



**STATE OF ARKANSAS**  
**DEPARTMENT PARKS, HERITAGE AND TOURISM**  
1 Capitol Mall Ste. 3B  
Little Rock, Arkansas 72201

**INVITATION FOR BID**  
**SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	ADPHT-25-034	Solicitation Issued:	12/20/2024
Description:	SMA Robo Scan 0 Large Format Digital Scanner System with SMA Book Spine Assist		
Division/Agency:	Arkansas State Archives		

SUBMISSION DEADLINE			
Bid Opening Date:	01/15/2025	Bid Opening Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid <b>must</b> be delivered to the Department of Parks, Heritage, and Tourism on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p>Department of Parks, Heritage and Tourism Procurement Attn: Jeff Griffin 1 Capitol Mall Ste. 3B Little Rock, Arkansas 72201</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"><li>• Solicitation number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Jeff Griffin	Buyer's Direct Phone Number:	(501) 682-6910
Email Address:	Jeffrey.griffin@arkansas.gov	Department's Main Number:	(501) 324-9150
Department Website:	N/A		

## SECTION 1 – INFORMATION AND INSTRUCTIONS

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Department of Parks, Heritage, and Tourism (“ADPHT”) to obtain pricing and a contract for one (1) SMA Robo Scan 0 Large Format Digital Scanner System with SMA Book Spine Assist to be used in the Arkansas State Archives.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

### 1.2 LIVE BID OPENING

## Microsoft Teams [Need help?](#)

### [Join the meeting now](#)

Meeting ID: 223 942 831 212

Passcode: yq6eW38v

### Dial in by phone

[+1 501-244-3310,,813874819#](#) United States, Little Rock

### [Find a local number](#)

Phone conference ID: 813 874 819#

In Person: Arkansas Department of Parks, Heritage and Tourism

Capital Mall Ste. 3B

Little Rock, Arkansas 72201

### 1.3 TYPE OF CONTRACT

- A. If it is the State’s best interest to do so, as a result of this IFB, the Department will award a contract to a single bidder. (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is 02/03/2025, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial and only term of a resulting contract will be for the purchase of one (1) SMA Robo Scan 0 Large Format Digital Scanner System with SMA Book Spine Assist.

### 1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

- G. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

## 1.5 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the "TOTAL" Cost entered onto the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
1. All bids received from responsive and responsible bidders exceed available funding; or
  2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
  2. Negotiations are conducted at the sole discretion of the State.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.
- F. The contract will be in the form of one or more Purchase Orders. Once received the Purchase Orders are the contractor's authority to ship and invoice. The State will inspect the delivered item(s) and, upon determining all conditions of the solicitation and Purchase Order(s) have been met, issue payment. Deposits or pre-payment of any amount prior to acceptance will not be made and bids requiring deposits or pre-payments will be rejected.

## 1.6 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (\*) are anticipated dates only and are subject to change at the discretion of the State. All times are listed in Central Time.

**TABLE A: TENTATIVE SOLICITATION SCHEDULE**

ACTIVITY	DATE
IFB Release to Prospective Contractors	12/20/2024
Deadline for Prospective Contractor Questions	1/3/2025 at 2:00pm cst
Answers to Questions Posted to Website Location	1/6/2025*
Proposal Due Date	1/15/2025 at 02:00pm cst
Post Anticipation to Award	1/20/2025*
Award Contract	2/3/2025*

## 1.7 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by the date and time noted above.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on date above. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.

## 1.8 RESPONSE DOCUMENTS

- A. All bids **must** be sealed and submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. Bid Response Packet
  - 1. Prospective Contractors **shall** utilize the Bid Response Packet attached to the Solicitation to submit their bids.
  - 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
    - a. Signed Bid Signature Page; signature may be ink or digital.
    - b. Completed Bid Response Packet, which **must** be in English.
    - c. Completed Official Bid Price Sheet attached to Solicitation posting.
      - i. Pricing **must** be proposed in U.S. dollars and cents.
      - ii. Prices **must** be firm offers and adjustments may be negotiated at the time of contract award.
      - iii. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
      - iv. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
    - d. Proposed Subcontractors Form [Standard Commodities Contract](#), section 14.
    - e. EO 98-04 Contract & Grant Disclosure Form
  - 3. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

