Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000
Governor Asa Hutchinson
Nathaniel Smith, MD, MPH, Secretary of Health

INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	DH-20-0018	Solicitation Issued:	03/02/2020
Description:	Security Paper		
Agency:	Arkansas Department of Health – VITAL RECORDS		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	**03/25/2020**	Bid Opening Time:	**10:00.AM, Central Time**

Deliver bid submissions for this Invitation For Bid to the Arkansas Department of Health on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of prospective contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the prospective contractor without further review. It is not necessary to return "no bids" to ADH.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Health Attn: Steve McDonald 4815 West Markham Street, Slot 58 Little Rock, AR 72205 Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Bid's Outer Packaging:	Bid must be properly marked with the information below. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

DEPARTMENT OF HEALTH CONTACT INFORMATION			
ADH Buyer:	Steve McDonald	Buyer's Direct Phone Number:	501-280-4594
Email Address:	Steve.mcdonald@arkansas.gov	Alt. Phone Number:	
ADH Website:	http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- ***Do not** provide responses to items in this section unless specifically and expressly required.*

1.1 PURPOSE

The Arkansas Department of Health (ADH) issues this Invitation for Bid (IFB) to obtain pricing and a contract for Security paper VR-112 forms (birth Certificates.

1.2 TYPE OF CONTRACT

A. As a result of this IFB, ADH intends to award a contract to a single contractor.

B. The anticipated starting date for any resulting contract is **April 10, 2020** except that the actual contract start date may be adjusted forward unilaterally by the State for up to three 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 ADH, the contract may be renewed by ADH 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.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Arkansas Department of Health
4815 West Markham Street, Room L156
Little Rock, AR 72205

1.5 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor **must** unconditionally accept all requirements in the requirements section of this IFB to be considered a responsive prospective contractor.

B. A prospective contractor's bid will be disqualified if a prospective contractor takes exceptions to any requirements in the requirements section of this IFB.

1.6 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this bid solicitation and will attempt to further clarify any point of an item in question as indicated in clarification of bid solicitation.

B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.

D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

E. The terms "Invitation for Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

G. "Bid Submission Requirement" means a task a prospective contractor completes when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.

H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.

I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are bid submission requirements and **must** be submitted in the original bid response packet.

   a. Original signed bid signature page. (See Bid Response Packet.)

      i. An official authorized to bind the prospective contractor to a resultant contract **must** sign the bid signature page included in the bid response packet.

      ii. Prospective contractor's signature signifies agreement to and compliance with all requirements in this IFB, and that any exception that conflicts with a requirement or bid submission requirement of this bid solicitation will cause the prospective contractor's bid to be disqualified.

      iii. Bid response **must** be in the English language.

   b. One (1) original hard copy of the Official Bid Price Sheet. Pricing **must** be proposed in U.S. dollars and cents.

2. The following items should be submitted in the original Bid Response Packet.

   a. One (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive. A CD will also be acceptable.

   b. EO 98-04 Disclosure Form. (See Standard Terms and Conditions, #27. Disclosure.)

   c. Copy of prospective contractor's Equal Employment Opportunity Policy. (See Equal Employment Opportunity Policy.)

   d. Proposed Subcontractors Form. (See Subcontractors.)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 CLARIFICATION OF BID SOLICITATION

A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email **by 4:00 p.m., Central Time on or before 03/16/2020** to the ADH buyer as shown on page one (1) of this bid solicitation.

1. For each question submitted, prospective contractor should reference the specific solicitation item number to which the question refers.

2. Prospective contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on **03/19/2020** If prospective contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).

B. The prospective contractor should notify the ADH buyer of any term, condition, etc., that precludes the prospective Contractor from submitting a compliant, responsive proposal. 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 ADH buyer with non-substantive questions at any time prior to the bid opening.

D. An oral statement by ADH 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 ADH.

E. Prospective contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 SUBCONTRACTORS

A. Prospective Contractor will not use subcontractors

1.10 PRICING

A. Prospective bidders **must** include all costs associated with their price on the Official Bid Price Sheet. Any costs not identified by the bidder but subsequently incurred shall be borne by the bidder. All pricing must be received on the Official Bid price sheet (page 19 of 19 of this document). Bids received on a different form or an altered form will not be considered.

B. To allow time to review bids, prices **must** be valid for 180 days following the bid opening.

C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

1.11 PRIME CONTRACTOR RESPONSIBILITY

A. A single prospective contractor **must** be identified as the prime contractor.

B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 INDEPENDENT PRICE DETERMINATION

A. By submission of this bid, the prospective contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:

- The prices in the bid have been arrived at independently, without collusion.
- No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All prospective contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 PROPRIETARY INFORMATION

A. Submission documents pertaining to this bid solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

C. Prospective contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.

D. By so redacting any information contained in the response, the prospective contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the rules and statutes set forth above.

