



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-24-049	Solicitation Issued:	June 6, 2025
Description:	Uniforms for State Park Officials		
Division/Agency:	Department of Parks, Heritage and Tourism, State Parks Division		

SUBMISSION DEADLINE			
Bid Opening Date:	July 2, 2025	Bid Opening Time:	2:00 p.m., Central Time
<p>Bid responses for this Invitation for Bid must 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.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p>Department of Parks, Heritage and Tourism Procurement Attn: Erin Watson 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.</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"> Solicitation number Date and time of bid opening Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Erin Watson	Buyer's Direct Phone Number:	501-682-7618
Email Address:	Erin.Watson@arkansas.gov	Department's Main Number:	501-682-7618
Department Website:	Adpht.arkansas.com		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Department of Parks, Heritage & Tourism for the State Parks Division to obtain pricing and a contract(s) for uniforms for public safety personnel at our State Parks.

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

1.2 LIVE BID OPENING

Use the information below to view the bid opening online

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 263 958 525 269 9

Passcode: q22q3Zi3

Dial in by phone

[+1 501-244-3310,,424603247#](#) United States, Little Rock

Phone conference ID: 424 603 247#

1.3 OBJECTIVE AND GOALS

The Department seeks to set up an outline agreement that with a contractor to provide uniforms to our State Park Rangers across the staff. This will allow our State Park personnel to be fitted for uniforms and place individual purchase orders on an as needed basis.

1.4 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is July 18, 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 term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by the State for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.5 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.

1.6 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 Estimated Annual Cost. of 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.

1.7 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
RFP Release to Prospective Contractors	06/06/2025
Deadline for Prospective Contractor Questions	06/11/2025
Answers to Questions Posted to Arbuy.arkansas.gov	06/13/2025
Proposal Due Date	07/02/2025 at 2:00 p.m.
Post Anticipation to Award*	07/03/2025
Award Contract*	07/15/2025

1.8 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by 5:00 p.m., Central Time on or before 06/11/2025
 - 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 06/13/2025. 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.

1.9 RESPONSE DOCUMENTS

- A. All bids **must** be 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. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract annually.
 - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
 - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. 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. Copy of Prospective Contractor's *Equal Opportunity Policy*

- i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [Standard Commodities Contract](#), section 14)
- 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [Standard Commodities Contract](#), section 11)
- 4. 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.
- 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.

1.10 UNIFORM SAMPLE SUBMISSIONS

- A. Prior to final contract award, ADPHT will request that the vendor submitting the lowest price bid provide sample(s) with decals affixed to confirm that vendor is responsible. If vendor is determined to not be responsible, samples will be requested from the next lowest bidder.
- B. If requested by ADPHT, Prospective contractors shall submit one (1) sample of any or all uniform items listed in Section 2 of the IFB with decals affixed to the following address:

Department of Parks, Heritage and Tourism
Procurement Attn: Erin Watson
1 Capitol Mall Ste. 3B
Little Rock, Arkansas 72201

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 SPECIFICATIONS 1 GENERAL REQUIREMENTS

- A. The Owner **shall** supply Arkansas State Park Patch and Badge. If requested, contractor **shall** supply Long and Short Sleeve (Class A), Long and Short Sleeve (Class B) Dress Uniform Shirts, Class B Bike Patrol Long and Short Sleeve, Shorts, Bike Patrol Pants/Shorts, Rapid PDU under vest Class A Short and Long Sleeve, Class A and B Dress Uniform Trousers, Ball Caps, Mid-Length and Full-Length Reversible Raincoats, High Visibility Public Safety Vests, Performance Fleece Liner Jacket (Inner & Outer), Class C boot 6” and 8”, Trainer shoe, shooting glove (Strike and Clincher), Polo shirt Long and Short Sleeve. (hereinafter collectively referred to as “Uniforms”) as specified in this IFB.
- B. Contractor **shall** supply brand and style items as specified in this IFB. If brand or style becomes discontinued an equivalent alternative must be approved by agency, same price, and available.
- C. All items **must** be sewn in label(s) containing size and care instructions.
- D. Contractor **must** allow staff to visit their site for fittings. The contractor fitting site must be located in a location where any state personnel can drive to the site, get fitted, and return to their State Park work location the same day and within normal business hours. Arkansas State Parks are located in these locations.

