each box must be clearly marked on the exterior indicating the form name, tax year and quantity. Boxes are to be constructed in such manner as to protect contents from damage during handling, shipping and storage. Individual box weight shall not exceed thirty-five (35) lbs.

**PALLET REQUIREMENTS:**

Each pallet shall be forty x forty-eight inches (40" x 48") and shall not exceed a maximum height of 51 inches (51") from the floor when loaded. The boxes shall be secured on the pallet in a manner acceptable to the freight line industry.

NOTE: PALLETS NOT MEETING THE ABOVE SPECIFICATIONS WILL BE REJECTED AT THE DOCK.



**1.22 PRESORT / POSTAGE**

Contractor must provide carrier route sorting, five (5) digit zip code sorting and residual levels sorting to achieve the most accurate and economical mailing.

Booklets are to be mailed using the Vendor's standard postal permit.

Separate itemized invoices for postage cost for each item is to be provided to the agency by December 5 2016. Invoices must be addressed to the ordering entity reflecting, contract number SP-16-0105, quantity of booklets mailed, and unit price. DFA-Revenue will provide a state warrant (check) payable to the US Postal Service to cover the postage cost.

All postage charges (including cost for postal permits) for delivery of the booklets after receipt by the Post Office will be paid by the Department of Finance and Administration using postage permits. Contractor must submit a separate, mailing statement for each shipment. Contractor will secure postage permit and compute mailing cost.

Postage is billed to an account established by the contractor with monies received from the Revenue Division. Transportation expenses for delivery of the remaining booklets to approximately one hundred thirty-three (133) Revenue Offices throughout the State of Arkansas will be the contractor's responsibility and must be included in the bid price.

**Note:** *The Dept. of Finance and Administration will pay actual postage costs documented by the US Postal Service.*

**1.23 INVOICING**

An itemized invoice addressed to the ordering agency reflecting agency's purchase order number, quantity, contract number SP-16-0105 description, and unit price is required. (Also refer to 1.21 Presort/Postage.)

**1.24 STATE HOLIDAYS**

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington's Birthday	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veterans Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday
Christmas Eve	December 24	
Christmas Day	December 25	

Additional days can be proclaimed as holidays by the Governor, by Executive Proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays.

**NOTE:** Day of observance will normally occur on the Friday before or Monday after holidays that fall on a weekend.

## **SECTION 2 - SPECIFIC REQUIREMENTS**

- 2.1 QUALITY:** Items provided under the scope of this contract will be of **GOOD** quality. Accurate registration is required. Trimming is to be even with no jagged or torn edges. Hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, roller marks, and ghosting will not be accepted.

Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a minimum of 15 days 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, the Office of State Procurement, in coordination with the using agency, will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If, in the opinion of the Office of State Procurement and the using agency, 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, the Office of State Procurement will establish, in writing, a new delivery date.

- 2.2 SOY INK REQUIREMENT (ALL ITEMS):** The use of a soybean oil ink product is REQUIRED for the printing of ALL ITEMS on this contract.

*INDICATE BRAND OF SOY INK BID BELOW.*

Brand of Soy Ink Bid: \_\_\_\_\_

- 2.3 ITEM 1- INDIVIDUAL INCOME TAX BOOKLET AR1000 (LONG FORM BOOKLET):** Approximately 250,000 booklets will have taxpayers address printed/imaged in designated location on front of booklet.

- 2.4 SIZE:** Approximately 8-1/2" x 11"

- 2.5 NUMBER OF PAGES:** Approximately 56 pages including cover

- 2.6 PER SIGNATURE RATE:** The number of text pages is estimated at 56. These rates shall not enter into the determination of the lowest, 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 will result in rejection of the vendor's bid. Vendor will be required to deduct or add to the invoices if the number of pages varies.

COST PER EACH PAGE SIGNATURE:

Add for 4 PAGES +\$\_\_\_\_\_ Deduct for 4 PAGES -\$\_\_\_\_\_

Add for 8 PAGES +\$\_\_\_\_\_ Deduct for 8 PAGES -\$\_\_\_\_\_

- 2.7 INK:** Black and PMS two hundred (200).

- 2.8 PAPER STOCK:** Newsprint and Bond/Offset

**NOTE: THIS BOOKLET WILL PRINT ON TWO (2) DIFFERENT PAPER STOCKS AS FOLLOWS:**

The types of paper stocks listed are the minimum grades that will be accepted. Bidders should indicate paper stock they are bidding in spaces provided below. Bidders may bid any paper stock with specifications that equal or exceed specifications as shown below.

