

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300 72201-3966
Little Rock, Arkansas

INVITATION FOR BID

Bid Number: SP-08-0174

Buyer: Loyce Holloway

Commodity: Promotional Items

Bid Opening Date: January 14, 2008

December 28, 2007

Bid Opening Time: 2:00 P.M.

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.

MAILING ADDRESSES:

Office of State Purchasing
1509 West Seventh Street
Room 300
Little Rock, AR 72201- 3966

BID OPENING LOCATION:

Office of State Purchasing
1509 West Seventh Street,
Room 300
Little Rock, AR 72201-3966

Office of State Purchasing
1509 West Seventh Street, Room 300
Little Rock, AR 72201-3966

TELEPHONE NUMBER: 501-324-9316

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

FAILURE TO PROVIDE A TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION:

Federal Employer Identification Number OR Social Security Number

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Signature: _____

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 2

GENERAL DESCRIPTION: Promotional Items

TYPE OF CONTRACT: FIRM

CONTRACT PERIOD: N/A

BUYER: Loyce Holloway

AGENCY P. R. NUMBER: 1000392880

INVOICE TO: Arkansas State Health Department
Attn: Accounting
4815 W. Markham
Little Rock, AR 72205

F.O.B.: Arkansas Department of Health
4815 W. Markham St.
Slot 3 Dock
Little Rock, AR 72205

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 Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion".

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 3

ITEMS: 1 – 13 WILL BE AWARDED BY LINE ITEM
On items 3, 4, 6, and 12 Bidders Should bid a per dozen price.
All other items bidders should bid a per each price.

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
1.	3,000	Pocket Radios	\$ _____ PER EACH	\$ _____
2.	3,000	Wrist Bands	\$ _____ PER EACH	\$ _____
3.	500 Dozen	Gel Pens	\$ _____ PER DOZEN	\$ _____
4.	833 Dozen	Pencils	\$ _____ PER DOZEN	\$ _____
5	8,000	Electronic Calculators	\$ _____ PER EACH	\$ _____
6.	542 Dozen	Plastic Bags	\$ _____ PER DOZEN	\$ _____
7.	3,000	Rulers	\$ _____ PER EACH	\$ _____

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 4

ITEM	QTY.	DESCRIPTION	UNIT PRICE	EXTENSION
8.	3,000	Water Bottle	\$ _____ PER EACH	\$ _____
9.	4,000	Plastic Tumbler	\$ _____ PER EACH	\$ _____
10.	1,000	Portfolios	\$ _____ PER EACH	\$ _____
11.	1,000	Caps	\$ _____ PER EACH	\$ _____
12	833 Dozen	Lanyard	\$ _____ PER DOZEN	\$ _____
13.	1,000	Pliersw/Case	\$ _____ PER EACH	\$ _____

Low bidder of items 1-13 will be required to supply a sample.
Sample does not have to be imprinted. If return of the sample is required, the vendor
will be responsible for the cost.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 5

**ITEMS #14 - #19 WILL BE AWARDED "ALL OR NONE" AS A GROUP
CONSIDERATION WILL BE GIVEN ONLY TO THOSE WHO BID ALL ITEMS 14 – 19.**

14. 750	T-Shirts; Size Adult Medium 15-15 ½	\$ _____	\$ _____
15. 1,000	T-Shirts, Size Youth Medium 10-12	\$ _____	\$ _____
16. 1,500	T-Shirts, Size Youth XLG 18-20	\$ _____	\$ _____
17. 1,000	T-Shirts Size Adult Large, 16-16 ½	\$ _____	\$ _____
18. 680	T-Shirts, Size Adult XXL 18-18 ½	\$ _____	\$ _____
19. 1,000	T-Shirts, Size Adult XL 17 – 17 ½"	\$ _____	\$ _____
GRAND TOTAL OF ITEMS 14-19		\$ _____	_____

ON THE T-SHIRTS VENDOR MUST PROVIDE A SAMPLE OF THE SHIRT THEY ARE GOING TO PROVIDE. SHIRT DOES NOT HAVE TO BE IMPRINTED. ONLY ON SHIRT SAMPLE REQUIRED. THE SAMPLE OF THE SHIRTS USED BY THE VENDOR MUST BE THE QUALITY THEY PLAN TO PROVIDE.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 6

CONTACT PERSONS:

Agency Contacts: Mary Bryant – 501-661-2923.
Evelyn Northrop – 501-280-4167

State Purchasing Contact: Loyce Holloway – Phone – 501-371-6062

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.