E. Under no circumstances will pricing information be designated as confidential.

F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Bid Response Packet. A CD is also acceptable. Do not submit documents via email or fax.

G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

H. The prospective contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

I. The redacted copy will be open to public inspection under the Arkansas Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

J. If a redacted copy of the submission documents is not provided with prospective contractor's Bid Response Packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

L. The State has no liability to a prospective contractor with respect to the disclosure of prospective contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

A. Prior to any contract award, address all communication concerning this bid solicitation through the ADH buyer.

B. Do not alter any language in any solicitation document provided by the State.

C. Do not alter the Official Bid Price Sheet.

D. All official documents and correspondence related to this solicitation become part of the resultant contract.

E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.

F. As requested, provide clarification regarding prospective contractor's bid response to ADH.

G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this bid solicitation.

H. Prospective contractors may submit multiple bids.

1.15 REQUIREMENT OF ADDENDUM

A. Only an addendum written and authorized by ADH will modify this bid solicitation.

B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.

C. The Prospective Contractor is expected to check the ADH website at http://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities for any and all addenda up to bid opening.

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1.16 AWARD PROCESS

A. Successful Contractor Selection
Award will be made to the lowest responsive, responsible prospective contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding prospective contractor. Negotiations are conducted at the sole discretion of the State.

2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the ADH website at http://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. prospective contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.

3. ADH may waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the prospective contractor's responsibility to check the websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation is subject to State approval processes which may include Legislative review.

2. An ADH procurement official will be responsible for the solicitation and award of any resulting contract.

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, ADH is required to have a copy of the anticipated contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.

B. EEO Policies may be submitted as a hardcopy accompanying the solicitation response.

C. The submission of an EEO Policy to ADH is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.

D. Prospective contractors who are not required by law by to have an EEO Policy **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this Bid Solicitation, a prospective contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the prospective contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Bid Signature Page of the response packet, a prospective contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

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

1.22 VISA ACCEPTANCE

A. Awarded contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.

B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

C. VISA is not the exclusive method of payment.

1.23 PUBLICITY

A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be disqualified.

1.24 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

SECTION 2 – REQUIREMENTS

- ***Do not** provide responses to items in this section unless specifically and expressly required.*

2.1 ITEM SPECIFICATIONS

A. Size: (Ex. 8.5" x 11")

B. Paper Stock: Virgin, 28# Security Paper, Watermarked, white
Prospective contractor **must** indicate brand of security stock bid on Official Bid Price Sheet.

C. Ink: The use of soybean oil ink product is requested for this contract. Prospective contractor **must** indicate brand of ink bid on Official Bid Price Sheet. Other inks may be priced as alternative, please specify brand and type when offered.

D. Number of Pages/Sequential Numbering: Each sheet will be sequentially numbered in red ink. Starting number will be supplied upon award of bid. Erasures, strike-overs and misprints will not be acceptable. Contractor is advised to take every precaution to prevent missing or duplicate numbers. In the event this is unavoidable, a detailed listing of all missing and/or duplicate numbers must be included with the shipment upon delivery.

G. Security Features:

1) Form must contain true watermark when paper is manufactured not an artificial watermark.
2) Back of form to have an artificial custom watermark of the State of Arkansas Seal. This feature serves as a deterrent to forgery and **must** be visible upon inspection but without obviously apparent. The method of applying the watermark will be at the contractor's discretion. Opaque ink is used on previous sample. Sample can be provided upon award.
3) The seal for the department of Health is to be highly embossed and easily felt in the lower left corner. The size of the seal is approximately 1-3/8" round.
4) **Thermochromic Seal** A smaller State of Arkansas seal, approximately the size of a nickel, to be located just above the embossed in the lower left corner. This smaller seal will be thermochromic, fading to colorless when heat is applied. The color of the seal can vary with manufactory's selection. Preference is blue (Blue #277 with Chromatic Technologies) turning colorless when rubbed between two fingers. This feature serves as a deterrent to forgery and must be visible upon inspection but without being obviously apparent.
5) The State Registrar's signature (approximately 2 ½" X ¾") will be embossed on the lower portion of the form.
6) NOTE; Registrar's signature is subject to change with each agency order.
7) Form number VR-112 to appear in lower right corner under sequential number.
8) The pantograph **must have a "VOID" feature that will prevent any counterfeit copies being made.**

2.2 COMPOSITION/PRODUCTION MATERIALS

Camera Ready artwork will be provided in Adobe InDesign files. Contractor is required to inspect and make a determination as to the usability of all agency provided production materials. Problems encountered with materials must be reported immediately by the contractor to ADH. If the contractor fails to comply with this requirement, the State may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving agency provided production materials.

