UNIVERSITY OF CENTRAL ARKANSAS
INVITATION FOR COMPETITIVE SEALED “TERM” BID

Submit Bids To: Purchasing Department
University of Central Arkansas
2125 College Avenue, Suite# 2
Conway, AR  72034

This is a “Term” bid to be used beginning August 20, 2015 through June 30, 2016 with the option to renew in one year increments; not to exceed a total of Five (5) consecutive years. The University will order an estimated quantity of 12,000 Diplomas and 6,000 Diploma Covers for the term of the contract and any possible extensions. The quantities stated within are estimated for bidding purposes only. The University may order more or less as is required during the term of the contract.

DIPLOMA AND COVER

Date Issued:  July 30, 2015
Bid Number:  UCA-16-018
Bid Closing Date:  August 20, 2015

UCA Contact Person:  Jerry Coleman
Phone Number:  501-450-5029
Fax Number:  501-450-5020

Invoice To:  University of Central Arkansas
Attn:  Accounts Payable
McCastlain Basement
201 Donaghey Avenue
Conway, AR. 72035

Bid Closing Time:  1:00 p.m.
Type of Contract:  TERM
Contract Period:  Contract Award through June 30, 2016
Delivery Period:  See Attachment
F.O.B.  Destination

Bid submittals must be properly marked with the Bid Number, bidders return address, Phone number, fax number and submitted prior to the Closing Date and Time listed above.

EMAILED OR FAXED BIDS WILL NOT BE ACCEPTED

Company Name  Contact Person
Address  Telephone
Address  Web Address (optional)
Fax Number  Email Address
Signature  Title

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID

Special Terms and Conditions:
1. Bid must include inside delivery and all freight charges to the University of Central Arkansas, 201 Donaghey Avenue, Conway, AR 72035.
2. The University of Central Arkansas reserves the right to award the item(s) listed on this Invitation for bid “individually”, by “groups”, “All or None”, or by any other method as deemed in the best interest of the University of Central Arkansas as determined by the UCA Purchasing Official. THIS IS AN “ALL OR NONE” BID INVITATION
3. Any contract entered into as a result of this Invitation for Bid could be renewed for a total of Five (5) years, in one (1) year increments. If so what would be the maximum amount of percentage increase in pricing your company would expect to receive for each year of renewal. % of Increase Year 1; % of Increase Year 2; % of Increase Year 3; % of Increase Year 4; % of Increase Year 5;
4. Substitutions of Items: No substitutions of brand and stock numbers will be acceptable for this bid. Any substitutions of brands and changes in stock numbers for future years must be approved and authorized in writing by the Director of Purchasing. Any delivery of unauthorized substitutions will be considered contract default.
5. Return the Following Pages: 1, 6, 10, 11, 12
STANDARD TERMS AND CONDITIONS (IFBs)

1. GENERAL: Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.

2. ACCEPTANCE AND REJECTION: The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best meet the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.

3. BID SUBMISSION: Bids must be submitted to the Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.

4. SIGNATURE: Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.

5. NO BID: If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.

6. PRICES: Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.

7. QUANTITIES: Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit price shall govern. The University may order more or less than the estimated quantity on any "term" contract.

8. BRAND NAME REFERENCES: Unless specified "No Substitutes", 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 the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.

9. GUARANTY: All items 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 bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, 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 for which it was intended. 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 minimum of one year from the date of delivery, unless otherwise specified herein.

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

11. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

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

13. TAXES AND TRADE DISCOUNTS: Do not include state sales tax. However, other local county, city, or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.

14. AWARD: Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. NOTE: Firm Contract: A written
University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. **Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a “term contract” is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.

15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.

16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.

17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Purchasing Department. Packing memoranda shall be enclosed with each shipment.

18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, defects in products, delivery failure to meet the original specifications, or the contractor’s failure to authorize the UCA Purchasing Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

19. **VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

20. **UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

22. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

23. **ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

24. **LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

25. **DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employ practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor 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/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

26. **ETHICS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas 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 contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University.

27. **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds $25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material
breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

28. **ANTITRUST:** As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/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 the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

29. **ARKANSAS TECHNOLOGY ACCESS CLAUSE:** 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 State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to UCA that the technology provided to UCA 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 (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being 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 assisting devices or services which would constitute reasonable accommodations under the Americans 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. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

30. **CANCELLATION:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

31. **ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Purchasing Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

32. **SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

33. **EMPLOYMENT OF ILLEGAL IMMIGRANTS – CERTIFICATION BY BIDDER:** 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(s) in its contract with the state. Bidders shall certify online at www.arkansas.gov/dfa/procurement. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

34. **WORK FOR HIRE:** All goods, products, software or other items (collectively the “deliverables”) under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute “work for hire” under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA’s business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

**ITEMS MUST BE PRINTED, NO DIGITAL COPIES ALLOWED**
ITEM SPECIFICATIONS:

QUALITY: Items provided under the scope of this contract shall be of EXCELLENT quality. Concise registration, consistent ink coverage and density, accurate folding and binding are required. Accurate trimming is to be with no jagged or torn edges. Obvious press or production defects such as roller marks, hickies, set-off, smudges, hollow or pitted type, hairlines, broken serifs, fluctuating alignment, varying density, ghosting and etc. are reasons for possible rejection of the printing job on a quality basis. Any procedure or technique not previously stated for construction of items in this contract shall meet industry standards for excellent quality.