- C. Prospective Contractors should not alter any language in Solicitation document(s) or Official Bid Price Sheet provided by the State. Responses will be rejected where alterations are found.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

## **SECTION 2 – SPECIFICATIONS AND REQUIREMENTS**

### **2.1 CONTRACTOR RESPONSIBILITY AND REQUIREMENTS**

- A. The Contractor shall provide one (1) SMA Robo Scan 0 Large Format Digital Scanner System with SMA Book Spine Assist, or agency approved alternate, with final approval from the Agency.
- B. After careful evaluation of specific conditions and equipment commonality benefit the SMA Robo 0 Large Format Digital Scanner was chosen as the best option. The State acknowledges that differing brand scanners may be of equal quality and performance capability so bids for others are accepted. However, it is the bidder's responsibility to provide additional factual data and demonstration that all specifications are met or exceeded. If, after review, it is determined the data fails to demonstrate all minimum specifications are met or exceeded alternate equipment bids will be rejected. See also Section 3.3.C.
- C. All bids must include provisions and deliverables including but not limited to the following:
  - a. If determined to have submitted the lowest responsive bid, the bidder may be asked to setup a virtual demonstration of the large format scanner.
  - b. On-site installation of one (1) SMA Robo Scan 0 large format scanner.
  - c. All parts and shipping/delivery/installation of parts.
  - d. A one (1) time, on-site training on the one (1) SMA Robo Scan 0 large format scanner. Dates and times for on-site training will be agreed upon by the Agency and Contractor prior to scheduling. The contractor must provide on-site user training for up to three agency operators within 15 calendar days of equipment installation. The training must be a minimum of four hours and cover all aspects of operations.
    - i. Future refresh training sessions if necessary (Example: new employee, retirements, etc.)
    - ii. Telephone support, including guidance for streamline scanning processes.
  - e. All software applications needed to operate the one (1) SMA Robo Scan 0 large format scanner. Software applications are subject to review and approval of Agency and State Information Systems departments.
  - f. All future upgrades to the software over the service life of the one (1) SMA Robo Scan 0 large format scanner, regardless of having a warranty or not.
  - a. Warranty and equipment maintenance service agreement to cover all parts and labor with on-site repairs and maintenance for five (5) years from date of delivery with the option for the Arkansas State Archives to extended warranty and equipment maintenance service agreement annually for years six through ten or longer.
    - 1. The contractor must include a five-year equipment or system warranty that commences upon date of delivery. The warranty shall cover all services, parts, labor, and travel to provide onsite repair to maintain all purchased components of the equipment operational.
    - 2. The contractor must provide unlimited telephone support, unlimited onsite service visits and unlimited non-consumable parts exchange, and one preventative maintenance visit per year.

3. The contractor should be able to provide response to all service calls within 24 to 48 hours after notification by state agency (during work week).
4. The Contractor will inspect, test and diagnose (either by attendance at the location or remotely) the fault reported on the equipment and carry out such repairs, replacement of unserviceable parts, lubrication or adjustment, as the contractor considers necessary to remedy the fault, including all freight charges for parts movement.
5. The contractor must provide one onsite preventative maintenance visit per year.
6. The contractor and the state agency shall jointly maintain a service log for the system. The contractor shall initiate the service log by recording make, model and installation date. The service technician and the state agency representative shall complete entries in the log each time service is requested, listing response time, cause of downtime, and time for repairs. The service technician shall sign the log when service is completed, and the state agency representative shall countersign.
7. Should the cause of the service call be mutually agreed to be an operator error, misuse or abuse, downtime will not be a factor in determining unsatisfactory performance.
8. The contractor must provide service (e.g. software patches, bug fixes and updates to the version released by the manufacturer) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution.
9. The warranty agreement shall include service coverage of the system's computer.
10. Technical/maintenance visits including technical travel and accommodations.
11. Technicians for installation, maintenance and repair must be approved by Analogue Imaging LLC, the official SMA distributor and service center for the United States, and have at least five years' experience with installation and repair of SMA large format scanners in prominent State/County/City/University/Library Archives.
12. Maintenance Service and Repair shall be provided during normal working hours Monday to Friday (excluding public holidays).