"Recycled paper," as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post-consumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) post-consumer material by fiber weight.

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**Approximately twenty-eight (28) text pages will be printed on a (thirty pound) 30# or (thirty-two pound) 32# Newsprint with the following specifications:**

Virgin or Recycled: 30# or 32# Newsprint, White, Minimum Brightness 57.

*INDICATE BRAND OF NEWSPRINT STOCK BID BELOW.*

Brand of Newsprint Stock Bid: \_\_\_\_\_ Recycled \_\_\_\_ Virgin \_\_\_\_

Weight Bid: \_\_\_\_\_

**Approximately 28 pages in the middle and the OUTSIDE COVER of the booklet will be printed on Bond or Offset with the following specifications:**

Virgin or Recycled: 20# Bond or 50# Offset, White, Minimum Brightness 80.

*INDICATE BRAND OF BOND/OFFSET STOCK BID BELOW.*

Brand of Bond/Offset Stock Bid: \_\_\_\_\_ Recycled \_\_\_\_ Virgin \_\_\_\_

Weight Bid: \_\_\_\_\_ Type Bid: Bond \_\_\_\_\_ Offset \_\_\_\_\_

- 2.9 PRODUCTION MATERIALS (ITEMS 1 & 2):** The ordering agency will provide laser print with CD or DVD in InDesign CS5.5 v.7.5.3 or PDF with samples of previous year's booklets, which will be available by November 15, 2015.

Agency will provide the magnetic media with the address information. The addressing information will be provided on compact discs (CD's) using Fixed Length ASCII file. The agency should provide the test data by November 4, 2015 and copies of the label format and layout. The addressing information should be mailed to vendor no later than the week of December 1, 2015.

The successful contractor will be required to provide a written production schedule upon receipt of production materials to:

Department of Finance and Administration  
ATTN: Grace Nobles, Administrative Services  
PO Box 2485  
Little Rock, Arkansas 72203-2485

- 2.10 PRESSWORK:** A die cut cover will be acceptable to allow address label under cover to be read by US Postal Service and also allow the taxpayer to remove for placement on their tax return. Both colors of ink (Black and PMS 200) are used throughout the booklet. Booklet contains reverses, screens and halftones with no bleeds. The outside back cover will print with postage "PAID" permit.

AR1000 booklet: The middle 24 pages constitute the removable forms in each booklet. Removable pages require a vertical perforation down the 11" length 8-1/4" from the outside edge. Detached page size must measure 8-1/4" x 11". Perforations may be slit or slot, but not pinhole, and must allow for easy "no tear" separation of pages while retaining sufficient strength to prevent accidental detachment during normal handling and mailing.

- 2.11 COLOR PRESSURE SENSITIVE PIGGYBACK LABEL (Item 1):** Approximately 250,000 booklets will require address labels.

Contractor will be responsible for imaging/printing the upper back of the booklet with the taxpayer's name and address and imaging/printing a 1-1/4" x 4" COLOR pressure sensitive piggyback label. This pressure sensitive label must be constructed so that it can be removed by the taxpayer and be used as an address label on their tax return.

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The label font size will be 14 pt. or agency approved equal. A color label under the die cut cover will be acceptable. Post Office must be able to read this address label and the same label must be used by the taxpayer to submit their tax return.

- 2.12 WHITE Pressure Sensitive Labels (Items 1 & 2):** The inside of the booklet will contain a separate sheet with three (3) other white labels as outlined below.

Contractor will be responsible for imaging/printing three (3) each 7/8" x 3-1/4" WHITE pressure sensitive labels. These labels will be applied to the return envelope by the taxpayer to mail their completed return to the Revenue Office.

Labels with Instructions on one side of 8-1/2" x 11" sheet to be saddle-stitched inside booklet.

Each label will require a postal barcode.

- 2.13 LABEL PROOF (Items 1 & 2):** The contractor will be required to submit printed samples in address format produced from the test tape supplied by the agency. These proofs must be approved by the ordering agency prior to production.

- 2.14 BINDING (Items 1 & 2):** Booklets to be bound along the 11" way saddle-stitched using two wire staples. Label sheets to be saddle-stitched into the booklet.