2.2 STATE PARKS PATCH CUSTOMIZATION (TO BE SEWN ON SLEEVES)

- A. SHAPE: Triangle
- B. SIZE: 2.50” X 4.50”
- C. PATCH: Polyester twill with embroidery
- D. EMBROIDERY COLORS (see Exhibit A for a sample image; image colors may vary slightly from the actual color of the patch)
 1. PMS 4545 Summer Sandbar- Outer Edge, lettering, and tree
 2. Rocker underneath will state SUPERINTENDENT, RANGER, OR INTERPRETER

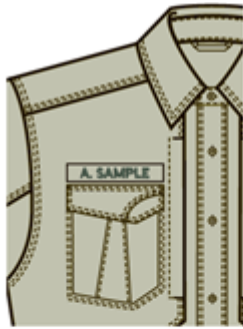
EXHIBIT A:



EXHIBIT B:



EXHIBIT C: PMS 2411



Name Strip Specifications

- Name to sewn over right pocket
- 1" fabric name base and thread to match shirt
- Ends of fabric name base to align with sides of pocket
- Fabric name base bottom edge to align with top of pocket
- Name will be first initial with period and last name
- Name will be in block lettering
- Thread color for name matches ASP shoulder patch green

3. CUSTOMIZATION (COMMISSIONED BADGE)
4. CUSTOMIZATION (A.S.P. and Ranking) on Collar
5. CUSTOMIZATION (NON-COMMISSIONED BADGE) TO BE DETERMINED
6. CUSTOMIZATION (Name Strip) First Initial with a period and last name

2.3 LONG SLEEVE DRESS UNIFORM SHIRT-CLASS A

A. BRAND: BLAUER

B. MODEL

1. MEN'S: 8450
2. WOMEN'S: 8450 W
3. COLOR: Silver Tan (45)

C. SIZES

1. MEN'S: 14 ½ up to 24 ½ (in half size increments)
2. WOMEN'S: 30-54 Full size
3. Special Sizes **must** be available upon request.

D. SHIRT CUSTOMIZATION

1. Contractor **must** sew the State Parks Patch on each arm.
2. The top point of the triangle patch **must** be one and one-half (1 ½) inches from the shoulder seam and centered with the shoulder epaulet.

2.4 SHORT SLEEVE DRESS UNIFORM SHIRT-CLASS A

A. BRAND: BLAUER

B. MODEL

1. MEN'S: 8460
2. WOMEN'S:8460 W
3. COLOR: Silver Tan (45)

C. SIZES

1. MEN'S: 14 ½ up to 24 ½ (in half size increments)
2. WOMEN'S:28-54 Full Size
3. Special Sizes **must** be available upon request.

D. SHIRT CUSTOMIZATION

1. Contractor **must** sew the State Parks Patch on each arm.

The top point of the triangle patch **must** be one and one-half (1 ½) inches from the shoulder seam and centered with the shoulder epaulet.

2.5 LONG SLEEVE DRESS UNIFORM SHIRT-CLASS B

A. BRAND: BLAUER

B. MODEL

1. MEN'S: 8671
2. WOMEN'S: 8671 W
3. COLOR: Silver Tan (45)

C. SIZES

1. MEN'S: 14 ½ up to 20 ½ (in half size increments) 31"-39" Sleeve
2. WOMEN'S: 30-52
3. Special Sizes **must** be available upon request.

