# ARKANSAS STATE HIGHWAY COMMISSION ARDOT - EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Number:	H-19-292P		ARDOT Equipment and	ARDOT Equipment and	ARDOT Equipment and
Bid Opening Date:	March 19, 2019	Fime: 11:00 a.m.	Procurement Division 11302 West Baseline Road Little Rock, AR 72209	Procurement Division P.O. Box 2261 Little Rock, AR 72203	Procurement Division 11302 West Baseline Road Little Rock, AR 72209
delivery locations un	til the above-noted bid opening da	te and time, and then pub	ject to the Standard Bid Conditions of olicly opened at the above-noted bid op gned bids will not be considered.		
In compliance with to set opposite each ite		the Conditions thereof, the	e undersigned offers and agrees to furn	ish any and all items upon wh	ich prices are quoted, at the price
Company Name:			Name (Type or Print):_		
Address:			Title:		
			Phone:	Fax:	
City:	State:	Zip:	E-Mail:		
Federal Tax ID or	Social Security No.:			original (not photocopied) an	d in ink.

Supply Contract for furnishing to the Arkansas Department of Transportation the <u>Highway Map of Arkansas (2019-2021 or most current year)</u> according to specifications attached to and made a part of this bid, at pricing set forth for the period beginning Date of Award thru March 31, 2020 with an option to renew in one (1) year increments upon mutual agreement by both parties.

Bid prices shall include delivery of all maps to the F.O.B. locations shown on attached Bid Specifications (Page 3 of 8).

Contact for Technical Information: Paula Cigainero (501-569-2573) or Sharon Hawkins (501-569-2205) Contacts for Bidding Information: Danny Keene (501-569-2674) or Chicita Pate (501-569-2675)

All bidders should complete and return the Eligible Bidder Certification (Attachment A), Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18), Restriction of Boycott of Israel Certification and Illegal Immigrant Certification (see Page 2 of Standard Bid Conditions – Item 17) issued with this bid.

The Department is not obligated to purchase any specific quantity or make purchases at any specific time during the contract period. It is estimated that approximately 500,000 maps will be purchased during the initial contract period. Subsequent orders will be placed in increments of 100,000.

The Bid Invitation, Bid Form and Specifications are parts of the contract and by this reference are incorporated herein as fully and effectively as if set forth in detail herein.

It shall be understood that by submission of bid that bidder agrees to the conditions herein specified and, if bid is found acceptable by ARDOT either in whole or in part, shall consider this bid a contract agreement bound under these conditions. The parties hereto agree that this contract in all things shall be governed by the Laws of the State of Arkansas. Should there be a conflict between conditions printed on Standard Bid Conditions and other conditions stated with Bid Information and Specifications, the latter shall prevail.

Bid Bond in the amount of \$1,000.00 required of all bidders at time of bid opening or bid will be rejected. Personal and company checks are not acceptable as Bid Bonds. See Condition 5 on page 1 of Standard Bid Conditions.

**Performance Bond** in the amount of \$5,000.00 will be required of successful bidder prior to providing goods/services. **Personal and company checks are not acceptable as Performance Bonds**. See Condition 5 on page 1 of Standard Bid Conditions.

Bids and Specifications are available on-line by going to the ARDOT Web Site – <u>www.ardot.gov</u> and clicking on "Commodities & Services Bids/Contract Information". Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.

## ARKANSAS STATE HIGHWAY COMMISSION LITTLE ROCK, ARKANSAS ARDOT - EQUIPMENT AND PROCUREMENT DIVISION

## **BID SHEET**

Contract No.: H-19-292P		BIDDER:	
1.	Initial Order: Approx. 500,000 maps Flat (unfolded) - 200 ea. Folded - 499,800 ea.	Total for 500,000 maps	\$
2.	Subsequent Orders: Will be placed in	100,000 increments.	
		Total for 100,000 maps	\$
	Virgin Paper Stock proposed to furnish:		
	BrandNo.	•	_
	Soybean Oil Ink proposed to furnish:		
	Brand No.		