2.3 PRESSWORK

COVER:
TEXT:

2.4 PROOFS

A. Contractor **must** provide a digital printed color proof, on comparable paper stock as specified in bid, for agency approval.

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

C. Author's alteration charges on digital printed color proof, on comparable paper stock as specified in bid, not to exceed $4.00 per line or $30.00 per page.

D. Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the contract holder.

Send proof FOB destination, freight paid, inside delivery to:

Arkansas Department of Health
ATTN: Louis McDonald
4815 West Markham, Slot 58
Little Rock, AR 72205

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

2.5 OVERRUN/UNDERRUN ALLOWANCE

A. A 1% overrun/underrun will be allowed.

B. Overruns **must** be priced at 80% only of unit contract price.

C. Underruns **must** be billed at full unit price and subtracted from the total bid price.

2.6 DELIVERY: FOB DESTINATION

Arkansas Department of Health
Attn: Clark Dorr or Regina Blocker
Central Supply Warehouse
4815 West Markham, Dock A
Little Rock, AR 72205

A. ADH requires that the awarded vendor store stock at their own expense, and ADH will issue a PO as documents are needed. ADH requests inside delivery within thirty (30) working days after receipt of each Purchase order. If this delivery date cannot be met, the prospective contractor **must** state the alternate number of days required to begin the service and/or place the commodity in ADH's designated location on the Official Bid Price Sheet. Failure to state the alternate delivery time obligates the contractor to complete delivery by the requested date. Extended delivery dates may be considered when in the best interest of the State.

"Inside delivery" shall be defined as delivery to a building with or without an accessible dock and breaking shipping container to hand truck deliver individual cartons to multiple specific rooms or areas."

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

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

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

2.7 SPECIAL PACKAGING

A. Finished product **must** be shrink-wrapped in increments 500 forms per package with beginning and ending number on each package.

B. The consecutive numbering will begin with the lowest number on the top and will ascend in each shrink-wrapped package.

C. Shrink-wrapped packages will be placed in cartons with lowest number on the top and will ascend to bottom of each carton.

D. Arrangement of cartons on pallet should be in numerical sequence with the largest number at the top of the pallet.

E. Forms **must** be packaged and cartoned to protect contents from damage during shipment, handling and storage.

F. Each carton **must** contain an equal number of forms. Each carton **must not** exceed 40 lbs. All cartons **must** be of the same size and each carton **must** indicate on the outside the name of the form (VR-112) and the quantity contained and the beginning and ending number of forms contained within.

2.8 SAMPLES

A. Following the bid opening, samples of like jobs may be required per the agency request.

B. Requested samples are required within five (5) working days after request from the ordering agency.

C. Upon request, samples **must** be furnished free of expense to the state.

D. Each sample should be marked with the bidder's name and address, bid number and item number.

E. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested.

F. The sample **must** represent the quality level required under the specifications of the bid.

2.9 QUALITY

A. All items provided under the scope of this contract **must** be of **EXCELLENT** quality.

B. Concise registration, consistent ink coverage and density are required.

C. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejection of the printing job on a quality basis.

D. Any procedure or technique not previously stated for construction of items in this contract **must** meet industry standards for excellent quality.

E. Receipt of the merchandise does not necessarily constitute acceptance.

F. ADH will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract.

G. If quality problems are evident, ADH will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If the merchandise is unacceptable, the contractor may be offered an opportunity to reprint the material within a reasonable time as agreed upon.

2.10 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid **must** include a "total satisfaction" return policy for all products and **must not** impose any liability on the State for such returns.

2.11 SUBSTITUTION OF BRAND

Any substitutions of brand under this contract after award **must** be approved in writing by ADH prior to delivery. Brand substitutes **must** be in the same or higher GRADE with same or better brightness level. Any delivery of unauthorized substitutions will be considered contract default.

2.11 QUANTITIES

The quantities stated within are estimated for bidding purposes only. ADH may order more or less as required throughout the duration of the contract.

2.12 PAPER STOCK BRAND NAME

Paper stock brand names are used for purposes of quality identification only. Comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Competitive Grade Finder", published by Grade Finders, Inc. In the event a paper is bid which is not listed in the "The Competitive Grade Finder", it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- ***Do not** provide responses to items in this section.*

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Health
ADH Vital Records
Attn: Regina Blocker
4815 West Markham Street, Slot 44
Little Rock AR 72205

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by ADH.