D. SHIRT CUSTOMIZATION

1. Contractor **must** sew the State Parks Patch on each arm.
2. The top point of the triangle patch **must** be one and one-half (1 ½) inches from the shoulder seam and centered with the shoulder.
2. Badge must be sewn on the left chest.

3. Velcro name tape and name (1st initial with a period and last name) measurement is 1inch wide by length of the pocket and lettering is 5/8" in same green color as the patch

2.6 SHORT SLEEVE DRESS UNIFORM SHIRT-CLASS B

A. BRAND: BLAUER

B. MODEL

1. MEN'S: 8676
2. WOMEN'S: 8676 W
3. COLOR: Silver Tan (45)

C. SIZES

1. MEN'S: XS-6XL; Regular + Tall
2. WOMEN'S: 28-50
3. Special Sizes **must** be available upon request.

D. SHIRT CUSTOMIZATION

1. Contractor **must** sew the State Parks Patch on each arm.

The top point of the triangle patch **must** be one and one-half (1 ½) inches from the shoulder seam and centered with the shoulder.

4. Badge must be sewn on left chest.

2.7 DRESS UNIFORM TROUSER-CLASS A

A. BRAND: BLAUER

B. MODEL: 8560 Wool blend

1. MEN'S: 8560T
2. WOMEN's: 8560 W
3. COLOR: ODGREEN (28)

C. SIZES

1. MEN'S
 - a. Regular Rise: 28 to 68
2. WOMENS
 - a. Size 00 to 32
 - b. Special Sizes **must** be available upon request

D. UNFINISHED PANT LENGTH

1. MEN'S: Regular + Long

2. WOMEN'S: 34 or Regular

2.8 FlexRS COVERT TACTICAL PANT-CLASS B

A. BRAND: BLAUER

B. MEN'S MODEL: 8666

WOMEN'S MODEL: 8666 W

C. COLOR: ODGREEN (28)

D. SIZES

1. MEN'S

a. Regular Rise: 28 to 64; Regular + Long

2. WOMENS

b. Size 00 to 30

2.9 V2 TACTICAL SHORT

A. BRAND: FIRST TACTICAL

B. MEN'S MODEL: 115000

C. WOMEN'S MODEL: 125000

D. MEN'S SIZES: 28-60

E. WOMEN'S SIZES: 0-20

F. COLOR: RANGER GREEN

2.10 MID-LENGTH REVERSIBLE RAINCOAT

A. BRAND: BLAUER

B. MODEL: 26991 / ANSI 107-2020 Type P Class 3

C. REFLECTIVE TAPE:

1. Two (2) inch wide Silver Scotch-Lite-Reflective material.

2. The reflective properties of the reflective material and configuration **must** meet or exceed the EN-471 and ANSI 107-2020 Type P Class 3; Type R Class 3 minimum requirement.

D. SIZES: XSmall to 6XL

E. CUSTOMIZATION

1. LETTERING: "RANGER" **must** be top centered on the back of the yellow side of the raincoat; five and one half (5 ½) inches down from the collar seam

SIZE:

Line "RANGER" 1 ¼" W x 1 ¾" H

COLOR: Black

2.11 FULL-LENGTH REVERSIBLE RAINCOAT

A. BRAND: BLAUER

B. MODEL: 26990 / ANSI 107-2020 Type P Class 3

C. REFLECTIVE TAPE:

1. Two (2) inch wide Silver Scotch-Lite-Reflective material.
2. The reflective properties of the reflective material and configuration **must** meet or exceed the EN-471 and ANSI 107-2020 Class 3 minimum requirement.