NOTE:

We strongly recommend that vendors not send bid documents by priority or certified United State Postal Service (USPS) mail. The Office of State Procurement cannot be responsible for delivery by the USPS. The Post Office delivers mail to our street address, 1509 West 7th, Room 300, Little Rock, AR 72201-3966, on a schedule determined by the USPS. Other delivery options include UPS, FedEx, DHL or a similar delivery services. These services will deliver to our offices based only on our street address.

BID OPENING LOCATION

Arkansas State Office of Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 7

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.

CURRENCY:

All Bids and Proposals pricing and cost must be listed in United States Dollars and Cents.

LANGUAGE:

Bids and proposals will only be accepted in the English language.

ADDENDUMS:

Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission.

ALTERATION OF ORIGINAL RFQ/REP DOCUMENTS:

ALTERATION OF ORIGINAL RFQ/RFP DOCUMENTS: THE ORIGINAL WRITTEN OR ELECTRONIC LANGUAGE OF THE RFQ/RFP 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 EXCEPTIONS (S) TO THESE DOCUMENTS, BUT DOES CLARIFY THAT THE OFFEROR CANNOT CHANGE THE ORIGINAL DOCUMENTS 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 OFFERORS CONTRACT SUBMITTAL IS DISCOVERED TO CONTAIN ALTERATIONS/CHANGES TO THE ORIGINAL WRITTEN OR ELECTRONIC DOCUMENTS, THE OFFERORS RESPONSE MAY BE DECLARED, AS NON-RESPONSIBLE AND THE RESPONSE SHALL NOT BE CONSIDERED.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 8

EQUAL OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EEO 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 bid response. The Office of State Procurement will maintain a file of all vendors EEO 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 EEO policies upon request to other state agencies and of supplying EEO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ANTICIPATION TO AWARD

After complete evaluation of the bid or proposal, 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 and are 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>

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 9

SCOPE:

The purpose is to issue a contract for various promotional items for the Arkansas State Health Department. Total bid price shall include but is not limited to supplying all items requested, imprinting on each item and inside delivery as specified by the Health Department.

AWARDING INSTRUCTIONS:

Items #1 through #13 will be award by line item to the lowest responsible responsive bidder. Bidders do not have to bid all items.

Items #14 through #19 will be awarded by Grand Total of all items. Consideration will be given only to those who bid all items of #14 through #19.

DELIVERY:

Items are to be delivered 30 working days after receipt of Purchase Order or production materials whichever is the latter. Arkansas Department of Health, 4815 W. Markham ST Slot 3 Dock, Little Rock, AR 72205.

Bidder to include cost of delivery in their price.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 10

SPECIFICATIONS FOR ALL ITEMS

Item #1 -Promotional Item - Pocket Radio

Pocket Size Radio; FM scan; Radio scans up through the FM dial at the touch of a button.

Includes built in belt clip; Stereo earplugs and built in LED mini light.

Uses two (2) replaceable AAA batteries (Batteries to be included in box with radio;)
Radio size is 2 1/4"W x 3 1/4"H

Color of radio Translucent Red to be imprinted in white. Stamp Out Smoking Logo (SOS),quit-line website and telephone number is to be imprinted on the radio.

Item #2 - Promotional Item - Wrist Bands

Wrist Bands to be 100% Silicone, 7 1/2" long; 1/2" wide
Color of wrist bands to be red; Wrist bands to be embossed in white; Stamp Out Smoking Logo (SOS), quit-line telephone number.

