



STATE OF ARKANSAS
DEPARTMENT OF SHARED ADMINISTRATIVE SERVICES
OFFICE OF STATE PROCUREMENT
501 Woodlane St., Ste. 220
Little Rock, Arkansas 72201-1023

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000541	Solicitation Issued:	June 18, 2026
Description:	Tax Booklets		
Department:	Department of Finance and Administration		

BID DUE DATE AND DELIVERY OF BIDS			
Bid Response Due Date:	July 20, 2026	Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system, by the Bid Response Due Date and Time. Bids received after the Bid Response Due Date and Time will be rejected as untimely. ARBuy can be accessed at arbuy.arkansas.gov .			

LIVE BID OPENING INFORMATION	
Teams Meeting Link:	Teams Link
Meeting ID:	259 241 104 424 360
Passcode:	2az3j4Uj
Call in (audio only):	501.244.3310 or find a local number
Phone conference ID:	820 783 356#

SAS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
SAS OSP Procurement Specialist:	Wendy Hickok	Procurement Specialist's Direct Phone Number:	501.324.9314
Email Address:	Wendy.hickok@arkansas.gov	SAS OSP's Main Number:	501-324-9316
SAS OSP Website:	sas.arkansas.gov/procurement/		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the SAS Office of State Procurement (SAS OSP) for the Department of Finance and Administration (“DFA” or “Department”) to obtain pricing and a contract for the printing, packaging, mailing, and shipping of Arkansas Individual Income Tax Booklets for the 2026 tax year and each subsequent tax year for the aggregate term(s) of the contract.

A sample copy of the 2025 Arkansas Individual Income Tax Booklet is provided in *Attachment A* for your convenience. *Attachment A* is intended to be a visual representation or example; however, some minimal deviation is expected.

Direct all correspondence regarding this Solicitation to SAS OSP and not to the DFA.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, SAS OSP intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is October 1, 2026, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by SAS OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid,” “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Business Day” means Monday through Friday, excluding [State Holidays](#), from 8:00 a.m. to 5:00 p.m. Central Time.
- D. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- E. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- F. “**Shall**” and “**must**” mean the imperative and are used to identify Requirements and Specifications.
- G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.4 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Estimated 7-Year Total Cost of the Official Bid Price Sheet submitted by the Prospective Contractor.

- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
 - 1. All bids received from responsive and responsible bidders exceed available funding; or
 - 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
- D. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
- E. Negotiations are conducted at the sole discretion of the State.
- F. Once the anticipated awardee has been determined, the anticipated award will be posted to ARBuy, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
 - 1. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.5 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via the Solicitation posting in ARBuy by midnight, Central Time on or before June 25, 2026.
 - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 - 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting in ARBuy by the close of business on July 1, 2026. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the SAS OSP Procurement Specialist of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid.
- C. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- D. Prospective Contractors may contact the SAS OSP Procurement Specialist with non-substantive questions at any time prior to the bid opening.
- E. An oral statement by SAS OSP will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by SAS OSP.

1.6 RESPONSE DOCUMENTS

- A. All bids **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at arbuy.arkansas.gov.
 - 1. Prospective Contractors **must** be registered in ARBuy to submit bids.
- B. *Bid Response Packet*
 - 1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation in ARBuy to submit their bids.
 - 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.

- a. Signed Bid Signature Page; signature may be ink or digital.
 - b. Completed Bid Response Packet, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
 - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the SAS OSP Procurement Specialist during the Clarification of Solicitation period (see IFB Section 1.7).
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal.
 - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
 - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
 - d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-60-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
 - a. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
 - b. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
 - c. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- C. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

Prospective Contractors **shall** have experience providing printing services similar in size and scope as specified in this IFB to at least two (2) public entity clients.