#### **ARDOT - STANDARD BID CONDITIONS**

- 1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas Department of Transportation (ARDOT).
- ACCEPTANCE AND REJECTION: ARDOT reserves the right to reject any or all bids, to accept bids in whole or in part (unless
  otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with
  variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the
  State.
- 3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by ARDOT or fails to honor their bid. When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company that is authorized to do business in the State of Arkansas and that is listed on the current United States Department of the Treasury Listing of Approved Sureties. Surety bonds must be executed by a resident or non-resident agent who is licensed by the Arkansas State Insurance Commissioner to represent the surety company executing the bond, and the resident or non-resident agent shall file with the bond the power of attorney of the agent to act on behalf of the bonding company. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to quarantee the completion of the work, but also to quarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
- 5. **TAXES:** The ARDOT is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the ARDOT as an addition thereto, and should be added to the billing to the ARDOT. The ARDOT is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the ARDOT.
- 6. "ALL OR NONE" BIDS: Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
- 7. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
- 8. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
- 9. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
- 10. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.

- 11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of ARDOT request, and free demonstrations within 30 days, unless ARDOT extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by ARDOT. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
- 12. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
- 13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the ARDOT, as soon as possible, of the reason for any delay and the expected delivery date. The ARDOT has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
- 14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by ARDOT after delivery. Default in promised delivery or failure to meet specifications authorizes the ARDOT to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
- 15. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of 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." (Arkansas Code, Annotated, Section 19-11-708).
- 16. NOTICE OF NONDISCRIMINATION: The Arkansas State Highway Commission, through ARDOT, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the ARDOT's programs and activities, as well as the ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the ARDOT's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. (501)569-2298, Little Rock, AR 72203, (Voice/TTY 711), or the following joanna.mcfadden@ardot.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
- 17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they <u>do not</u> employ or contract with any illegal immigrant(s) in its contract with the state.
- 18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

#### ATTACHMENT A

#### **ELIGIBLE BIDDER CERTIFICATION**

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding thus Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
- 4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME
BY:
Signature
TITLE:

## **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**

Failure to complete all of th	e following	information	n may result in a delay in obtainin	ig a contract	t, lease, pur	hase agreement, or grant award with any Arkansas	State Agency.	
SUBCONTRACTOR:	SUBCONTRAC	TOR NAME:						
☐ Yes ☐ No								
			IS THIS FOR:					
TAXPAYER ID NAME:			☐ Goods? ☐	☐ Services	s? [	Both?		
YOUR LAST NAME:			FIRST NAME:			M.	l.l.:	
ADDRESS:								
CITY:			STATE:		ZIP COD	COUNT	ГҮ:	
AS A CONDITION O	F OBTAII	NING, E	XTENDING, AMENDING	, OR REI	<u>VEWING</u>	A CONTRACT, LEASE, PURCHASE AG	REEMENT, OR GRAN	NT AWARD WIT
<u>ANY ARKANSAS STA</u>	<u> ATE AGE</u>	NCY, TH	IE FOLLOWING INFORM	<u>IATION I</u>	<u>иUST В</u>	DISCLOSED:		
				FQ	RIND	VIDUALS*		
Indicate below if: you you	ir spouse of	r the hroth	per sister narent or child of you			irrent or former: member of the General Assemb	alv Constitutional Officer S	State Board or Comm
Member, or State Employe		the broth	er, sister, parent, or cinia or you	a Or your 3p	Muse is a c	Helit of Toffner. Hieriber of the General Assemb	Jly, Collistitutional Officer, 5	nate board or comm
,	Mark ( ✓)		Name of Position of Job Hel	o Held For How Long?		. ,	What is the person(s) name and how are they related to you?	
Position Held	IVIai	<del>( • )</del>				(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)		
	Current	Former	(senator, representative, name of board/ commission, data entry, etc.			Person's Name(s)		Relation
General Assembly								
Constitutional Officer								
State Board or								
Commission Member	<b>_</b>	<b>_</b>						
State Employee								
☐ None of the abo	we appi	les				/DITCINIECC\*		
						(BUSINESS)*		
						any ownership interest of 10% or greater in the e		
				•		sister, parent, or child of a member of the Genera	• •	Officer, State Board
Commission Member, or S	tate Emplo	yee. Positi	on of control means the power	to direct th	ne purchas	ng policies or influence the management of the e	-	
Position Held	Mark (	Mark ( ✓) Name of Position of Job Held		For How Long?		• • • •	What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
. 55.0.5	Current	Former	(senator, representative, name of board/ commission, data entry, etc.)	From MM/YY	To MM/YY	Person's Name(s)	Ownersh Interest (	•
General Assembly								
Constitutional Officer								
State Board or								
Commission Member								

☐None of the above applies

#### **Contract and Grant Disclosure and Certification Form**

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

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

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

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

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

Signature		Title		Date	
Vendor Contact	Person	Title		Phone No.	
Agency Use Only Agency Number	Agency Name	Agency Contact Person	Contact Phone No.	Contract or Grant No.	

# RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater 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.

By signing below, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.

If a company does boycott Israel, see Arkansas Code Annotated § 25-1-503.

Signature must be hand written, in ink

Bid Number/Contract Number	H-19-292P
Description of product or service	Printing and Furnishing the Highway Map of Arkansas
Contractor name	
Contractor Signature:	Date:

# **ILLEGAL IMMIGRANT CERTIFICATION**

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

By signing below, the Contractor agrees and certifies that they do not employ illegal immigrants and will not employ illegal immigrants during the remaining aggregate term of the contract.

Bid Number/Contract Number	H-19-292P
AASIS Number	N/A
	Printing and Furnishing the Highway Map of Arkansas
Description	Arkansas
Contractor name	

Contractor Signature:	Date:
Signature must be hand written, in ink	

## ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIFICATION FOR HIGHWAY MAP OF ARKANSAS

#### **SECTION 1 - GENERAL INFORMATION**

## 1.1 BID FORMAT

Any statement in this document that contains the word "will", "must" or "shall" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

## 1.2 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:

Arkansas Department of Transportation Attention: Public Information - Creative Services Manager P.O. Box 2261 Little Rock, AR 72203-2261

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

#### 1.3 RESERVATION

This request does not commit the Arkansas Department of Transportation to award a contract, to pay costs incurred in the preparation of a quote in response to this request, or to procure or contract for commodities or services.

#### 1.4 PRIME CONTRACTOR RESPONSIBILITY

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

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

#### 1.5 AWARD CRITERIA

This contract shall be awarded to the lowest responsible, responsive bidder by Grand Total. Consideration will be given only to those who bid all line items.

#### 1.6 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Arkansas Department of Transportation. The vendor shall not delegate any duties under the contract to a subcontractor unless ARDOT has given written consent to the delegation.

## 1.7 **COST**

All charges -- including shipping costs -- **must** be included in the official response to this request and **must** include all associated cost for the goods being bid. However, please do <u>not</u> include taxes in cost.

#### **NOTE:**

- 1. The Arkansas Department of Transportation will not be obligated to pay any costs not identified in the official response to this request.
- 2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items **shall** be borne by the bidder.

#### 1.8 DELIVERY: FOB DESTINATION-INSIDE DELIVERY

Inside delivery of orders must be made to three separate locations as specified below.

- 1. Delivery of 148,000 (147,800 folded and 200 flat/unfolded) maps to **Arkansas Department of Transportation (Address #1)** is required within forty-five (45) working days after receipt of ARDOT purchase order or production materials, whichever is later.
- 2. Delivery of 272,000 (all folded) maps to **Arkansas Parks & Tourism Warehouse (Address #2)** is required within (20) working days after receipt of ARDOT purchase order.
- 3. Delivery of 80,000 (all folded) maps to <u>Arkadelphia Human Development Center</u> (Address #3) is required within (20) working days after receipt of ARDOT purchase order.

"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 vendor's hands for ARDOT approval will not count against production time. All transportation expenses <u>for inside delivery</u> of the finished product as well as all required proofs will be the responsibility of the contractor.

DEFINITION - INSIDE DELIVERY: Unit prices quoted include, at no additional charge, the contractor providing "Inside Delivery" service. "Inside Delivery" is defined in this contract as: "Delivery to a building with or without an accessible dock and breaking shipping container to hand truck deliver individual cartons to a specific room(s) or area(s)."

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

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

#### **FOB Delivery Locations:**

#### ADDRESS # 1

Arkansas Department of Transportation\*\*
10324 Interstate 30, Room 206 (2<sup>nd</sup> Floor Storeroom)
Little Rock, AR 72209

NOTE: Call Public Information Office - Creative Services Manager at 501-569-2573 prior to attempted delivery.

