



University of Arkansas at Fort Smith

5210 Grand Avenue
Fort Smith, AR 72904

INVITATION TO BID

BID INFORMATION

| | | | |
|--------------|---|----------------------|-----------------|
| Bid Number: | CB-25-004 | Solicitation Issued: | August 20, 2024 |
| Description: | Print Publication of <i>Bell Tower Magazine</i> | | |

SUBMISSION DEADLINE FOR BID

| | | | |
|---------------|-----------------|-------------------|-------------------------|
| Bid Deadline: | August 30, 2024 | Bid Opening Time: | 2:00 p.m., Central Time |
|---------------|-----------------|-------------------|-------------------------|

Bids **shall be** received no later than the time and date specified in this bid document.

DELIVERY OF BIDDER'S RESPONSE

| | |
|-------------------|--|
| Delivery Address: | <p>Bid responses should be emailed directly to lance.killough@uafs.edu. It is recommended that Bidder confirm receipt.</p> <p>Email subject line should read CB-25-004 Print Publication of <i>Bell Tower Magazine</i></p> |
|-------------------|--|

UAFS PROCUREMENT SERVICES CONTACT INFORMATION

| | | | |
|----------------|--|---------------|--------------|
| Buyer: | Lance Killough | Phone Number: | 479-788-7041 |
| Email Address: | lance.killough@uafs.edu | | |
| UAFS Website: | https://uafs.edu/ | | |

GENERAL INSTRUCTIONS AND INFORMATION

PURPOSE

The University of Arkansas at Fort Smith (UAFS) is seeking bids for the annual print publication of its alumni *Bell Tower* magazine. UAFS is looking for a qualified firm to print the publication and to mail the magazine using a provided mailing list.

A term contract will be awarded to the responsive and responsible Bidder who has submitted the lowest bid that meets the requirements, criteria, and specifications.

Upon mutual agreement, the resulting contract will be renewed on an annual basis, for a total aggregate period not to exceed seven years.

This Invitation to Bid is for the publishing of the UAFS *Bell Tower* magazine. Bidder should also quote postage costs for mailing the magazines from the Bidder’s location using their own Bulk Mail Permit. Postage costs would be billed on successful Bidder’s invoice.

Note: If Bidder is local and is able to deliver magazines directly to campus to be mailed by UAFS, please note that in your response.

INSTRUCTIONS: Bidder must provide the information below. Bids will be accepted until the time and date specified above. Bids may be emailed to the buyer listed above.

If Bidder requires the mailing list to accurately quote shipping costs, please contact the buyer.

Item 1: UAFS Bell Tower Magazine

Required Information from Bidder:

| | Type of Stock | Quantity | Price Per M | Extension |
|-----------|-----------------|----------|-------------|-----------|
| OR | Recycled: _____ | 17,000 | \$ _____ | \$ _____ |
| | Virgin: _____ | 17,000 | \$ _____ | \$ _____ |

Add cost of postage: _____
Drop Ship Costs: _____

SOYBEAN OIL INK REQUIREMENT – [AR Code § 19-11-102 \(2014\)](#)

The use of a soybean oil ink product is REQUIRED for the printing of this contract. Indicate brand of ink below:

Brand of Soybean Ink: _____ Manufacturer: _____

DELIVERY – The University requires inside delivery within 10 working days after receipt of production materials. The time that proofs are out of the contractor’s possession will not count against production time. “Working days” shall be defined as Monday through Friday of each week, exclusive of all official State Holidays. All transportation expenses for inside delivery will be the responsibility of the contractor.

Estimated Alternate Delivery within _____ working days after receipt of purchase order.

SPECIFICATIONS

ITEM 1: Bell Tower Magazine

Description: 9 x 10.875" magazine; saddlewire, trimmed three sides
Quantity: 17,000 magazines
Size: 18 x 10.875" folded and saddle stitched to trim size 9 x 10.875"
Page count: 36 pages plus cover
Stock: Recycled option #1
Cover: 100 lb. Matte text, (R), FSC certified
Text: 60 lb. Somerset Satin text, (R), FSC certified

Virgin option #1
Cover: 100 lb. Matte text
Text: 60 lb. Somerset Satin text

NOTE: Job may be bid on equivalent stocks, but Bidder must supply samples of stocks bid as well as manufacturer's specifications, including basis weight, brightness, gloss, caliper, and opacity. All stock must be first quality.

Color: Cover: 5/4-colors: CMYK + varnish
Text: 4/4-colors: CMYK

Bleeds: Cover: Bleeds all sides
Text: Bleeds all sides

Pre-press: Files will be supplied as finished PDFs, plate-ready, with customer-supplied high-resolution color proofs

Mailing: The mailing of approximately 17,000 magazines will be to a client-supplied list and will utilize standard A, nonprofit mail. The remaining magazine quantity will be shipped to the UAFS Alumni Office via ground service. The awarded contractor will sort the mailing list to take advantage of the most economical postal handling. Duplicate and foreign addresses will be removed by the awarded contractor. The recipients' mailing information will be imprinted directly on the magazines outside panel in a pleasing and USPS preferred manner. **UAFS will pay for non-profit postage at cost.** Please provide estimated postage charges under **Pricing/Financial Proposal**.