2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** print and distribute Arkansas Individual Income Tax Booklets (Tax Booklets) in quantities, formats, and by deadlines specified by DFA.
- B. Tax Booklets **must** be generated and printed in a single facility located within the Continental United States.
 - 1. Envelope manufacturing is excluded.
- C. Tax Booklets **must** be printed with the relevant tax year, expiration dates, and any other information which is subject to change annually.
- D. The Contractor **shall** perform all operations for generating and shipping Tax Booklets in accordance with applicable State and Federal laws and industry standards.
- E. The Contractor **shall** have in place and maintain all software, programming, facilities, inventory, staff, internet access, printing equipment, ink products and any other tools necessary to provide Tax Booklets.
- F. The Contractor **shall** provide telephone and email customer service Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding [State Holidays](#).
 - 1. Telephone and email inquiries **must** be answered by live, English-speaking operators who are trained to answer product questions and authorized to resolve order-related issues.
 - 2. The Contractor **shall** respond to and make every reasonable effort to resolve all customer service and technical support issues within one (1) Business Day of notification by DFA.

2.3 DATA SECURITY AND SYSTEM RECOVERY REQUIREMENTS

- A. The Contractor **shall** comply with all requirements of the Arkansas Personal Information Protection Act (AR Code Annotated § 4-110-102) and all other State and Federal laws, regulations, rules, and policies regarding the security, privacy, and destruction of Personally Identifiable Information (PII) for the duration of a resulting contract and until the data has been destroyed from the Contractor's system, storage, and from any backups.
- B. The State **shall** retain sole ownership, right, title, and interest to all data and deliverables produced, collected, and stored as a result of this IFB.
- C. The Contractor **shall** restrict use of PII, confidential information, and all data received as part of a resulting contract for use solely for the purposes detailed in this IFB.
 - 1. The Contractor **shall** ensure PII, confidential information, and all data obtained as a result of this IFB is not shared, reused, or disseminated to any other party or entity, unless otherwise required under applicable State and Federal laws.
- D. The Contractor **shall** have a comprehensive disaster recovery plan, and **shall** submit the plan upon request of DFA, for approval.
 - 1. In the event the disaster recovery plan is rejected by DFA, the Contractor **shall** revise and resubmit the plan until such time DFA approval is achieved.
 - 2. The disaster recovery plan **must** include backup and recovery of all data and deliverables produced as a result of this IFB up to the moment of disaster.
 - 3. Failure to submit the disaster recovery plan may result in contract termination.

2.4 PRINTING REQUIREMENTS

- A. The Contractor **shall** print and distribute Tax Booklets using the most current images, data, and information provided by DFA upon contract award and various times throughout the year for each Tax Booklet.
1. The Contractor **shall not** print or distribute Tax Booklets without preapproval from DFA.
 2. The Contractor **shall** be responsible for the cost to correct all printing errors.
 3. The Contractor **shall** revise and update Tax Booklets when changes and new designs occur, as provided by DFA after contract award and as changes become necessary.
 4. The Contractor **shall** print Tax Booklets on 8.5-inch by 11-inch white paper stock.
 5. The Contractor **shall** print Tax Booklets on 24lb paper weight stock.
 6. The Contractor **shall** use font type, size, and color for all text, data, and images as specified by DFA.
 7. The Contractor **shall** securely print all personalized data to the Tax Booklets including, but not limited to barcodes, mailing addresses, and account identification numbers.
- B. The Contractor **shall** provide a total satisfaction return policy. The State maintains the right to return any products within thirty (30) days of receipt for any reason, without any financial liability.
- C. The Contractor **shall** use paper and ink conducive to high efficiency and minimal errors in Optical Character Recognition (OCR) reading.
- D. The Contractor **shall** ensure acceptable quality control including, but not limited to, consistent ink coverage and density with no ink bleeding, roller marks, smudges, hairlines, ghosting, misalignment, jagged edges, or any other imperfections throughout the term of any resulting contract.
- E. The Contractor **shall** use high-quality paper, ink, and other materials, as solely determined by DFA.
- F. The Contractor **shall not** print the Contractor's name, logo, or other identifying marks on any of the Tax Booklets or documents.
- G. The Contractor **shall not** print fewer than the specified quantity for each order, as underruns are not permitted.
1. The State will allow for overruns up to 2% per order. The State **shall not** pay for overruns in excess of 2% per order.

2.5 ENVELOPE REQUIREMENTS

- A. Envelopes **must**:
1. Meet Federal Postal regulations and be able to be machine inserted
 2. Be printed in black ink for all text on the front or back of envelope
 3. Be folded and attached between each of the Tax Booklet's saddle-stitch binding.