D. SIZES: XS to 6XL

E. CUSTOMIZATION

1. LETTERING: "RANGER" **must** be top centered on the back of the yellow side of the raincoat; five and one half (5 ½) inches down from the collar seam

SIZE:

Line "RANGER" 1 ¼" W x 1 ¾" H

COLOR: Black

FONT: Helvetica Neue LT Std 87 Heavy Condensed

2.12 HIGH VISIBILITY PUBLIC SAFETY VEST (TRAFFIC) ZIP FRONT BREAKAWAY

A. BRAND: BLAUER

B. MODEL: 343 / ANSI 107-2020 – Type P Class 2

C. SIZES: XS to 5XL

D. OPTIONAL LETTERING

1. An option for lettering in Black ink **must** be provided.
2. Lettering may be added to the front right vertical strip of Scotch-Lite-Reflective material and the rear horizontal strip of Scotch-Lite-Reflective material.

2.13 PUBLIC SAFETY PERFORMANCE FLEECE (INNER SOFT SHELL FLEECE)

A. BRAND: BLAUER

B. MODEL: 4660

C. COLOR: ODGREEN (28)

D. SIZES: Regular: XS to 6XL SHORT, REGULAR, TALL

1. Badge to be sewn on left chest

2. Patches to be sewn on each sleeve

2.14 JACKET (OUTER) TACHELL JACKET

A. BRAND: BLAUER

B. MODEL: 9820

C. COLOR: ODGREEN (28)

D. SIZES

1. Short: XS to 6XL

2. Regular: XS to 6XL

2. Long: XS to 6XL

3. Badge sewn on left chest

4. Patches to be sewn on each sleeve

2.15 JACKET (FLEECE LINER) TACHELL JACKET (INNER & OUTER)

A. BRAND: BLAUER

B. MODEL: 9820-60

C. COLOR: ODGREEN (28)

D. SIZES

1. Short: XS to 6XL

2. Regular: XS to 6XL

2. Long: XS to 6XL

3. Badge sewn on left chest

4. Patches to be sewn on each sleeve

2.16 BALL CAP (Winter) FITTED

- A. BRAND: BLAUER
- B. MODEL: 197
- C. COLOR: Black (11)
- D. SIZE: Small, Regular or Oversize
- E. Badge to be sewn in center of cap.

2.17 BALL CAP (Summer)

- A. BRAND: Blauer
- B. MODEL: 198
- C. COLOR: BLACK (11)
- D. SIZE: Regular and Oversize
- E. Badge to be sewn in center of cap.

2.18 CAP (SKULL)

- A. BRAND: Blauer
- B. MODEL: 160 Regular Length
- C. COLOR: BLACK (11)
- D. SIZE: Regular Length
- E. Badge to be sewn in center of cap

2.19 CAP (SKULL)

- A. BRAND: Blauer
- B. MODEL: 160 Oversize Length
- C. COLOR: BLACK (11)
- D. SIZE: Oversize Length
- E. Badge to be sewn in center of cap

2.20 SHORT SLEEVE BIKE PATROL-COLORBLOCK PERFORMANCE POLO

A. BRAND: BLAUER

B. MODEL: 8133 SS

1. SIZE: XS-6XL, Regular + Tall
2. COLOR: Dark Navy/HI/VIS YELLOW (52)
3. Badge to be sewn on left chest

2.21 LONG SLEEVE BIKE PATROL-COLORBLOCK PERFORMANCE POLO

A. BRAND: BLAUER

B. MODEL: 8143 LS

1. SIZE: XS-6XL, Regular + Tall
2. COLOR: Dark Navy/HI/VIS YELLOW (52)
3. Badge to be sewn on left chest

2.22 BIKE PATROL PANT (ZIP-OFF) FLEXFORCE

A. BRAND: BLAUER

B. MEN'S MODEL 8822Z

WOMEN'S MODEL 8822WZ

C. SIZES

1. MEN'S: 28-52, Regular + Long
2. WOMEN'S: 2-26

D. COLOR: BLACK (11)

2.23 SHORT SLEEVE CLASS C UNDER VEST SHIRT-FLEXRS ARMORSKIN BASE SHIRT

A. BRAND: BLAUER

B. MODEL 8362 Short Sleeve

1. MEN'S SIZE: XS-5XL Regular and Tall
2. WOMEN'S SIZE: XS-3XL
3. Badge to be sewn on left chest.
4. Special Sizes must be available upon request.