- 2.15 ENVELOPE SPECIFICATIONS (Items 1 & 2):** Envelopes **must** meet the minimum Federal Postal Regulations. Folding, cutting and gluing shall be positioned to insure sufficient width and strength of the envelopes. Squeeze out of excessive glue must not occur.

- 2.16 ENVELOPE SIZE (Items 1 & 2):**  
Overall Dimensions: approximately 5-1/2" x 9-1/2"  
Inside Dimensions: no less than 4-1/8" x 9-1/2"  
Seal Flap Length: approximately 1-1/4"  
Throat: 5/8"

- 2.17 ENVELOPE INK (Items 1 & 2):** Black ink only

- 2.18 ENVELOPE STOCK (Items 1 & 2):** The types of paper stock listed are the minimum grades that will be accepted. Bidders should indicate paper stock they are bidding in spaces provided below. Bidders may bid any paper stock with specifications that equal or exceed specifications as shown below.

Virgin or Recycled, 20# Bond or 50# Offset, White, Minimum Brightness 80.

"Recycled paper," as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post-consumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) post-consumer material by fiber weight.

*INDICATE BRAND OF BOND/OFFSET STOCK BID BELOW.*

Brand of Stock Bid: \_\_\_\_\_ Recycled \_\_\_\_ Virgin \_\_\_\_

Weight Bid: \_\_\_\_\_ Type Bid: Bond \_\_\_\_\_ Offset \_\_\_\_\_

- 2.19 ENVELOPE PRODUCTION MATERIALS (Items 1 & 2):** The ordering agency will provide laser print with CD or DVD in, InDesign CS5.5 v.7.5.3 or PDF and artwork no later than November 15, 2015.

- 2.20 ENVELOPE PRESSWORK (Items 1 & 2):** Envelopes print front and back. No bleeds or reverses. The envelope will require a facing identification mark (FIM). Envelope is cross folded between the saddle-stitching.

- 2.21 ENVELOPE CONSTRUCTION OPTION (ITEMS 1 & 2):** The contractor may produce a diagonal seam or double side seam envelope.

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**2.22 ITEM 2: INDIVIDUAL INCOME TAX BOOKLET AR 1000S (SHORT FORM BOOKLET)**

The majority of 20,000 booklets will have taxpayers address printed/imaged in designated location on front of booklet.

**2.23 SIZE:** Approximately 8-1/2" x 11"

**2.24 NUMBER OF PAGES:** Approximately 28 pages including cover.

PER SIGNATURE RATE: The number of text pages is estimated at 28. These rates shall not enter into the determination of the lowest, 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 will result in rejection of the vendor's bid. Vendor will be required to deduct or add to the invoices if the number of pages varies.

COST PER EACH PAGE SIGNATURE:

Add for 4 PAGES +\$\_\_\_\_\_ Deduct for 4 PAGES -\$\_\_\_\_\_

Add for 8 PAGES +\$\_\_\_\_\_ Deduct for 8 PAGES -\$\_\_\_\_\_

**2.25 INK:** Black and PMS 200

**2.26 PAPER STOCK:** Virgin or Recycled: 20# Bond or 50# Offset, White, Minimum Brightness 80.

The types of paper stock listed are the minimum grades that will be accepted. Bidders should indicate paper stock they are bidding in spaces provided below. Bidders may bid any paper stock with specifications that equal or exceed specifications as shown below.

"Recycled paper," as it applies to coated stock, shall mean any paper that contains not less than 10 percent (10%) post-consumer material by fiber weight; as it applies to uncoated stock, it shall mean any paper that contains not less than 20 percent (20%) post-consumer material by fiber weight.

*INDICATE BRAND OF BOND/OFFSET STOCK BID BELOW.*

Brand of Stock Bid: \_\_\_\_\_ Recycled \_\_\_\_ Virgin \_\_\_\_

Weight Bid: \_\_\_\_\_ Type Bid: Bond\_\_\_\_\_ Offset \_\_\_\_\_

**2.27 PRESSWORK:** Same as Item 1 except all pages are printed on bond or offset and pages 19 through 26 constitute the removable forms contained in each booklet.

**2.28 LABELS:** Approximately 20,000 booklets will require the taxpayers name and address imaged/printed on color pressure sensitive label.

Both items will require imaging/printing of four each approximately 1" x 3-1/4" white pressure sensitive labels as specified in Item 1.