2.6 SAMPLES

- A. Samples and proofs **must**:
1. Be submitted on exact paper stock and with ink that will be used for Tax Booklets to DFA upon request.
 2. Be submitted within the timeframe, format, quantity, and manner specified by DFA.
 3. Be furnished for inspection and approval free of expense to the State.
 4. Be approved by DFA prior to printing, production, or distribution.

5. Be revised and resubmitted for approval when changes occur.
- B. If samples fail to meet or exceed all requirements of this IFB, the cost of replacement samples **must** be borne by the Contractor.
- C. The Contractor **shall not** charge for revisions to samples or proofs.

2.7 DISTRIBUTION AND MAILING

- A. Tax Booklets **must** be mailed or shipped according to the timeframes specified by DFA.
 1. Unless otherwise indicated by DFA, both taxpayer addressed and bulk tax booklets **must** be received on or before January 1st of each year.
 2. The Contractor **shall** provide DFA with immediate notice of any anticipated delays or shutdowns that will affect mailing or shipping requirements or deadlines.
- B. Tax Booklets **must** be printed with "US Postage PAID" on the back cover, per a USPS mailing permit.
 1. The Contractor **shall** use the USPS mailing permit provided by the State of Arkansas.
 - a. The State **shall not** be responsible for any costs associated with Contractor permits.
- C. Tax Booklets **must** be packaged carefully to minimize or avoid damage during shipping and handling.
 1. The Contractor **shall** be responsible for all loss or damage that occurs during mailing or shipping prior to the Tax Booklet being received by the recipient.
- D. The Contractor **shall** use the mailing or shipping method that is most economically advantageous to the State.
 1. Postage, freight, and shipping costs will be reimbursed upon submission of receipts by the Contractor.
 2. The Contractor **shall** bear costs incurred for failure to obtain the most economically advantageous method of mailing or shipping and for delays in mailing or shipping that are within the Contractor's control.
 3. The Contractor **shall** invoice Tax Booklets, postage, and shipping costs in itemized quantities as separate line items.

2.8 TAXPAYER ADDRESSED TAX BOOKLETS

- A. Tax Booklets **must** be mailed to individual taxpayers based on their indicated response to have a Tax Booklet for the following year mailed to them.
 1. The Contractor **shall** print the taxpayer's name and address, from a file provided by DFA, on the upper back cover of each Tax Booklet prior to mailing.
 - a. The Contractor **shall** destroy the file, containing taxpayer names and addresses, after one (1) year.
 2. The Contractor **shall** print a 1.25-inch by 4-inch color, pressure sensitive, label that allows the taxpayer to easily remove the label and affix it onto their tax return.

2.9 UNADDRESSED BULK TAX BOOKLETS

- A. Unaddressed bulk Tax Booklets **must** be shipped to various public locations including, but not limited to:
 1. Public libraries
 2. State Revenue Offices located throughout Arkansas
 3. AR Central Revenue Office

B. The Contractor **shall** mail or ship unaddressed bulk Tax Booklets in boxes that:

1. Properly and accurately fit contents without damage
2. Have a shipping label affixed with the Purchase Order number, content description and tax year, and number of Tax Booklets contained in the box
3. Clearly and legibly display the recipient's mailing address or location
4. Meet USPS mailing requirements
5. Include the following return address:

Arkansas Department of Finance and Administration
PO Box 1000
Little Rock, AR 72203-1000

2.10 END OF CONTRACT TRANSITION

- A. Upon termination or expiration, should any subsequent contract for this or similar services be awarded to a provider other than the Contractor, the Contractor **shall**, to the greatest extent possible and reasonable, cooperate with the Department in initiating a smooth and orderly transition to the next provider.
- B. At the end of any resulting contract and after confirmed transfer of 100% of the State-owned data, deliverables, and product the Contractor has created, developed, produced, and managed while performing the services outlined in this IFB back to the State or their designee, the Contractor **shall** destroy all copies of the State-owned data the Contractor possesses.

2.11 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Table A: Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Timelines and Deadlines	Deliverables are printed, mailed, and/or shipped within the deadlines specified by DFA.	10% for each calendar day the Contractor fails to meet the deadline for each deliverable, that is within Contractor control.