C. COLOR: Silver Tan (45)

2.24 LONG SLEEVE CLASS C UNDER VEST SHIRT-FLEXRS ARMORSKIN BASE SHIRT

A. BRAND: BLAUER

B. MODEL 8361 Long Sleeve

1. MEN'S SIZE: XS-5XL

LENGTH: 31"-39"

2. WOMEN'S SIZE: XS-3XL

3. Badge to be sewn on left chest.

4. Special Sizes **must** be available upon request.

C. COLOR: Silver Tan (45)

2.25. CLASS C Boot- RIFT 6" WATERPROOF BOOT

A. BRAND: BLAUER

B. MODEL: FW036WP

1. MEN'S: FW036WP (6")

2. WOMEN'S: FW036WP (6" Women's)

C. SIZE

1. MEN'S: 7-12, 13, 14, 15; Regular + Wide

2. WOMEN'S: W5 to W10

D. COLOR: BLACK (11)

2.26. CLASS C Boot- RIFT 8" WATERPROOF BOOT

A. BRAND: BLAUER

B. MODEL: FW038WP

1. MEN'S: FW038WP (8")

2. WOMEN'S: FW038WPW (8" Women's)

C. SIZE

1. MEN'S: 7-12, 13, 14, 15; Regular + Wide

2. WOMEN'S: 5 to 10

D. COLOR: BLACK (11)

2.27. CRUSH TRAINER SHOE

A. BRAND: BLAUER

B. MODEL: FW053

C. SIZE

1. MEN'S: 8 to 13

2. WOMEN'S: 5 to 10

D. COLOR: BLACK (11)

2.28. STRIKE SHOOTING GLOVE

A. BRAND: BLAUER

B. MODEL: GL103

C. COLOR: BLACK

2.29. CLINCHER SHOOTING GLOVE

A. BRAND: BLAUER

B. MODEL: GL112

C. COLOR: BLACK

2.30. PERFORMANCE PRO POLO SHORT SLEEVE SHIRT

A. BRAND: BLAUER

B. MEN'S MODEL: 8126

C. WOMEN'S MODEL: 8126W

D. SIZE

1. MEN'S XS-6XL; Regular + Tall

2. WOMEN'S XS-3XL

E. COLOR: DARK NAVY (04), FRENCH BLUE (05), BLACK (11), GREY (12), WHITE (26), ROYAL BLUE (30), SILVER TAN (45), or RED (68)

F. CUSTOMIZATION

1. 1. LETTERING: "INSTRUCTOR" **must** be top centered on the back of performance pro polo shirt; five and one half (5 ½) inches down from the collar seam

a. SIZE:

Line "INSTRUCTOR"- 1 ¼" W x 1 ¾" H

b. COLOR: Black

c. FONT: Helvetica Neue LT Std 87 Heavy Condensed

2. State Park Logo on left chest

2.31. PERFORMANCE PRO POLO LONG SLEEVE SHIRT

A. BRAND: BLAUER

B. MEN'S MODEL: 8127

C. WOMEN'S MODEL: 8127W

D. SIZE

1. MEN'S XS-6XL; Regular + Tall

1. WOMEN'S XS-3XL

E. COLOR: DARK NAVY (04), FRENCH BLUE (05), BLACK (11), GREY (12), WHITE (26), ROYAL BLUE (30), SILVER TAN (45), or RED (68)

F. CUSTOMIZATION

1. LETTERING: "INSTRUCTOR" **must** be top centered on the back of performance pro polo shirt; five and one half (5 ½) inches down from the collar seam

a. SIZE:

i. Line "INSTRUCTOR"- 1 ¼" W x 1 ¾" H

b. COLOR: Black

c. FONT: Helvetica Neue LT Std 87 Heavy Condensed

i. State Park Logo on left chest

2.32 SHIPMENT PACKAGING

A. Contractor **shall** pack and ship items per purchase order.

B. Contractor **shall** provide in each package:

1. Packing slip that **must** include, at minimum, the following:

a. Purchase Order Number

b. List of items

c. Quantity for each item

d. List of back ordered items (if applicable)

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 and clicking the *Start Here* button.
- B. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this Solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
 - 1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Prospective Contractor.
 - 2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature
 - 3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.