**2.30 LABEL PROOF:** Same as Item 1

**2.31 BINDING:** Same as Item 1

**2.32 COMPOSITION:** Same as Item 1

**2.33 ENVELOPE SPECIFICATIONS:** Same as Item 1

**2.34 PROOFS (Items 1-2):** TWO (2) SETS OF PROOFS ARE REQUIRED

The contractor will be required to provide two (2) sets of proofs (deluxe) in final form for the agency to review.

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**Note:** The agency requests a minimum of ten (10) working days to review proofs and make any page corrections.

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

Contractor is required to provide proofs designating areas to be printed in black ink and areas to be printed in red ink. A final proof must be assembled in the exact layout of the printed booklet.

Charge for author's alterations on deluxe proofs, per line \$4.00, not to exceed \$30.00, per page.

Both the using agency and the vendor are responsible for keeping accurate records showing time copy and proofs are mailed and received in order to calculate the final delivery date of the finished product. These records must show the dates proofs are mailed or delivered to the using agency and the date(s) they are returned. When the proofs are returned to the using agency, the vendor will provide a proofing document for the agency to sign indicating if corrections are necessary. The document will show the signature of the person reviewing the document, the date it was reviewed, and the necessary corrections to be made, if any. The contractor will not proceed without this signature. The time proofs are out of his plant will not count against production time.

When proofs are submitted to the agency, it will be the agency's responsibility to make the necessary corrections. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy alongside each correction.

All corrections must be made in blue, non-reproducing pencil.

Author's alteration charges after proofs have been approved not to exceed \$15.00 per production plate.

Send Proofs to:

Kathy Horner, Joel Y. Ledbetter Bldg., Rm. 2300, 1816 W 7th St., Little Rock, AR 72201

- 2.35** **OVERRUNS/UNDERRUNS:** Up to a 2.5% overrun per item will be authorized under this contract. Underruns are not allowed. Overruns will be priced at 80% of the unit contract price.
- 2.36** **PAPER STOCK BRAND NAME:** Paper stock brand names are used for purposes of quality identification only. Comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Competitive Grade Finder", published by Grade Finders, Inc. In the event a paper is bid which is not listed in the "The Competitive Grade Finder", it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified.
- 2.37** **SUBSTITUTION OF BRAND:** Any substitutions of brand under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Brand substitutes must be the same or higher GRADE with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.
- 2.38** **MISCELLANEOUS CHARGES/ALLOWANCES:** Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Office of State Procurement. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the Office of State Procurement. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

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- 2.39 LIQUIDATED DAMAGES:** All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet contractual requirements authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

It is expressly acknowledged by the Contractor that the damages to the State for the Contractor's failure to perform its responsibilities in any form as agreed upon in this Contract will result in damages to the State, damages which are difficult to calculate. Accordingly, damages will be imposed by the State against the contractor for failure to meet delivery schedule at the rate of one percent (1%) of the invoice amount for each working day beyond the specified delivery time as liquidated damages and not as a penalty. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State Procurement will assess such liquidated damages for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, the Office of State Procurement of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Office of State Procurement prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in liquidated damages of the greater; of up to 20% of the invoice price or \$500.

- 2.40 SAMPLES:** Contractor shall provide a minimum of three samples produced under this contract.

Send Samples to:

DFA/Office of State Procurement  
ATTN: Janet Quattlebaum  
Statewide Procurement Specialist  
1509 W. 7th Street, Suite 300  
Little Rock, AR 72201-4222

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**OFFICIAL BID PRICE SHEET**

Item	Quantity	Description	Unit Price Per Thousand	Extension
1	320,000	AR1000 - Long Form Booklet	\$_____ /M	\$_____
2	20,000	AR1000S - Short Form Booklet	\$_____ /M	\$_____
			<b>GRAND TOTAL</b>	<b>\$_____</b>



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## **FOB DELIVERY ADDRESSES**

### **State Revenue Offices - Addresses and Quantities**

Number of **boxes** of **non-addressed booklets** to be delivered to revenue offices throughout the State of Arkansas.  
SEE "*Special Packaging / Pallet Specifications*".