Item #3 - Promotional Items - Gel Pens

Gel Pens

PaperMate Breeze Gel Pens; Translucent Retractable pen; Body color Frost/Translucent Navy; Grip color is clear;
Ink color - Blue; Refillable with a medium point;
Stainless steel trim and confort grip;
Imprint Area: 0.625" x 1.25" (size to fit;
Stamp Out Smoking (SOS) logo, white lettering for Quit line number. Gel Pens to be PaperMate Breeze Gel Pens or an approved equal. Bidders to indicate below what brand they are bidding.

BRAND BID: _____

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 11

Item #4 - Promotional Item - Pencil

#2 lead pencil made from flexible splinter-resistant lightweight plastic; with eraser; Color of pencil to be white; Black lettering to be used for imprint; Stamp Out Smoking (SOS) logo; website, and quit-line number to be imprinted on pencil.

Item #5 - Promotional Item - Electronics

Calculator Size: 2.5" x 4.5"; color of calculator is to be translucent red; Stamp Out Smoking Logo (SOS), Quit-line phone number and web site to be imprinted in white.

Item #6 - Promotional Item - Plastic Bags

Size: 19" x 15"; Color: Red

Die cut Handle Bag Reinforced handle, 2.5 ml, with 3" bottom gusset; Red bag with White Imprint; Stamp out Smoking (SOS) logo, quit-line number and Website imprinting centered one Sided.

Item #7 - Promotional Item - Ruler

White plastic 12" ruler; made with flexible white plastic; rounded corners; inch markings; rounded corners.

Stamp Out Smoking logo (SOS), quit-line number and website to be imprinted in black. Imprint area: 1/2" H x 11" W (size to fit). Bidder will be responsible for sizing the imprint.

Item - #8 - Promotional Items - Water Bottles

Water bottles to be made of plastic; 20 oz push/pull lid; white plastic bottle with red lid; Stamp Out Smoking Logo (SOS) and quit-line number and website to be imprinted in red.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 12

Item #9 - Promotional Item - Plastic Tumbler

Plastic 16 oz red Tumbler; imprinted in black lettering; Stamp Out Smoking Logo (SOP) and quit-line number and website to be imprinted on the Plastic tumbler.

Item #10 - Promotional Item - PortFolios

Black Portfolios with Notepad & pen included; Portfolios to be simulated leather or leatherette; Size: 6" W x 8-1/2"H, Imprint Area:(silk-screened), centered 4"W x 6"H ; lettering in Red/White; Stamp Out Smoking Logo (SOS), quit-line and website to be imprinted.

Item #11 - Promotional Item - Caps

Stamp Out Smoking Logo to be embroidered on five panel crown; Color of Crown black; The S's to be embroidered in white and the O to be embroidered in red; Cotton twill with Khaki visor; the quit-line number and website information to be embroidered in white on the visor; Caps to have an attached strap, strap to have 6 rows stitching, sewn eyelets; cloth covered button; with velcro fabric

Item #12 - Promotional Item - Lanyard

Lanyard - 12"L x 1/2"W; Color: Red

Split Ring 1/2" width 12" long red with white lettering;
Consists of tubular polyester construction and is ironed flat
with SOS logo; quit line phone number and website information.

Item #13 - Promotional Item – Pliers Tool

Mini 12-Function stainless steel Pliers tool w/case

Size: 7/8" x 2 1/2"
Translucent red lettering;
SOS logo with quit-line number to be imprinted on case.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 13

ITEMS #14 – 19 Will be awarded all or none. Bidders must bid on all items to be considered.

Items #14 – 19 T-Shirts: All T-Shirts will have information printed on Front, Back and both Sleeves.

SEE ATTACHED PAGES FOR INFORMATION TO BE PRINTED ON THE T-SHIRTS
VENDOR IS TO MATCH THE PMS COLORS LIST ON THESE SHEET AS CLOSE AS POSSIBLE.

Item #14 - Promotional Item – Adult T-Shirt – Medium Size

T-Shirts Adult
Size: (Medium)(15-15 1/2)
Color: Natural

Round collar neck, taped neck and shoulders, double needle stitched throughout garment and no pocket.
Heavy weight 100% cotton; Preshrunk minimum 6.1 ounces.

Item #15 - Promotional item – Youth T-Shirt – Medium Size

Youth Medium (10-12)

T-shirt, round collar neck, taped neck and shoulders, double needle stitched throughout garment and no pocket. Heavy weight 100% cotton, preshrunk minimum 6.1 ounces.