C. Do not invoice the State in advance of delivery and acceptance of any goods or services.

D. Payment will be made only after the contractor has successfully satisfied ADH as to the reliability and effectiveness of the goods or services purchased as a whole.

E. The contractor should invoice ADH by an itemized list of charges. ADH's purchase order number and/or the contract number should be referenced on each invoice.

F. Other sections of this bid solicitation may contain additional requirements for invoicing.

G. Selected contractor **must** be registered to receive payment and future bid solicitation notifications. Contractors may register on-line at https://www.ark.org/contractor/index.html.

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.

2. Contract with another party to indemnify and defend that party for any liability and damages.

3. Pay damages, legal expenses or other costs and expenses of any other party.

4. Continue a contract once any equipment has been repossessed.

5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

6. Enter a contract which grants to another party any remedies other than the following:
   a. The right to possession.

   b. The right to accrued payments.

   c. The right to expenses of de-installation.

   d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

   e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

F Any litigation involving the State **must** take place in Pulaski County, Arkansas.

G The laws of the State of Arkansas govern this contract.

H A contract is not effective prior to award being made by the ADH procurement official.

I In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss, or damage of the equipment while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and

- The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 STATEMENT OF LIABILITY

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

B. The contractor's liability for damages to the State will be limited to the value of the contract or $30,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 RECORD RETENTION

A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.

B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this bid solicitation may contain additional requirements regarding record retention.

3.6 PRICE ESCALATION

A. Price increases will be considered at the time of contract renewal.

B. The contractor **must** provide to ADH a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. ADH has the right to require additional information pertaining to the requested increase.

C. Increases will not be considered to increase profit or margins.

D. ADH has the right to approve or deny the request.

3.7 CONFIDENTIALITY

A. The Contractor, contractor's subsidiaries, and contractor's employees will be bound to all laws and to all requirements set forth in this bid solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.

C. Previous sections of this bid solicitation may contain additional confidentiality requirements.

3.8 CONTRACT INTERPRETATION

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

3.9 CANCELLATION

A. For Cause. The State may cancel any contract resulting from this solicitation 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 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. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

C. If upon cancellation the contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 SEVERABILITY

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

- ***Do not** provide responses to items in this section.*

1. **GENERAL**: Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION**: The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION**: Original Bid Response Packets **must** be submitted to ADH on or before the date and time specified for bid opening date/time. The response packet **must** contain all documents, information, and attachments as specifically and expressly required in the bid solicitation. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES**: Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the bid solicitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid solicitation.
5. **QUANTITIES**: Quantities stated in a bid solicitation for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. ADH may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES**: Unless otherwise specified in the bid solicitation, any catalog brand name or manufacturer reference used in the bid solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the contractor to supply additional descriptive material. The contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this bid solicitation. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid solicitation. The contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the contractor, such items **shall** function properly when installed. The contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to ADH. Each sample should be marked with the contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at contractor's expense. After reasonable examination, all demonstrators will be returned at contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS**: Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS**: Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD**: Term Contract: A contract award will be issued to the successful contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from ADH. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful contractor.
13. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in ADH's designated location under normal conditions. If the contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Department of Health **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, ADH may buy elsewhere and any additional cost **shall** be borne by the contractor.

14. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without written approval of ADH. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

15. **STORAGE**: The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT**: All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Arkansas Department of Health to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The contractor **must** give written notice to ADH of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the contractors list or suspension of eligibility for award.

17. **VARIATION IN QUANTITY**: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

18. **INVOICING**: The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the bid solicitation, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.

19. **STATE PROPERTY**: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by ADH. Contractor **shall** properly identify items being returned.

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

21. **ASSIGNMENT**: Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **CLAIMS**: Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contactor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