- C. 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).
- D. 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).
- E. 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.
- F. 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.
- G. 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).
- H. This IFB incorporates all terms of the *Standard Commodities Contract Template* (found [here](#)).
1. The contract template is attached to the Solicitation as a sample for your information only.
 2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- I. 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

Delivery location will be determined when the purchase order is issued. Possible locations are listed in Section 4.

- 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.

3.4. 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.

3.5. 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 91st 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*.

3.6. 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.

STATE PARK LOCATIONS

[Arkansas Museum of Natural Resources](#)

4087 Smackover Hwy.

Smackover, AR 71762

[Arkansas Post Museum](#)

5530 Hwy. 165 South

Gillett, AR 72055

[Bull Shoals-White River State Park](#)

153 Dam Overlook Lane

Bull Shoals, AR 72619

[Cane Creek State Park](#)

50 State Park Road

Star City, AR 71667

[Conway Cemetery State Park](#)

33.101973, -93.683578

Bradley, AR 71826

[Cossatot River State Park-Natural Area](#)

1980 Hwy. 278 West

Wickes, AR 71973

[Crater of Diamonds State Park](#)

209 State Park Rd

Murfreesboro, AR 71958

[Crowley's Ridge State Park](#)

2092 Hwy. 168 North

Paragould, AR 72450

[Daisy State Park](#)

103 East Park
Kirby, AR 71950

[Davidsonville Historic State Park](#)

8047 Hwy. 166 South
Pocahontas, AR 72455

[DeGray Lake Resort State Park](#)

2027 State Park Entrance Road
Bismarck, AR 71929

[Delta Heritage Trail State Park](#)

5539 Hwy 49
Helena-West Helena, AR 72390

[Devil's Den State Park](#)

11333 West Arkansas Hwy. 74
West Fork, AR 72774

[Hampson Archeological Museum State Park](#)

33 Park Avenue
Wilson, AR 72395

[Herman Davis State Park](#)

Corner Of Ark. 18b And Baltimore Street
Manila, AR 72442

[Historic Washington State Park](#)

103 Franklin Street
Washington, AR 71862

[Hobbs State Park-Conservation Area](#)

20201 East Hwy. 12

Rogers, AR 72756

[Jacksonport State Park](#)

111 Avenue St.

Newport, AR 72112

[Jenkins Ferry Battleground State Park](#)

Co Rd 317/Forest Rd 9010

Leola, AR 72084

[Lake Catherine State Park](#)

1200 Catherine Park Road

Hot Springs, AR 71913

[Lake Charles State Park](#)

3705 Hwy. 25

Powhatan, AR 72458

[Lake Chicot State Park](#)

2542 Hwy. 257

Lake Village, AR 71653

[Lake Dardanelle State Park](#)

100 State Park Drive

Russellville, AR 72802

[Lake Fort Smith State Park](#)

15458 Sheperd Springs Road

Mountainburg, AR 72946-0004

[Lake Frierson State Park](#)

7904 Hwy. 141

Jonesboro, AR 72401

[Lake Ouachita State Park](#)

5451 Mountain Pine Rd

Mountain Pine, AR 71956

[Lake Poinsett State Park](#)

5752 State Park Lane

Harrisburg, AR 72432

[Lake Sylvia Recreation Area](#)

Hwy. 324

Perryville, AR 72126

[Logoly State Park](#)

131 Columbia Road 459

Magnolia, AR 71753

[Louisiana Purchase State Park](#)