Approximately 309 boxes (AR 1000 – Long Form Booklet) to be delivered to FOB Delivery Addresses stated below. Total numbers shown below are approximate and may change as instructed by the using agency

NOTE: Only Item 1 (AR1000 – Long Form Booklets) will be distributed to individual revenue offices. All non-addressed booklets for Item 2 (AR1000S – Short Form Booklets) will be delivered to one location as indicated on page 22 of this IFB.

<b><u>Delivery Address</u></b>	<b><u>AR1000 (Long Form)</u></b>	<b><u>Delivery Address</u></b>	<b><u>AR1000 (Long Form)</u></b>	<b><u>Delivery Address</u></b>	<b><u>AR1000 (Long Form)</u></b>
State Revenue Office (Alzheimer Office) 8512 Dollarway White Hall, AR 71602	2	State Revenue Office 215 N. Main Benton, AR 72015	6	State Revenue Office 607 East Main Charleston, AR 72933	2
State Revenue Office 615 Clay Street Arkadelphia, AR 71923	4	State Revenue Office 2401 SW D St, Ste 3 Bentonville, AR 72712	4	State Revenue Office 603 Madison St. Clarendon, AR 72029	2
State Revenue Office (Atkins Office) 105 South Rochester Russellville, AR 72801	2	State Revenue Office 105 Spring St. Berryville, AR 72616	3	State Revenue Office 1140 South Rogers Clarksville, AR 72830	2
State Revenue Office Courthouse Annex Bldg. 351 N. 2 <sup>nd</sup> Ste 12 Ashdown, AR 71822	2	State Revenue Office 1818 S. Division, Ste C Blytheville, AR 72315	4	State Revenue Office 1400 Hwy 65 South Clinton, AR 72031	3
State Revenue Office Bldg 100, Rm 4, Wing C 718 Ash Flat Dr Ash Flat, AR 72513	2	State Revenue Office Courthouse 123 N. Broadway Ave Booneville, AR 72927	2	State Revenue Office 2455 Washington Ave, Ste 105 Conway, AR 72032	5
State Revenue Office 502 N. 3 <sup>rd</sup> Room B Augusta, AR 72006	2	State Revenue Office 309 W. Cedar Brinkley, AR 72021	2	State Revenue Office Courthouse 800 SW Second Street Corning, AR 72422	1
State Revenue Office 2610 Hwy 367 North Bald Knob, AR 72010	1	State Revenue Office Stonebridge Center 101 Northwest 3 <sup>rd</sup> St., Ste G Bryant, AR 72022	2	State Revenue Office 209 Main St. Crossett, AR 71635	2
State Revenue Office 1207 East Main Batesville, AR 72501	4	State Revenue Office 1604 S Pine St., Ste F Cabot, AR 72023	2	State Revenue Office Courthouse Annex 203 E. 5 <sup>th</sup> St. Danville, AR 72833	1
State Revenue Office 206 W. Center Beebe, AR 72012	2	State Revenue Office 135 Jackson St. Camden, AR 71701	2	State Revenue Office Courthouse 106 Union Street Dardanelle, AR 72834	1
		State Revenue Office City Hall 107 Spring Cave City, AR 72521	1		