Packaging: Copies to be packaged and placed in carton to protect contents from damage during shipping, handling and storage. Carton weight shall not exceed 40 pounds each.

QUALITY

All items provided under the scope of this RFQ shall be of **EXCELLENT** quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. Accurate trimming is to be even with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejections of the printing job on a quality basis. **RECEIPT OF THE MERCHANDISE DOES NOT NECESSARILY CONSTITUTE ACCEPTANCE.**

The University of Arkansas at Fort Smith will be granted a reasonable time in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, the buyer and project designer, in coordination with the Procurement Office, will confer to review the problems. If they determine that the specifications of the contract are not met, UAFS will assess a penalty for the inferior merchandise. If, in the opinion of UAFS, the merchandise is unacceptable, the vendor may be offered an opportunity to reprint the material within a reasonable time. At the time authorization for the reprint is given, UAFS will establish, in writing, a new delivery date. If final delivery exceeds the original delivery date, the vendor may be charged a late penalty as specified in the contract.

BRAND NAME

Brand names are used for purposes of quality identification only. Where the term "or equal" is used, comparable and acceptable other brands shall be determined by reference to the most recent annual edition of the "The Fine Paper Directory - Sample Book" (Paper Buyer's Guide), published by Grade Finders, Inc. In the event a paper is bid that is not listed in the Paper Buyer's Guide, it shall be the responsibility of the vendor to provide satisfactory proof that the paper meets or exceeds the specifications of the paper specified in the contract.

SAMPLES

On all printing jobs, contractors shall provide a minimum of three (3) samples, a copy of the invoices, and a copy of any analysis sheet showing how costs were calculated. These items must be sent to the University of Arkansas - Fort Smith. **PAYMENT WILL NOT BE MADE UNTIL THE SAMPLES HAVE BEEN EXAMINED FOR CONTRACT CONFORMANCE.** Receipt of the merchandise does not necessarily constitute acceptance.

Send samples to: University of Arkansas - Fort Smith
 Attn: Rachel Putman
 5210 Grand Avenue
 P.O. Box 3649
 Fort Smith, AR 72913-3649

It is the responsibility of the contractor to return the negatives to the ordering agency. All transportation expenses for delivery of the negatives will be paid by the contractor. **PAYMENT MAY BE WITHHELD PENDING RECEIPT OF THE NEGATIVES BY THE ORDERING AGENCY.**

OVERRUNS/UNDERRUNS

UAFS does not pay for overruns. If underruns exceed 1.5 percent of total quantity ordered, the printer's invoice must reflect appropriately reduced charges.

VENDOR REVIEW OF PRODUCTION MATERIALS SUPPLIED BY University of Arkansas at Fort Smith

Contractor is required to inspect and determine the usability of all production materials provided by the project designer or other agents of UAFS, including file transport media (CDs, electronic transfers, FTPs, etc.), within five (5) working days after receipt. Problems encountered with materials must be reported immediately to the project designer. If the contractor fails to comply with this requirement, UAFS may disallow, as a valid reason for failing to meet the required delivery schedule, any claim involving production materials provided by a project designer or other agent of UAFS.

PER PAGE RATE

The successful contractor may charge for each additional page required above the estimated number stated herein at the average per page cost indicated in this bid. The contractor must deduct for each page less than the estimate at the per page rate. There is no charge for blank pages.

Bidders must fill in the rates requested below; however, these rates shall not enter into the determination of the lowest responsible bid:

| | | |
|--|------|------|
| Amount bid for total quantity | \$ | 0.00 |
| Less cost for cover | – \$ | 0.00 |
| Divided by the number of estimated pages | ÷ | 0.00 |
| Average rate per page for quantity estimated | = \$ | 0.00 |

MISCELLANEOUS CHARGES/ALLOWANCES

Prior to any work being performed that would result in additional costs under this contract, written authorization must be obtained from the project designer.

Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at fair market price as established by UAFS. However, any additional costs incurred after the contract award will not be used in determining the low bid. These costs may include, but are not limited to, halftones, author's alterations, extra composition, overruns or any other unforeseen costs.

PROPERTY OF UNIVERSITY OF ARKANSAS AT FORT SMITH

All vendor-generated materials (dies, electroplates, cuts, negatives and positives, engravings and artwork or any other commodities) used in the production of the project specified in this contract, in addition to any production materials supplied to the vendor by the project designer or other agents of UAFS, are the property of the University of Arkansas at Fort Smith and shall be delivered to the project designer upon completion of this contract. All transportation expenses shall be paid by the contractor.

LIQUIDATED DAMAGES OR PENALTY

All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes UAFS to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge the full increase, if any, in cost and handling to the defaulting contractor.