AR Hwy 362

Brinkley, AR 72049

[Lower White River Museum State Park](#)

2009 Main Street

Des Arc, AR 72040

[Mammoth Spring State Park](#)

P.O. Box 36

Mammoth Spring, AR 72554

[Marks' Mills Battleground State Park](#)

Ark Hwy 8

Fordyce, AR 71660

[Millwood State Park](#)

1564 Hwy. 32 East

Ashdown, AR 71822

[Mississippi River State Park](#)

2955 Hwy. 44

Marianna, AR 72360

[Moro Bay State Park](#)

6071 Hwy. 600

Jersey, AR 71651

[Mount Magazine State Park](#)

16878 AR-309

Paris, AR 72855

[Mount Nebo State Park](#)

16728 West State Hwy. 155

Dardanelle, AR 72834

[Ozark Folk Center State Park](#)

1032 Park Avenue

Mountain View, AR 72560

[Parkin Archeological State Park](#)

60 State Hwy 184

Parkin, AR 72373

[Petit Jean State Park](#)

1285 Petit Jean Mountain Road
Morrilton, AR 72110

[Pinnacle Mountain State Park](#)

9600 Highway 300
Roland, AR 72135

[Plantation Agriculture Museum](#)

4815 AR Hwy 161 South
Scott, AR 72142

[Plum Bayou Mounds Archeological State Park](#)

490 Toltec Mounds Road
Scott, AR 72142

[Poison Springs Battleground State Park](#)

Ark Hwy 76
Camden, AR 71722

[Powhatan Historic State Park](#)

4414 Hwy 25
Powhatan, AR 72458

[Prairie Grove Battlefield State Park](#)

506 East Douglas Street
Prairie Grove, AR 72753

[Queen Wilhelmina State Park](#)

Queen Wilhelmina State Park 3877 Highway 88 West
Mena, AR 71953

[South Arkansas Arboretum](#)

1506 Mt Holly Rd

El Dorado, AR 71730

[Village Creek State Park](#)

201 County Road 754

Wynne, AR 72396

[White Oak Lake State Park](#)

563 Hwy. 387

Bluff City, AR 71722

[Withrow Springs State Park](#)

33424 Spur 23

Huntsville, AR 72740

[Woolly Hollow State Park](#)

82 Woolly Hollow Road

Greenbrier, AR 72058



STATE OF ARKANSAS
COMMODITIES CONTRACT
Contract # _____

This contract ("Contract") is by and between the Arkansas Department of _____ ("Department" or the "State"), and _____ [Contractor name as registered with the Secretary of State], a [entity type and state of formation] ("Contractor"), with principal address at _____. The Contractor and the State are referred to hereinafter, collectively, as the "Parties."

WHEREAS, the State seeks a contractor willing to sell it the commodity or commodities identified in Exhibit A hereto (the "Commodities"); and

WHEREAS, the Contractor is willing to sell the State the Commodities for the prices identified in Exhibit A hereto.

NOW THEREFORE, in consideration of their mutual promises and obligations set forth herein and as incorporated, the Parties agree as follows:

- 1. Commodities & Purchase Price.** During the term of this Contract, the Contractor shall, in the quantities set forth in any purchase order that the Department may submit to the Contractor under this Contract, sell to the Department the Commodities set forth on Exhibit A at the prices stated therein. Unless otherwise stated in Exhibit A, the Department shall pay all taxes applicable to any purchase it makes under this Contract.

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

- 2. Invoicing and Payment after Delivery.** Unless otherwise stated in Exhibit A, payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

Invoices must be sent to:

[Department Name]

[Department Mailing Address]

[Department Mailing City, State, Zip]

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.