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State Revenue Office (Decatur Office) 707 S. Lincoln, Ste A Siloam Springs, AR 72761	2	State Revenue Office 116 W. 3 <sup>rd</sup> Fordyce, AR 71742	2	State Revenue Office 113 West Clinton Heber Springs, AR 72543	2
State Revenue Office 110 West DeQueen Ave. DeQueen, AR 71832	2	State Revenue Office 2308 N Washington Forrest City, AR 72335	4	State Revenue Office 429 Cherry St. Helena, AR 72342	2
State Revenue Office 102 S. Arkansas Dermott, AR 71618	1	State Revenue Office 616 Garrison, Room 106 Fort Smith, AR 72901	6	State Revenue Office 116 E. 12 <sup>th</sup> Hope, AR 71801	3
State Revenue Office 207 Courthouse Square Des Arc, AR 72040	1	State Revenue Office 6515 Phoenix Ave. Fort Smith, AR 72903	6	State Revenue Office 1609 Albert Pike, Ste U Hot Springs, AR 71913	4
State Revenue Office 142 Court Square Dewitt, AR 72042	1	State Revenue Office 107 Mountain View Rd, Ste 1 Glenwood, AR 71943	1	State Revenue Office 200 Woodbine, Rm 142 Hot Springs, AR 71901	6
State Revenue Office (Dierks Office) 421 N. Main St., Rm 3 Nashville, AR 71852	1	State Revenue Office 901 First Avenue SW, Ste C Gravette, AR 72736	2	State Revenue Office Village Plaza, Ste R & S 4656 N. Hwy Hot Springs, AR 71909	2
State Revenue Office (Dover Office) 105 South Rochester Russellville, AR 72801	2	State Revenue Office 110 B. So. Broadview Greenbrier, AR 72058	1	State Revenue Office 704 West Commerce Horseshoe Bend, AR 72512	1
State Revenue Office 701A Hwy 65 South Dumas, AR 71639	1	State Revenue Office (Green Forest) 1020 Goblin Dr., Ste A & B Harrison, AR 72601	2	State Revenue Office 309 S. Broadway Hughes, AR 72348	2
State Revenue Office 1018 2 <sup>nd</sup> St. Earle, AR 72331	1	State Revenue Office 804 B. West Denver Greenwood, AR 72936	3	State Revenue Office 705 A North Parrott Huntsville, AR 72740	1
State Revenue Office 236 American Road El Dorado, AR 71730	4	State Revenue Office 205 E. Jefferson, Box 16 Hamburg, AR 71646	2	State Revenue Office 106 East 2 <sup>nd</sup> Street Imboden, AR 72434	1
State Revenue Office 211 N. Allis England, AR 72046	1	State Revenue Office 218 Main St Hampton, AR 71744	1	State Revenue Office 4 Crestview Plaza Jacksonville, AR 72076	4
State Revenue Office City Hall Building 239 S. Main Eudora, AR 71640	1	State Revenue Office 408 N. Illinois Harrisburg, AR 72432	1	State Revenue Office Farmer's Coop. Bldg. 108 N. Spring Street Jasper, AR 72641	1
State Revenue Office 965 S. Razorback Rd, Ste 2 Fayetteville, AR 72701	6	State Revenue Office 1020 Goblin Dr, Ste A & B Harrison, AR 72601	8	State Revenue Office 206 Southwest Dr. Ste. B Jonesboro, AR 72401	6
		State Revenue Office 183 N Hazen Ave. Hazen, AR 72064	3	State Revenue Office Courthouse 107 Cobean Lake City, AR 72437	2

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State Revenue Office 527 Hwy. 82 & 65S Lake Village, AR 71653	2	State Revenue Office 29 N. Poplar Marianna, AR 72360	2	State Revenue Office 131 Kelly St. Murfreesboro, AR 71958	3
State Revenue Office City Hall 116 So. Main Leachville, AR 72438	1	State Revenue Office County Office Bldg. 2921 State Hwy 77 South, Ste 17 Marion, AR 72364	2	State Revenue Office Courthouse Room 3 421 N Main Nashville, AR 71852	1
State Revenue Office City Hall Hwy 14 West Lead Hill, AR 72644	2	State Revenue Office 106 Frisco, Ste 104 Marked Tree, AR 72365	1	State Revenue Office 112 Main Newport, AR 72112	2
State Revenue Office 119 Chestnut St Lewisville, AR 71845	1	State Revenue Office E. Courthouse Square 213 Hwy 27 South Marshall, AR 72650	2	State Revenue Office Pike Plaza Shopping Ctr. 2655A Pike Ave No. Little Rock, AR 72114	4
State Revenue Office 215 South Main Lincoln, AR 72744	2	State Revenue Office 550 Edgewood, Ste 580 Maumelle, AR 72113	3	State Revenue Office 550 South Ermen Lane Osceola, AR 72370	2
State Revenue Office 3 State Police Plaza Dr. Suite 300 Little Rock, AR 72209	4	State Revenue Office 41 South Spring Street Melbourne, AR 72556	1	State Revenue Office 221 W. Main Ozark, AR 72949	1
State Revenue Office 9108 Rodney Parham, Ste 107 Little Rock, AR 72205	4	State Revenue Office 601-TA, Hwy 71N Mena, AR 71953	3	State Revenue Office 320 W. Court Street, Room 100 Paragould, AR 72450	2
State Revenue Office 105 Jefferson Lonoke, AR 72086	2	State Revenue Office 506 W. Gaines Monticello, AR 71655	2	State Revenue Office 25 S. 10 <sup>th</sup> St Paris, AR 72855	2
State Revenue Office Municipal Bldg., Room 102 901 Holly St. McGehee, AR 71654	1	State Revenue Office 207 N. St. Joseph Morrilton, AR 72110	2	State Revenue Office 410 North Fourche Perryville, AR 72126	1
State Revenue Office 101 South Court Square Magnolia, AR 71753	2	State Revenue Office (Mountainburg) 221 Main Street Van Buren, AR 72956	2	State Revenue Office Courthouse 151 S. 2 <sup>nd</sup> St. Piggott, AR 72454	1
State Revenue Office 129 West Page Malvern, AR 72104	2	State Revenue Office 200 East 8 <sup>th</sup> , Ste 102 Mountain Home, AR 72653	4	State Revenue Office 2801 Olive St. Space 7C Pine Bluff, AR 71611	1
State Revenue Office City Hall Bldg 415 Main Street Mammoth Springs, AR 72554	2	State Revenue Office 205 West Jefferson Mountain View, AR 72560	2	State Revenue Office Courthouse 107 W. Broadway Pocahontas, AR 72455	2
State Revenue Office 214 N. Baltimore Manila, AR 72442	1	State Revenue Office 127 South West Street Mount Ida, AR 71957	2	State Revenue Office 147 East 2 <sup>nd</sup> St. North Prescott, AR 71857	2