Item #16 - Promotional Item – Youth T-Shirt – XLG Size

Youth XLG (18-20)
Color: Natural

T-shirt, round collar neck, taped neck and shoulders, double needle stitched throughout garment and no pocket. Heavy weight 100% cotton, preshrunk minimum 6.1 ounces .

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 14

Item #17 - Promotional items – T-Shirt-Adult Large Size,

Size: Adult Large, 16 – 16 ½

Color: Natural

T-shirt, round collar neck, taped neck and shoulders, double needle stitched throughout garment and no pocket. Heavy weight 100% cotton, preshrunk minimum 6.1 ounces. .

Item #18 – Promotional Item – T-Shirt, Adult XXL Size

Adult Size 18 – 18 1/2

Color: Natural

T-shirt, round collar neck, taped neck and shoulders, double needle stitched throughout garment and no pocket. Heavy weight 100% cotton, preshrunk minimum 6.1 ounces .

Item #19 – Promotional Item – T-Shirt, Adult XXL Size

Adult Size – XL, 17 -17 ½

Color: Natural

T-Shirt, round collar neck, tapered neck and shoulders, double needle stitched throughout garment and no pocket. Heavy weight, 100% cotton, preshrunk minimum 6.1 ounces.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 15

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 Office of State Purchasing

LIQUIDATED DAMAGES or PENALTY

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the Office of State Procurement 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.

Liquidated damages imposed by the State against the contractor for failure to meet delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. The contractor shall be relieved of delays due to causes beyond his control such as acts of God, national emergency, strikes or fire. The Office of State will assess penalties 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, the Office of State Procurement 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 Office of State Procurement prior to application by the ordering agency.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 16

RFQ/RFP STANDARD TERMS AND 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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 17

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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 18

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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 19

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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO. SP-08-0174

PAGE 20

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.

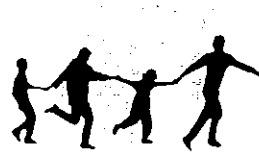
Healthy Arkansas logo:

left sleeve, at least 1.5" up from the sleeve edge

approximately 2.46" x 1.6"

State Shape - PMS 421

Logotype, lines and figures - PMS 425



Healthy Arkansas

For a Better State of Health

T-shirt Colors



PMS 425



PMS 421



PMS 186

SOS logo with quit line:

right sleeve, at least 1.5" up from the sleeve edge

approximately 2.25" x 2"