\*\* DELIVERIES TO THIS BUILDING REQUIRE SPECIAL DELIVERY METHODS. This building has no standard loading dock. Dock is 24" high and accommodates a vehicle with a lift gate. Maximum pallet size is 38" x 40". Jack access MUST be on the 38" side. This building has no freight elevator. To deliver full pallets inside to second floor, driver must utilize a pallet jack to offload onto first floor passenger elevator, then use a pallet jack on second floor to offload pallet from elevator to deliver to storeroom location on second floor.

<u>Delivery Hours</u>: Monday through Friday, 9 AM - 3 PM (By appointment only)

#### ADDRESS # 2

Arkansas Parks & Tourism Warehouse 2312 Cantrell Road Little Rock, Arkansas 72202

NOTE: The contractor must call Warehouse Manager at 501-324-9172 prior to attempted delivery.

Dock appointment must be made 24 hours in advance of all deliveries.

Delivery Hours: Monday through Friday, 8 AM - 3 PM (By appointment only)

#### ADDRESS # 3

Arkadelphia Human Development Center 1 Prator Drive Arkadelphia, Arkansas 71923

NOTE: The contractor must call Rehabilitation Instructor Supervisor at 870-246-8011, ext. 267 prior to attempted delivery.

<u>Delivery Hours</u>: Monday through Friday 8:30 AM - 1:30 PM (By appointment only)

#### \*NOTE: For deliveries to all three locations:

Contractor must provide the following information prior to delivery:

- 1. Shipping destination;
- 2. Content (name of item)
- 3. Number of skids; and
- 4. Number of cartons per skid.

#### 1.9 ACCEPTANCE STANDARDS

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

#### 1.10 CANCELLATION

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

## **SECTION 2 - SPECIFIC REQUIREMENTS**

#### 2.1 SUBSTITUTION OF BRAND

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

#### 2.2 MISCELLANEOUS CHARGES / ALLOWANCES

Prior to any work being performed under this contract that will result in additional costs, written authorization must be obtained from the Arkansas Department of Transportation. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the Arkansas Department of Transportation. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns, or any other unforeseen costs.

## 2.3 LIQUIDATED DAMAGES

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Arkansas Department of Transportation to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. It is expressly acknowledged by the Contractor that the damages to ARDOT for the Contractor's failure to perform its responsibilities in any form as agreed upon in this Contract will result in damages to ARDOT, damages which are difficult to calculate. Accordingly, damages will be imposed by the ARDOT against the contractor for failure to meet delivery schedule at the rate of one percent (1%) of the invoice amount for each working day beyond the specified delivery time as liquidated damages and not as a penalty. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Arkansas Department of Transportation will assess such liquidated damages for late delivery in all cases except those that relate to causes beyond the contractor's control. The contractor must notify in writing, on a timely basis, ARDOT of such developments stating reason, justification and extent of delay. Other liquidated damages provided for in this contract must be verified and approved in writing by the Arkansas Department of Transportation prior to application.

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

#### 2.4 ORDERING PROCEDURE

All orders placed against this contract shall be in the form of an ARDOT issued purchase order on an as-required basis. ARDOT will determine quantity at the time of order.

#### 2.5 QUANTITY

The quantities stated within are estimated for bidding purposes only. ARDOT may order more or less as is required during the term of the contract.

#### **SECTION 3 – SPECIFICATIONS**

## 3.1 QUALITY

Items provided under the scope of this contract shall be of **EXCELLENT** quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. 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. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality.

Receipt of the merchandise does not necessarily constitute acceptance. ARDOT will be granted a minimum of 15 days in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, the Arkansas Department of Transportation will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If, in the opinion of the Arkansas Department of Transportation, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, the Arkansas Department of Transportation will establish, in writing, a new delivery date.

#### 3.2 **SIZE**

Flat: 22" x 32"

Folded: 4" x 7-5/16"

#### 3.3 PAPER STOCK

Virgin Premium Uncoated Opaque Offset, 60# text weight, white, smooth finish, Minimum acceptable brightness: 94, Minimum opacity: 92

Examples of brands: Accent Opaque by I.P., Cougar Opaque by Domtar, Lynx Opaque by Domtar, Finch Opaque, Domtar Starbrite Opaque or approved alternate

#### 3.4 INK

4-Color process. The use of a soybean oil ink product is REQUIRED for the printing of text pages on this contract.