- 3. Delivery: Title and Risk of Loss.** The Contractor shall deliver the Commodities FOB destination to the Department's receiving address as set forth in the relevant purchase order under this Contract, with all transportation and handling charges paid by the Contractor, unless the Parties agree otherwise in a writing signed by the Parties. Risk of loss of the Commodities will pass to the Department upon Contractor's delivery of Commodities conforming to the Contract pursuant to a purchase order from the

Department under this Contract. Contractor shall take all reasonable measures to ensure that any Commodities purchased under this Contract shall be delivered within thirty (30) days of the Department's issuance of the relevant purchase order unless the Parties agree otherwise in writing. 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.

- 4. Inspection.** The State may inspect any Commodities delivered, tendered, or identified to the State as being procured under this Contract to determine whether they conform to the Contract. 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 this Contract. If the Commodities are found to be conforming as the result of inspection, the State shall bear the cost of inspection, if any. 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; and (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.
- 5. Term Dates.** The original term (**Original Term**) of the Contract shall commence on _____, and shall continue until _____, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than ____ (mm/dd/yyyy).

- 6. Terms and Conditions of Solicitation Incorporated and Order of Precedence.** If this Contract was awarded as the result of a solicitation, the Parties agree that, by this reference, this Contract incorporates all material specifications in the underlying solicitation documents and any and all written representations, warranties, terms, and conditions, set forth in the bid or proposal that became the basis of this Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless amended by this Contract or by a written agreement of the Parties. Accordingly, the provisions of this Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this Contract and the provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.
- A. This Contract, as may be amended in a writing signed by the Parties;
 - B. The solicitation _____ (Solicitation number) including all Addenda;
 - C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

A. Non-Appropriation Clause Pursuant to §19-11-1012(11):

In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this Contract for the services to be provided by the Contractor, this

Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience:

The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination. If the Contract is so terminated, the State's only payment obligation under the Contract shall be for those commodities ordered prior to the effective date of the termination.

C. For Cause:

The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue:

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

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-Negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Rules promulgated pursuant thereto. The Contractor shall also require any subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated pursuant thereto, shall be considered a material breach of the terms of the Contract and shall subject the party failing to disclose, in violation thereof, to all remedies available to the Department under this Contract and at equity and law.

- 12. Compliance.** The Contractor shall endeavor to ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas Procurement Law, including, without limitation, the ethics provisions of Ark. Code Ann. § 19-11-701 et seq.
- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without written approval of both parties.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. State Property.** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other such item furnished by the State to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder shall remain property of the State, shall be kept confidential as permitted or required by law, shall be used only as expressly authorized, and shall be returned at the Contractor's expense to the F.O.B. destination point provided by the State. Contractor shall properly identify items being returned.
- 18. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 19. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

20. Attachments:

1. Exhibit A: Commodity & Price List
2. Exhibit B: Certifications of Contractor
3. Exhibit C: Solicitation including any Addenda
4. Exhibit D: Contractor's response to Solicitation
5. Exhibit E: Any negotiated items

21. Notices:

- A. Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for

the purposes of this section.

- B. Receipt of Notice.** A notice given under this Contract will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

- C. Issuance of Notice.** All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

_____	_____
Name	Title
_____	_____
Telephone#	Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

_____	_____
Name	Title
_____	_____
Telephone#	Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

_____	_____
Name	Title
_____	_____
Telephone#	Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software (“Information Technology”), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at <https://www.transform.ar.gov/wp-content/uploads/2020/04/technologyAccessClause.pdf> and are included herein by reference, as applicable.

23. SIGNATURES. IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract shall be the date provided in Section 5 above.

CONTRACTOR

DEPARTMENT DIRECTOR/DESIGNEE

Printed Name

Printed Name

Title

Title

Address

Address

Signature

Signature

Date

Date

Exhibit A – Commodity & Price List

Exhibit B – Certifications of Contractor

Contract and Grant Disclosure

EEO

Illegal Immigrant

Israel Boycott

VPAT (if applicable)

Exhibit C– Solicitation including any Addenda

Exhibit D – Contractor’s response to Solicitation

Exhibit E – Negotiated Items (if applicable)