Liquidated damages imposed by UAFS against the contractor for failure to meet the delivery schedule will be one percent (1%) of the invoice amount for each working day beyond the specified delivery time. UAFS will assess penalties for late delivery in all cases except those that relate to causes beyond the contractor's control (such as acts of God, national emergency, strikes or fire). The contractor must notify UAFS of such developments in writing, on a timely basis, stating the justification for and extent of the delay. Other liquidated damages provided for in this contract must be verified and approved in writing by UA Fort Smith.

When time does not allow for reprints or reorders resulting in acceptance of an inferior commodity, **OR** if final delivery exceeds the original delivery date, the vendor may incur liquidated damages of up to 20 percent (20%) of the invoice price or \$500, whichever is smaller.

MINORITY BUSINESS POLICY

It is the policy of the State of Arkansas and the University that Minority Business Enterprises shall have the maximum opportunity to participate in the state procurement process. Therefore, the University encourages all minority businesses to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any state contract to Minority Business Enterprises. If contractors are unable to include minority owned businesses as subcontractors, they may explain the

circumstances preventing minority exclusion. The Minority Business Economic Development Act (ARK. CODE ANN. § 15-4-301-314) at ARK. CODE ANN. § 15-4-303(2) defines a minority as a lawful permanent resident of the state of Arkansas who is: African American, Hispanic American, American Indian, Asian American or Pacific Islander American.

For purchasing records and informational purposes only, pursuant to ARK. CODE ANN. § 15-4-312, please designate if you, as an individual, or as a company qualify (must be 51% minority owned) as a minority business enterprise. • Yes • No

STANDARD TERMS AND CONDITIONS

Visit this link to view the full Standard Terms and Conditions for the University of Arkansas at Fort Smith.

<https://uafs.edu/about/offices-and-services/finance-and-administration/procurement/terms.php>

PRICE PROPOSAL / BID SIGNATURE PAGE / ACKNOWLEDGEMENT

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL RESPONSE

I, the undersigned duly authorized representative of the proposer, understand that the proposal must be signed by the proposer or an authorized representative of the proposer. Further, I acknowledge that I have read and understand all the proposal instructions, specifications, terms, and conditions, and agree, on behalf of myself and the proposer to be bound by them.

PRICE PROPOSAL

TOTAL PROPOSED PRICE \$

ILLEGAL IMMIGRANT CONFIRMATION

By signing and submitting a response to this *Bid Solicitation*, a Prospective Vendor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Vendor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract. For contracts valued at \$25,000 or greater

ISRAEL BOYCOTT RESTRICTION CONFIRMATION

By checking the box below, a Prospective Vendor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract. For contracts valued at \$1,000 or greater

Prospective Vendor does not and will not boycott Israel.

Signature

Name & Title (Typed or Printed)

Company Name

Address and Telephone

ATTENTION BIDDERS – EO POLICY

Act 2157 of 2005 of the Arkansas Regular Legislative Session requires that any business or person bidding, responding to a request for proposal, request for qualifications, or negotiating a contract with the State for professional or consultant services, submit their most current equal opportunity policy (EO Policy).

Submitting the EO Policy is a one-time requirement. The University of Arkansas at Fort Smith Procurement Department will maintain a database of policies or written responses from Bidder.

NOTE: This is a mandatory requirement when submitting an offer as described above.

Please complete and return the attached form with your bid.

Should you have any questions regarding this requirement, please contact this office by calling (479)788-7073.

REQUIRED EQUAL OPPORTUNITY POLICY INFORMATION (to be completed by businesses or person submitting response)

Check appropriate box:

- EO Policy attached**

- EO Policy previously submitted to UAFS Procurement Department**

Company or Individual Name:

Title:_____ **Date:**_____

Signature_____

Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER: _____ FEDERAL ID NUMBER: _____ OR _____ SUBCONTRACTOR NAME: _____

TAXPAYER ID #: _____ TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

| Position Held | Mark (✓) | | Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small> | For How Long? | | What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small> | Relation |
|----------------------------------|----------|--------|---|---------------|-------------|--|----------|
| | Current | Former | | From MM/YY | To MM/YY | | |
| General Assembly | | | | | | | |
| Constitutional Officer | | | | | | | |
| State Board or Commission Member | | | | | | | |
| State Employee | | | | | | | |

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons: current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

| Position Held | Mark (✓) | | Name of Position of Job Held <small>(senator, representative, name of board/commission, data entry, etc.)</small> | For How Long? | | What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control? | |
|----------------------------------|----------|--------|--|---------------|-------------|--|------------------------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Ownership Interest (%) |
| General Assembly | | | | | | | |
| Constitutional Officer | | | | | | | |
| State Board or Commission Member | | | | | | | |
| State Employee | | | | | | | |

None of the above applies

Contract and Grant Disclosure and Certification Form

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

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

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

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ **Title** _____ **Date** _____

Vendor Contact Person _____ **Title** _____ **Phone No.** _____

| | | | |
|------------------------|-------------------|----------------------|------------------------------------|
| Agency use only | Agency | Contact | Contract |
| Agency Number _____ | Agency Name _____ | Contact Person _____ | Phone No. _____ or Grant No. _____ |