

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

INVITATION FOR BID

Bid Number: SP-09-0192	Buyer: Camber Thompson
Commodity: 10Mbps-40Mbps Dedicated Internet for U of A Community College-Morrilton	Bid Opening Date: January 27, 2009
Date: January 20, 2009	Bid Opening Time: 2:30 P.M. CDT

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, FedEx, and DHL deliver mail to our street address, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

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

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY; UNSIGNED BIDS WILL NOT BE CONSIDERED

Identification: *	*
Federal Employer ID Number	Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	10Mbps-40Mbps Dedicated Internet for U of A Community College-Morrilton
TYPE OF CONTRACT:	Term
BUYER:	Camber Thompson
AGENCY P.R. NUMBER	1000450751

INVOICE TO:
Department of Information Systems
c/o Accounts Payable
One Capitol Mall, 3rd Floor
PO Box 3155
Little Rock, AR 72203

F.O.B:
See section 1.1

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

EQUAL EMPLOYMENT OPPORTUNITY POLICY:

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html/

TECHNOLOGY ACCESS

Please reference Arkansas statute 25.26.201 et seq. The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with the State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Vendor represents and warrants to State of Arkansas that the technology provided to State of Arkansas for purchase is capable either by virtue of features included within the technology or because it is readily adaptable by use with other technology of:

- Providing equivalent access for effective use by both visual and non-visual means;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- After being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the American with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:

www.dis.arkansas.gov/poli_stan_bestpract/policies.htm. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to these documents, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place and on or before the date and time set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents that are to be returned may be opened to verify which bid the submission is for.

ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to and shall not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted

intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

ANTICIPATION OF AWARD

After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_index.html) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, The Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at http://www.arkansas.gov/DFA/PROCUREMENT/PRO_INTENT.PHP.

PAST PERFORMANCE:

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER:

Complete the Disclosure Forms posted with this bid.

SECTION I GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is to obtain pricing and a contract to procure Dedicated Internet Service for the University of Arkansas Community College-Morrilton, 221 Central Dr., Morrilton, AR. DIS is requesting a bid for Dedicated Internet at speeds of 10 Mbps, 15 Mbps, 20 Mbps, 30 Mbps and 40 Mbps via DS3 access. Bidder must bid all speeds, terms, and provide pricing with and without a managed router.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Camber Thompson at (501) 683-0084. For technical information related matters, vendors may contact Don McDaniel at don.mcdaniel@arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

- A. During the time between the bid opening and contract award, any contact concerning this IFB will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors are requested to respond to each numbered paragraph of the IFB.
- C. Vendors must submit one (1) signed original of the IFB response on or before the date specified on page one. Vendors should submit three (3) complete copies (marked copy) and three (3) electronic copies preferably in MS Word/Excel format, on CD of the signed IFB response on or before the date specified on page one. Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
- D. For a bid to be considered, an official authorized to bind the vendor to a resultant contract must have signed the bid.
- E. All official documents and correspondence shall be included as part of the resultant contract.
- F. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 2. Failure to sign an Official Bid Document.
 3. Failure to complete the Official Bid Price Sheet(s).
 4. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a bid requirement in the IFB.
 5. Failure of any proposed service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word “**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. It is recommended that bidders respond to each item or paragraph of the IFB in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

DIS requests bidders to bid two (2) separate terms; one for 36 months (3 years) and one for 60 months (5 years). ONLY one contract term and one router option will be awarded based on the needs of the customer. The agreement may be mutually renewed (volunteer extensions) in increments of one year terms up to a total of seven (7) years from the beginning of the contract. In no event shall this agreement remain in effect longer than seven (7) years from the effective date.

1.6 TERMS AND CONDITIONS OF BID

All invoices shall be forwarded in duplicate to the: Department of Information Systems, Attention: Accounts Payable - P.O. Box 3155, Little Rock, Arkansas 72203, Phone: 501-682-2701

The invoice, invoice remit, and summary must be delivered via paper at no cost to the State.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied the Department of Information Systems as to the reliability and effectiveness of the service as a whole. Vendors should invoice DIS by line of service. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

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

1.7 PROPRIETARY INFORMATION

Proprietary information submitted in response to this IFB will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the IFB become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information and to seal such information in a separate envelope marked as confidential and proprietary/

1.8 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services.