		Contractor will credit damages to the corresponding invoice following the missed deadline.
Accuracy	Work products are materially accurate and complete, as specified in this IFB.	20% damages for each material error discovered, that is within Contractor control, applied to the corresponding invoice following discovery of the error(s) and revised/corrected work products produced at no expense to the State.
Quality	Quality of paper stock, ink and printing imperfections as specified in this IFB, are met or exceeded.	20% of total invoiced amount per order for failure to meet quality specifications set forth in this IFB. Contractor will credit damages to the corresponding invoice following notification to Contractor that work product is unacceptable.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (19-CAR § 1-401).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-61-403 and 19-61-702).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
 - 3. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2 GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. All payments to the Contractor under a resulting contract **shall** be made exclusively through ACH (Automated Clearing House) direct deposit.
 - 1. The Contractor **shall** provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits.
 - 2. The Contractor **shall** be responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor **shall not** be the responsibility of the Department.
 - 3. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit **shall be** considered as duly received upon successful transmission to the Contractor's designated bank account.
- C. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- D. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly

employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-60-105).

- E. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- F. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
 - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- G. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- H. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)).
 - 1. The contract template is attached to the Solicitation in ARBuy as a sample for your information only.
- I. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- J. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.
- K. Pursuant to Arkansas State Procurement Law, the Contractor **shall** in all other respects comply with the laws, rules, and executive orders of the state that apply to the Contractor's performance under a resulting contract.

3.3 GUARANTEES, SAMPLES, AND BRAND NAME REFERENCES

- A. By submitting a bid, the Prospective Contractor represents and warrants that goods it sells to the Department under a resulting contract **shall** be merchantable.
- B. Samples or demonstrators, when requested, **must** be furnished for inspection free of expense to the State.
 - 1. Each sample should be marked with the Prospective Contractor's name and address, bid or contract number, and item number.
 - a. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor's expense.
 - b. After reasonable examination, all demonstrators will be returned at Prospective Contractor's expense.
 - 2. Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment.

- a. If products tested fail to meet or exceed all Requirements and Specifications, the cost of the sample used and the reasonable cost of the testing **must** be borne by the Prospective Contractor.
- C. Unless otherwise specified in the Solicitation, a catalog brand name or manufacturer reference used in the Solicitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
 1. Bids on brands of like nature and quality will be considered.
 2. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material.
 3. Prospective Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** furnish the product according to brand names, numbers, etc., as specified in the Solicitation.

3.4 DELIVERY: FOB DESTINATION

Arkansas Department of Finance and Administration
PO Box 1000
Little Rock, AR 72203-1000

- A. The Contractor **shall** take all reasonable measures to ensure that commodities purchased **must** be delivered within thirty (30) days of the Department's issuance of the relevant purchase order unless otherwise agreed upon in writing.
 1. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. The Contractor will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Contractor's reasonable control.
 2. If a delivery date specified in this IFB cannot be met, the Prospective Contractor **must** state the alternate number of days required to place the commodities in the ordering Department's designated location.
 3. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made during normal State work hours.
- C. The Contractor **shall** pay all transportation and handling charges, unless otherwise agreed upon in writing by the Contractor and Department.
- D. The Contractor **shall** bear responsibility for loss or damage that occurs during shipping, prior to the order being received by the Department.
 1. Risk of loss of the order will pass to the Department upon Contractor's delivery of the order conforming to the resulting pursuant to a purchase order.
 2. All orders should be properly packaged to prevent damage during shipping.
- E. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the Department's purchase order.
- F. Unless otherwise agreed upon in writing by the Contractor and Department, payment will be made within forty-five (45) days of the date of the Contractor's delivery of product(s) conforming to the resulting contract and the Department's satisfaction or receipt of the Contractor's invoice, whichever is later.

3.5 INSPECTION AND ACCEPTANCE

- A. The State may inspect any commodities delivered, tendered, or identified to the State as being procured under a resulting contract to determine whether they conform to the contract.
 - 1. The State's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.
 - 2. If the commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
 - 3. If any of the commodities are found to be non-conforming, the State:
 - a. May elect to recover expenses of inspection, if any, from the Contractor and the Contractor **shall** bear the cost
 - b. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor's fraud or concealment of defects.
- B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

3.6 PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.
- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.

- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.