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State Revenue Office 740 East 9 <sup>th</sup> Rector, AR 72461	1	State Revenue Office 807 Broadway Street Smackover, AR 71762	1	State Revenue Office 109 West 1 <sup>st</sup> – RM 11 Waldron, AR 72958	2
State Revenue Office 120 Sycamore Street Rison, AR 71665	2	State Revenue Office 3159 Springdale Ave Springdale, AR 72762	6	State Revenue Office Courthouse, RM 3 315 W. Main Street Walnut Ridge, AR 72476	2
State Revenue Office 1428 West Walnut St Rogers, AR 72756	2	State Revenue Office 106 Victory Star City, AR 71667	2	State Revenue Office 410-B S. Martin Warren, AR 71671	2
State Revenue Office 105 South Rochester Russellville, AR 72801	4	State Revenue Office (Stephens Office) 135 Jackson St Camden, AR 71701	1	State Revenue Office (West Fork Office) 965 S. Razorback Rd, Ste 2 Fayetteville, AR 72701	2
State Revenue Office 118 Locust St Salem, AR 72576	2	State Revenue Office 205 W. Michigan Stuttgart, AR 72160	3	State Revenue Office 250 Shopping Way Ste A West Memphis, AR 72301	4
State Revenue Office 402 West Vine St Searcy, AR 72143	4	State Revenue Office 801 E. 4 <sup>th</sup> Texarkana, AR 71854	3	State Revenue Office 8512 Dollarway White Hall, AR 71602	1
State Revenue Office Dorey Bldg. 202 South Oak Sheridan, AR 72150	2	State Revenue Office 809 West Main Street, Ste B Trumann, AR 72472	2	State Revenue Office Courthouse, Room 7 705 E. Union Wynne, AR 72396	2
State Revenue Office Indian Hills Shop. Ctr., Sp. 22 6929 JFK Sherwood, AR 72116	2	State Revenue Office 221 Main Street Van Buren, AR 72956	3	State Revenue Office 219 East Old Main Yellville, AR 72687	2
State Revenue Office 707 S. Lincoln, Ste A Siloam Springs, AR 72761	4	State Revenue Office (Vilonia Office) 2125 Harkrider Ste 46 Conway, AR 72032	2		

## **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:** Quote F.O.B. destination. Bid the unit price. 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 Contracts: 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 Contracts: 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

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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 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.

# 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:

☐ Yes ☐ No

IS THIS FOR:

TAXPAYER ID NAME: ☐ Goods? ☐ Services? ☐ Both?

YOUR LAST NAME: FIRST NAME: MI.:

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:

## FOR INDIVIDUALS \*

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.]	Relation
	Current	Former		From MM/YY	To MM/YY		
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

## FOR A VENDOR (BUSINESS) \*

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?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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

## 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:

☐ Yes ☐ No

TAXPAYER ID NAME:

IS THIS FOR: ☐ Goods? ☐ Services? ☐ 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:**

### FOR INDIVIDUALS \*

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.] Person's Name(s)	Relation
	Current	Former		From MM/YY	To MM/YY		
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

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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? Person's Name(s)	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
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