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

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

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

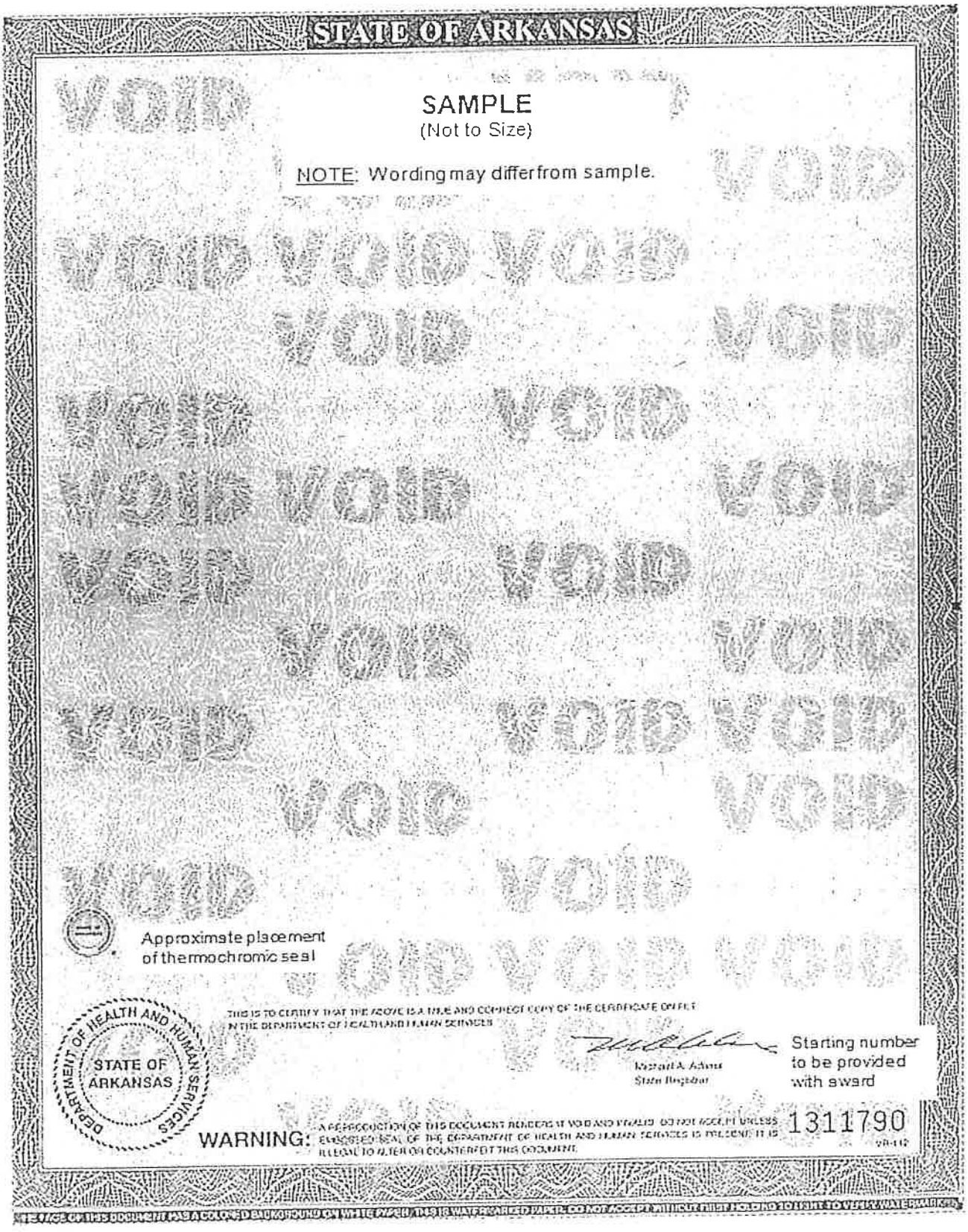
25. **CONTINGENT FEE**: The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this

assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. **DISCLOSURE**: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the ADH.

ATTACHMENT A- EXAMPLE



OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	ESTAMATED QUANITITY	PRICE PER THOUSAND	TOTAL PRICE
1	Security Paper VR-112 Forms with soy-based ink	600,000 *See QUANTITIES note below		
2	Security paper 112 form with lesser cost alternative ink If substantial savings are derived ADH may choose the lesser cost alternative	600,000 *See QUANTITIES note below		

BRAND OF SECURITY STOCK BID_____

BRAND OF SOY INK BID_____

BRAND AND TYPE OF ALTERNATIVE INK BID_____

DELIVERY QUANITITIES WILL BE ORDERED AS NEED

ALTERNATE DELIVERY_____ WORKING DAYS AFTER RECEIPT OF Purchase Order, or agency sample, whichever is later.

***QUANTITIES:** The quantities stated are estimated annual use, and for bidding purposes only. ADH may order more or less as required throughout the duration of the contract. ADH will not take delivery of the entire order at one time. ADH will order product periodically throughout the duration of the contract. Contractor will be responsible for proper storage of undelivered product until needed by ADH.

PAPER STOCK BRAND NAME: Paper stock brand names are used for purposes of quality identification only. Comparable and acceptable other brands will be considered. It shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified in the contract.