- D.** Each bidder shall include pricing, excluding taxes, that is associated with fulfilling the Requirements of this IFB, including but not limited to the following cost:
- a. FOB Destination
  - b. On-site installation
  - c. On-site training.
  - d. Travel expenses for trainer
  - e. Software applications
  - f. All future software upgrades
  - g. Five (5) year warranty and maintenance
- E.** If bidding on equipment other than the name brand and model specified, bidder shall list the manufacturer brand and model number they are bidding on (*See Bid Response Packet*)
- F.** Each bidder shall provide the product data specification sheets with their bid submission.
- G.** Each bidder shall provide a minimum of three (3) customer references with their bid submission. Customer references must include jobs of similar size and scope, preferably a state archives or State or Federal government agency located in the United States of America.

## 2.2 MINIMUM PRODUCT SPECIFICATIONS

A. The Contractor **shall** provide one (1) SMA Robo Scan 0 Large Format Digital Scanner System with SMA Book Spine Assist, or agency approved alternate, with final approval from the Agency.

B. The SMA Robo Scan 0 large format scanner must conform to all the following specifications:

1. Be in current production.
2. Incorporate a scan area of no less than 48 x 38 inches.
3. Scan a 48 x 38-inch area at a true optical resolution of 600 x 1200 dpi.
4. Be able to scan to color depths at forty-eight (48) and twenty-four (24) bit color and at sixteen (16) and eight (8) bit greyscale.
5. Produce files in the following formats: PDF (PDF/A), multi-page PDF (PDF/A), TIFF, multi-page TIFF, JPEG, and PNG.
6. Meet Federal Agencies Digital Guidelines Initiative (FADGI) guidelines for quality with a minimum of 3-Star level for archival documents, maps, newspaper, and prints with sizes up to 48" x 38".
7. Incorporate a sealed, dustproof camera system.
8. Include the capability to scan structured surfaces with different lighting scenarios to produce an image that simulates like visual 3D. This function will be selectable, in order to allow for regular 2D scanning.
9. Incorporate an integral LED light source, free of ultraviolet or infrared radiation, in both standard and extended product warranties or service contracts.
10. Operate independently of ambient light.
11. Incorporate a motorized pull-out book cradle, with a book spine assist component (a third center adjustable lifting column under book spine), capable of scanning books up to 8 inches thick.
12. Incorporate a robotic page turning component that can be activated or deactivated.
13. Perform robotic page turn scanning for material up to A1 size (594 mm x 841 mm or 23.4 in x 33.1 in) at speed of up to 180 pages/hour at maximum resolution for A1-size material.
14. Exhibit and maintain a scan speed of 48 x 38 inches area at 600 dpi at 18 seconds or less, and 300 dpi at 9 seconds or less.
15. Allow for calibration and include test and calibration targets with live preview option.
16. Include a workstation capable of operating all functions necessary to use the scanner.
17. Include a dedicated computer with an Intel Core i9 processor, 32 gigabits of RAM, 2TB storage, 2 Ethernet cards (2 gigabit Ethernet ports), USB 3.2 ports, a monitor, mouse and keyboard.
18. Be OS independent and warranted to operate with Windows 11, 12, and likely future iterations of Windows.
19. Include the capability of scanning to an external USB drive via the USB port, to a network folder (SMB) and to a local hard drive shared over a network.
20. Include all operating software.
21. Include software capable of, but not limited to, the following application: cropping, de-skewing, contrast enhancement, removal of book curvature in the output, batch scanning, page splitting, page region extractions, zoom, rotate, invert, mirror, selection a variable number of image windows, and able of create custom templates for specific scanning parameters, customizable and automatic file naming conventions and directory locations.
22. Include all necessary equipment for foot actuation.
23. Be able of being transported through standard doors (33" wide) for installation.
24. Not exceed 101 inches in height.
25. Operate on 120 VAC power.