1.9 PRIME CONTRACTOR RESPONSIBILITY

The bidder must be the prime contractor for the bid and resulting contract.

DIS reserves the right to interview the key personnel assigned by the successful bidder to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department.

1.10 DELIVERY

The agency requests service within 30 calendar days after receipt of the order. If this date cannot be met, the bidder must state on the Bid Price Sheet, the number of days required to implement the service at agency's designated location. Failure to state the implementation time obligates the bidder to complete delivery by the agency's requested date.

All items awarded must be accepted by the agency prior to invoice processing.

1.11 CONTRACT INFORMATION

- A. The State of Arkansas may not contract with another party:
 - 1. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon 30 days written notice whenever there are no funded appropriations for the equipment or software.
 - 2. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - 3. Upon default, to pay all sums to become due under a contract.
 - 4. To pay damages, legal expenses or other costs and expenses of any party.
 - 5. To continue a contract once the equipment has been repossessed.
 - 6. To conduct litigation in a place other than Pulaski County, Arkansas
 - 7. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
 - 1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - 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.
 - 2. Include in its contract that the laws of the State of Arkansas govern the contract.
 - 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.
- C. The State of Arkansas may contract with another party:
 - 1. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - 2. To lease any hardware or software for a period of time which continues past the end of a fiscal year provided that in the event funds are not appropriated for the equipment/software described in the contract, the State Procurement Official may, upon 30 days written notice to the vendor/lessor, cancel the contract regarding that equipment/software for which no appropriations were made, or, in the event that there are no funded appropriations from which payment can be made for the equipment/software described in the contract, the State Procurement Official may upon 30 days written notice to the vendor/lessor, cancel the contract as to that equipment/software for which there are no funded appropriations from which payment can be made for the equipment/software.

1.12 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.13 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned equipment, software, or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for equipment, software, and technical literature until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.15 PUBLICITY

New release(s) by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 WARRANTY

The vendor must:

- A. Clearly define in detail the warranty period after acceptance.
- B. Define the provisions of the warranty regarding response time for service.
- C. Outline the standard or proposed plan of action for correcting problems during the warranty period.
- D. Vendors must itemize any services and labor that is excluded from warranty.

1.17 AWARD CRITERIA

The vendor must bid all speeds, terms, and router options.

Bids must meet or exceed all defined specifications.

Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

ONLY one contract term and one router option will be awarded based on the needs of the customer.

1.18 COST

All charges must be included on the Official Bid Price Sheets, must be valid for ninety (90) days following IFB opening, and shall be included in the costing evaluation. The pricing must include all associated cost for the service being bid plus any non-recurring, one-time cost.

NOTE:

- 1) The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
- 2) Any cost not identified by the bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Bid Price Sheets may be reproduced as needed.
- 4) Vendors may expand items to identify all proposed services. A separate listing, which must include pricing, may be submitted with summary pricing.

THE ACCOMPANING EXCEL FILE CONTAINS THE OFFICIAL PRICE SHEETS.

1.19 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 30 days prior to the date of cancellation.

SECTION 2 SPECIFIC REQUIREMENTS

2.1 PROJECT CONCEPT

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Department of Information Systems (DIS) to obtain pricing and a contract(s) to procure Dedicated Internet Service for the University of Arkansas Community College-Morrilton (UACC-Morrilton), 221 Central Dr., Morrilton, AR. DIS is requesting a bid for Dedicated Internet at speeds of 10 Mbps, 15 Mbps, 20 Mbps, 30 Mbps and 40 Mbps via DS3 access.

2.2 SERVICE REQUIREMENTS

1. The vendor is requested to bid a flat rate which includes transport and Internet access. The Official Price Sheets contains tables for the vendor to provide Dedicated Internet cost for the 36 month and 60 month terms with and without a managed router. **ONLY** one contract term and router option will be awarded based on the needs of the customer.
2. The vendor is to provide DS3 access to allow for growth in bandwidth over the life of the contract.
3. If UACC-Morrilton has their own LAN IP address range they must be able to retain their IP address when service is provided by the successful vendor.
4. If UACC-Morrilton is using IP addresses within the ranges belonging to the State (150.208.0.0/16) they must obtain new IP addressed from the vendor.