Smoke - PMS 421

STAMP OUT SMOKING, "1-866-NOW QUIT"
and the two big "S" - PMS 425

"O" stop sign - PMS 186

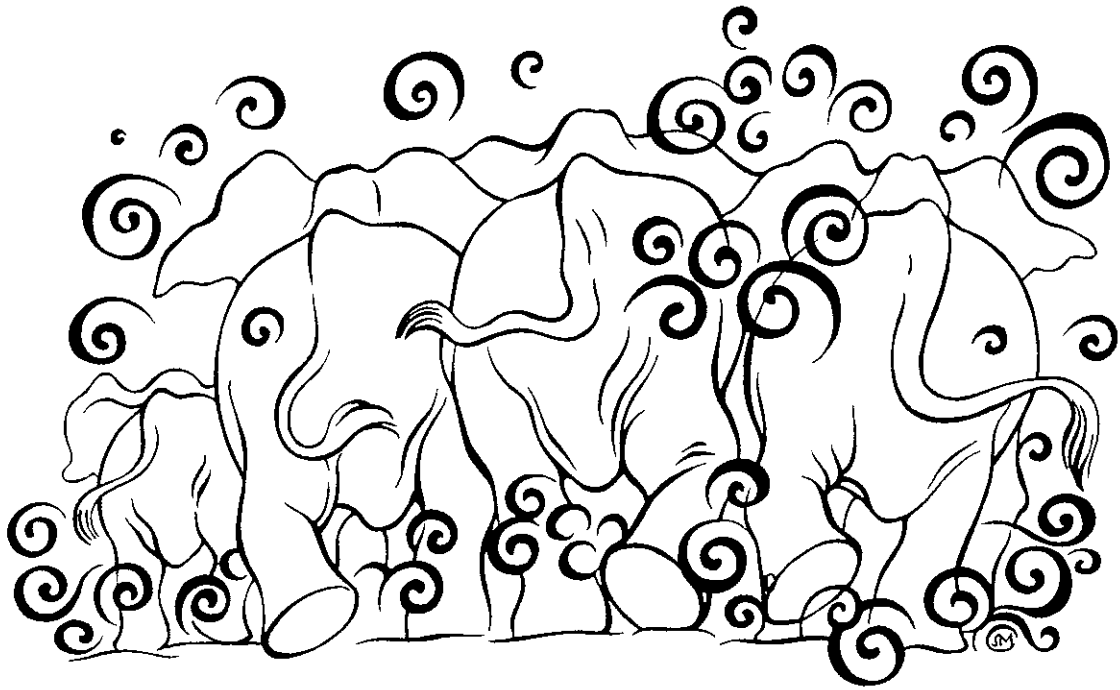


STAMP OUT SMOKING

1-866-NOW-QUIT



STAMP OUT SMOKING
stampoutsmoking.com



2 t 5 m b o n t s m o k i n g

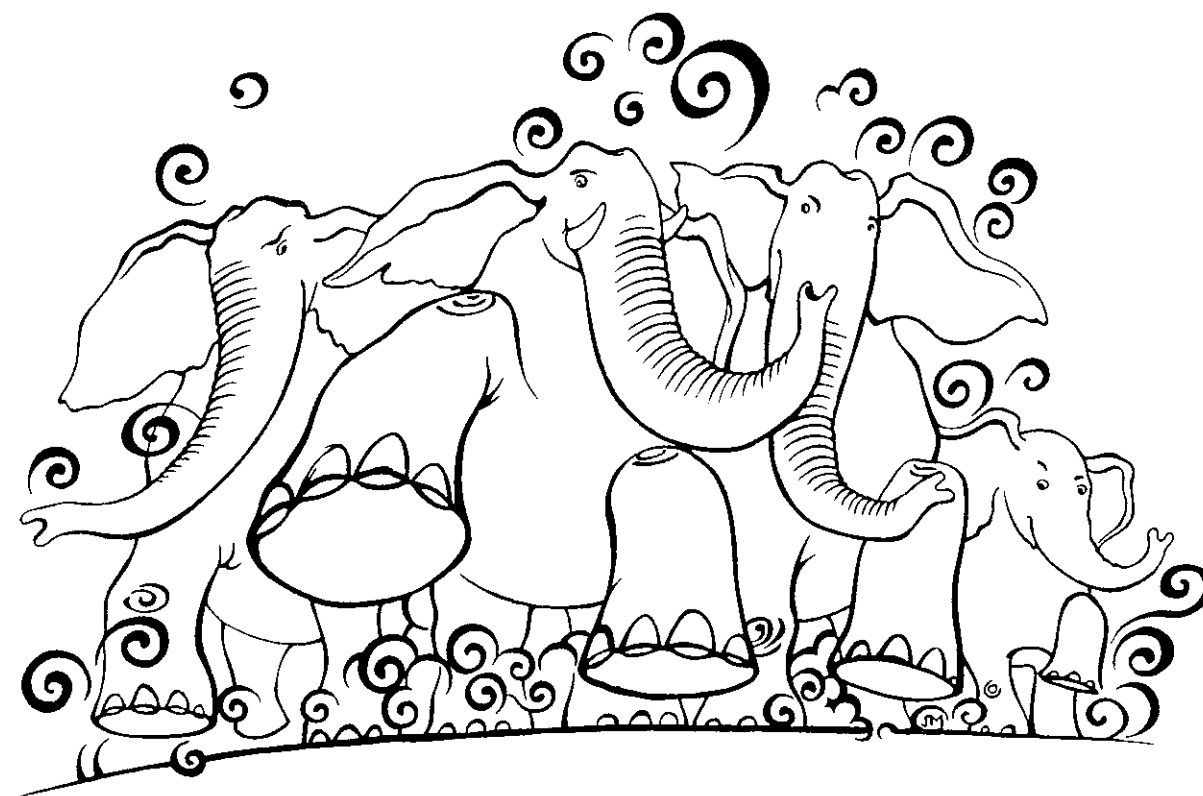
Elephant back design:

centered on the back area of the shirt,
should be at the same height as the front -
mirror image

approximately 9.4" x 6.42"