### DELIVERY & INSTALLATION

DELIVERY: FOB DESTINATION, INSIDE DELIVERY

AR Department of Parks, Heritage, and Tourism

#### DELIVERY REQUIREMENTS

- A. The contractor shall pay all transportation and handling expenses for the large format scanner which includes, FOB Destination, Inside Delivery, and Freight/Shipping Paid.
  - 1. Delivery location is on the second floor of 1 Capitol Mall, Little Rock, Arkansas 72201.
  - 2. Contractor will have access to the loading dock and freight elevator at 1 Capitol Mall.
- B. The contractor shall provide a timeline of equipment delivery from location origin to state agency. Specifics of delivery origin (nationally or internationally) must be included.
- C. The contractor shall deliver and install the Large Format Digital Scanner before May 01, 2025.
  - 1. The contractor shall give the Department immediate notice of any anticipated delays or plant shutdowns that affect the delivery requirement. The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
- D. All deliveries must be made during normal State work hours, Monday through Friday, between 8:00 a.m. and 4:30 p.m. Central Time.
- E. The Contractor shall contact Heather Reinold at 501-682-0354 or [heather.reinold@arkansas.gov](mailto:heather.reinold@arkansas.gov) to inform her of the scheduled delivery date at least forty-eight (48) hours prior to delivery of the Large Format Digital Scanner.

### SECTION 3 – SOLICITATION TERMS AND CONDITIONS

#### 3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
  - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
  - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
  - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

### 3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting [ark.org/vendor/index](http://ark.org/vendor/index) and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
  - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
  - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
  - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- G. This IFB incorporates all terms of the *Standard Commodities Contract Template* (found [here](#)).
  - 1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
  - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

### 3.3. GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES

- A. By submitting a bid, the Prospective Contractor represents and warrants that goods its sells to the Department under a resulting contract **shall** be merchantable.
- B. Samples or demonstrators, when requested, **must** be furnished for inspection free of expense to the State.

1. Each sample should be marked with the Prospective Contractor's name and address, bid or contract number, and item number.
    - a. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor's expense.
    - b. After reasonable examination, all demonstrators will be returned at Prospective Contractor's expense.
  2. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment.
    - a. If products tested fail to meet or exceed all Requirements and Specifications, the cost of the sample used and the reasonable cost of the testing **must** be borne by the Prospective Contractor.
- C. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
1. Bids on brands of like nature and quality will be considered.
    - a. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.
    - b. Prospective Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

### 3.4. DELIVERY: FOB DESTINATION

See Specifications.

- A. The Contractor **shall** take all reasonable measures to ensure that commodities purchased **must** be delivered within thirty (30) days of the Department's issuance of the relevant purchase order unless otherwise agreed upon in writing.
1. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
  2. If a delivery date specified in this IFB cannot be met, the Prospective Contractor **must** state the alternate number of days required to place the commodities in the ordering Department's designated location.
  3. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during normal State work hours.
- C. The Contractor **shall** pay all transportation and handling charges, unless otherwise agreed upon in writing by the Contractor and Department.
- D. The Contractor **shall** bear responsibility for loss or damage that occurs during shipping, prior to the order being received by the Department.
1. Risk of loss of the order will pass to the Department upon Contractor's delivery of the order conforming to the resulting pursuant to a purchase order.

2. All orders should be properly packaged to prevent damage during shipping.
- E. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the Department's purchase order.
- F. Unless otherwise agreed upon in writing by the Contractor and Department, payment will be made within thirty (30) days of the date of the Contractor's delivery of product(s) conforming to the resulting contract and receipt of the Contractor's invoice, whichever is later.

### 3.5. INSPECTION AND ACCEPTANCE

- A. The State may inspect any commodities delivered, tendered, or identified to the State as being procured under a resulting contract to determine whether they conform to the contract.
  1. The State's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.
  2. If the commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
  3. If any of the commodities are found to be non-conforming, the State:
    - a. May elect to recover expenses of inspection, if any, from the Contractor and the Contractor **shall** bear the cost
    - b. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor's fraud or concealment of defects.
- B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

### 3.6. MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

### 3.7. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA.

Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.

- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **3.8. INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

- A. In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.