2.3 SUPPORT REQUIREMENTS

1. Restoration of service after catastrophic events such as fires, storms, earthquakes, or accidental damage shall be on an around-the-clock basis. (24 hours a day/7 days a week)
2. The vendor must accept trouble reports from DIS or any DIS service location in conjunction with the services being provided under this contract. There shall be no additional charge for this service.
3. The vendor must establish one point of contact where all troubles will be reported for any of the services or facilities specified in this IFB. The personnel at this location will be responsible for coordinating all efforts to correct the trouble and will update DIS at intervals to be established by DIS and the vendor.
4. The vendor must provide a toll free number, which must be available 24 hours a day, 7 days a week, with qualified personnel to handle trouble reports from State sites.
5. The vendor must specify how they handle critical outages with critical outages being defined as any outage that the customer feels severely impacts their ability to do business.
6. The vendor must provide an escalation procedure with contact information (i.e. names, titles, phone numbers, and pager numbers) for 24/7 support. DIS or the customer must be able to initiate the escalation procedure 24 hours a day, 7 days a week for critical outages.

2.4 BILLING REQUIREMENTS

1. The vendor must describe the process for resolving billing errors and the turn-around time for correcting these billing errors.
2. Each service location billed on the vendor invoice is to have a circuit ID, telephone number or equivalent which will be used to identify the location and/or customer being billed in DIAMONDS, the State telemanagement system.
3. Detailed Contract Rate must match each line item bid as it will appear on the monthly billing statement.
4. Detail information in any form must be compatible with the DIAMONDS (Compco's MySoft) telemanagement system used by the State.
5. DIAMONDS has the following fields for Services, Equipment, and Onetime charges:
 - a. Vendor Account Number
 - b. Invoice Number
 - c. Invoice Date

- d. Invoice From Date
- e. Invoice To Date
- f. Userid, Extension, Subsystem, Circuit ID, Telephone No., Inventory number, etc.
- g. Quantity
- h. Unit Price
- i. Total Amount
- j. Transaction Date
- k. Transaction From Date
- l. Transaction To Date
- m. Product Code, Service Code, USOC, Inventory Item
- n. Description
- o. Location (LSO)
- p. Work Order Number
- q. Contract Number

2.5 PROJECT & PRICING REQUIREMENT

Vendor must provide a Universal Service Order Code (USOC) or equivalent for all proposed bid rates on the price sheet with the bid. The vendor can add rows or columns to the price sheet if multiple USOC's are required to define the service. The vendor will be required to FTP a Flat ASCII, Pipe Delimited file to DIS **upon request**. Please email DIS.Contracts@arkansas.gov to set up a FTP folder and obtain instructions.

The FTP file MUST contain:

- 1. Bid Number
- 2. AASIS Vendor Number
- 3. USOC, Product Code, Billing Code, etc.
- 4. Description of item 3

As an option the vendor may provide prices for additional features that are not required per this IFB.

2.6 ONGOING PERFORMANCE REQUIREMENTS

- 1. Ongoing performance requirements will begin the day service is implemented.
- 2. The DIS goal is to have the service maintain a minimum of ninety-nine percent (99 %) up time. Vendors must state their remedies, approaches, and/or corporate position that would support the above performance goal.
- 3. In the event a ninety-nine percent (99%) up time is not maintained, due to equipment or operating software failure for any consecutive two (2) month period, the vendor will receive formal notice in writing. The vendor will be required to take the necessary action to increase the up time to at least ninety-nine percent (99%) in the month subsequent to written notification. In the event the equipment does not meet the required 99% up time in any 60-day period, excluding normally scheduled upgrades and maintenance, vendor must take one or more of the following actions unless DIS and the vendor agree that the problem has been corrected and the system is currently in good working order:
 - a. Provide an on-site Customer Engineer for analysis and correction of the problem;
 - b. Provide back-up equipment and software, if available;

Vendor, at its option, may take any of the above actions prior to the third consecutive month.

- 4. If the service fails to meet the IFB requirements within six months of the installation date, DIS may terminate the agreement in its entirety.

STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.

3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.

5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the

event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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

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

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

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

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

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

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

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

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

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

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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