PMS 425

Please, size the design appropriately for
extra small and extra large sizes



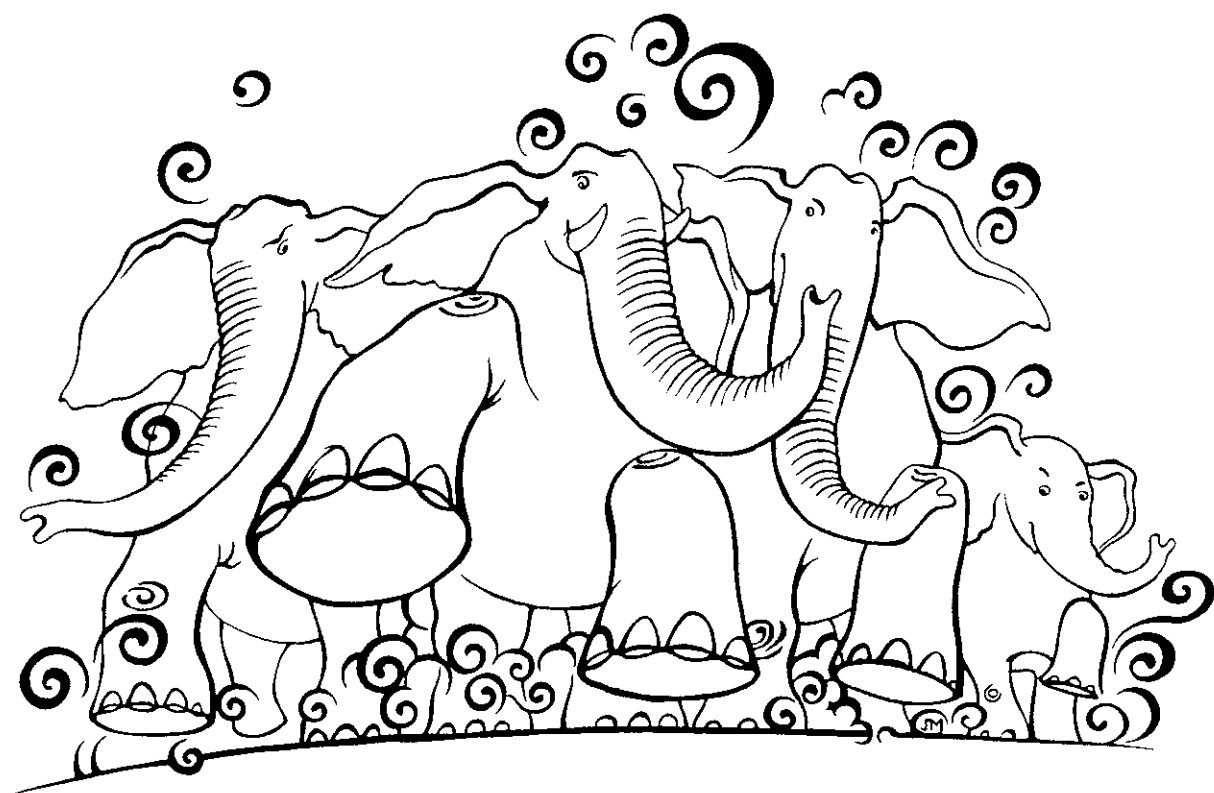
stamp out smoking

Elephant front design:

centered on the chest area of the shirt, at
least 3" down from the collar
approximately 10" x 7"

PMS 425

Please size the design appropriately for
extra small and extra large sizes



stamp out smoking

Elephant front design:

centered on the chest area of the shirt, at
least 3" down from the collar
approximately 10" x 7"

PMS 425

Please, size the design appropriately for
extra small and extra large sizes