#### 3.5 COMPOSITION / PRODUCTION MATERIALS

A total of two (2) high-resolution PDF files will be provided by ARDOT: one (1) front side file and one (1) back side file of the Arkansas State Highway Map.

Note: To obtain a current copy of the map, please call 501-569-2573.

Vendor must provide all separations and may direct image to plate and provide required proofs.

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 the Arkansas Department of Transportation. If the contractor fails to comply with this requirement, ARDOT may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving provided production materials.

#### 3.6 PRESSWORK

Maps print in 4-color process on both sides with bleeds. Majority of maps are to be folded in an accordion fold. 200 maps will be delivered flat/unfolded.

#### **PROOFS**

Vendor shall provide a digital printed color proof, on comparable paper stock as specified in bid, for Dept. approval. A proof run of at least two (2) folded and two (2) flat maps should be delivered. Along with the digital color proofs, the vendor shall provide two (2) color-accurate, high-resolution proofs. The agency will be allowed to keep at least one folded, one flat, and one color-accurate proof for archival records.

When proofs are submitted to ARDOT, it will be the Department's responsibility to mark-up the proofs for any necessary corrections on the Author's or Printer's part. The notation "AA" (Author's Alterations) or "PE" (Printer's Error) will be made in the margin of the copy alongside each correction.

Author's Alteration charges on digital printed color proof, on paper stock chosen by vendor, not to exceed \$3.00 per line or \$10.00 per page.

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.

Both ARDOT and the successful bidder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the Dept. and the successful bidder.

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

## 3.7 FOLDING

The map folds in an accordion fold to 4" x 7-5/16". Maps accordion fold as follows: seven (7) vertical folds creating eight (8) four-inch panels on the 32" width. Two (2) parallel folds on the 22" width to finished fold size of 4" x 7-5/16"

NOTE: 200 maps will be delivered flat/unfolded

#### 3.8 OVERRUNS / UNDERRUNS

A 2% overrun will be allowed. Overruns to be priced at 80% only of unit contract price. Underruns are not allowed.

#### 3.9 PACKAGING

Custom cartons required.

FOLDED MAPS shall be shrink-wrapped in packages of 25 each and are cartoned 400 maps per carton. Carton size must be 15-1/2" x 9" x 14-1/2". All cartons must be of 175 pound test board or equal and must be sealed with string reinforced tape that will not break open in normal handling. Cartons must be printed with the following information:

- Year(s)/Name of Map (Arkansas Highway Map)
- Quantity per carton
- Month/Year date of printing

FLAT/UNFOLDED MAPS must be appropriately packed to prevent soiling or damage in shipping and handling.

#### 3.10 PALLET REQUIREMENTS- LOCATION #1

Dock Height: 24"

Pallet Materials: Solid Wood Preferred

Custom Pallet Size: 38" x 40" - Jack access MUST be on 38" side

Maximum Pallet and Contents Height: 60"

Maximum pallet Weight: MUST NOT exceed 2000 lbs. regardless of height

Cartons must be on pallets preferably constructed of wood (not fiberboard) if possible.

Cartons to be palletized in a manner that lends itself to triple stacking Consistent Palletizing: Equal number of layers and cartons per layer.

Pallets must be labeled accordingly: "Pallet #1 of 16," "Pallet #2 of 16," etc.

Pallets not meeting the above specifications will be rejected at the dock.

#### 3.11 PALLET REQUIREMENTS – LOCATIONS #2 and #3

Dock Height: 45"

Pallet Materials: Solid Wood Preferred

Pallet Size: 48" x 40"

Maximum Pallet and Contents Height: 60"

Maximum pallet Weight: 2000 lbs. regardless of height

Cartons must be on pallets preferably constructed of wood (not fiberboard) if possible.

Cartons to be palletized in a manner that lends itself to triple stacking Consistent Palletizing: Equal number of layers and cartons per layer.

Pallets must be labeled accordingly: "Pallet #1 of 16," "Pallet #2 of 16," etc.

Pallets not meeting the above specifications will be rejected at the dock.