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

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SECTION I: HEADING AND DIE INSERTS
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SPECIAL ORDERING INSTRUCTIONS FOR SECTION 1- HEADING AND DIE INSERTS: Orders placed against this section will be for diplomas with engraved headings and foil stamped seals only. All other information will be laser printed by the school or schools using in-house equipment.

For first time orders placed against this section, contractor will be required to supply the ordering agency with approximately (12) sheets of blank diploma stock to test run through the using agency’s laser printer. If weight of the paper specified on the contract will not accommodate the agency’s equipment, vendor may offer (at no extra charge) an equal stock in a weight that will better suit the agency’s needs.

SECTION II: COMPLETE PRINTED AND BLANK DIPLOMA INSERTS (also to include Diploma Envelopes: 10 x 11.75 Open End Arkansas Envelopes).

SCOPE: Diplomas

QUANTITY: 12,000

SIZE: 81/2” x 11”
PAPER STOCK: 48lb. Virgin Diploma Stock: The stock is to be 100 percent new cotton fiber with a smooth parchment finish and un-watermarked. Color of stock is to be natural or white.  
Upon request the vendor shall furnish a sample of the paper they plan to use to the requesting agency.  
Requesting agencies will have the choice of white or natural paper stock.

INK: The use of a soybean oil ink is preferred and should be used when possible.

BRAND of SOYBEAN OIL INK: ________________________________

PRESSWORK: The current process(s) being used for production of diplomas includes steel die engraving and photo litho offset. The vendor will be required to print the diplomas with the current plates provided unless the agency requests the progress be changed.

Copy and style are to be of the agency’s own selection. Student name, graduation date, graduating course and facsimile signature are to be printed on each insert except for Item-1-Section 1. The ordering agency will furnish the manufacturer with facsimile signatures upon request. Seals of each agency and the State Seal will be foil stamped or engraved on each insert if requested on the purchase order by the ordering agency.

The state seal is proportionate to the size of the diploma up to 2”.

The Heading and Die Inserts (Section 1, Item 1) will contain the name of the agency and foil stamped logo or seal of the agency. Using, their own software programs, the agencies will laser print all pertinent information.

SAMPLE DIPLOMA WILL BE PROVIDED BY REQUESTING DEPARTMENT

PROOFS: Vendor to provide a digital printed color proof, on comparable paper stock as specified in bid, for agency approval.

When proofs are submitted to the agency, it will be the agency’s responsibility to make the necessary corrections. The notation “AA” (Author’s Alterations) or “PE” (Printer’s Error) will be made in the margin of the copy alongside each correction.

Author’s alteration charges on digital printed color proof, on comparable paper stock as specified in bid, not to exceed $4.00 per line or $30.00 per page.

Both the using agency and the contract holder are responsible for keeping accurate records showing the date and time that proofs are sent and received by both the agency and the contract holder.
SECTION III: DIPLOMA COVERS

QUANTITY: 6,000

SIZE: When requisitioned, diploma covers will conform to the following size of inserts.

Finished Size: 8 1/2” x 11”

COVER STOCK: The cover will consist of two (2) pieces. The cover material will be calf grain leatherette or approved equal in a color selected by the agency. The cover board will consist of .080 warp resistant premium grade diploma board laminated to a sheet of 3/32” foam. A .018 top liner will then be laminated to the opposite side of the foam, thus eliminating any padding being exposed to the cover material. The cover hinge is reinforced by using matching cover material. All corners are to be neatly tucked and formed. The cover padding is to be glued neatly in place. The lining pads must be in line and securely glued. The cover must be neat and taut. All four corners of the cover must coincide when the case is closed. A sharp double line panel is blind embossed approximately 5/8” from the edge of the cover.

The lining of each cover consists of two (2) pads of a taffeta acetate or equal laminated to .024 bleached white liner boards. The lower lining consists of four corner pockets to hold the diploma insert and the clear acetate protective covering for the insert. The requesting school (or agency) will select the color of the corner ribbons.

STAMPING: The name of the requesting agency, the state seal or the school emblem shall be SILVER foil stamped on the front cover.

DIES/PLATES-REQUESTING AGENCIES: Dies/plates used during the previous contract will be furnished. At the end of the contract period, the contractor will be responsible for shipping dies/plates to the new contractor.

The contractor shall furnish an inventory list of all dies and plates noting their condition when shipped to the new contractor. A copy of this list must be furnished to the Director of Purchasing.

In the event dies provided to the contractor by previous vendor are not compatible with the contractor’s equipment, it will be the contractor’s responsibility to produce new dies at no extra charge to the state or agency.

Upon their receipt, the new contractor must confirm in writing the number and condition of all dies and plates.

DIES/PLATES-COOPERATIVE PURCHASING PROGRAM PARTICIPANTS: Cooperative Purchasing Program participants will furnish dies and/or plates, if available, to the contractor. If contractor produces a new die and/or plate for any Cooperative Purchasing Program participant, the die and/or plate will become the property of the
using department. Contractor may return die and/or plate with order or if agency or Cooperative Purchasing Program participants requests, contractor may keep die and/or plate until needed by the using department.

PRESSURE SENSITIVE HONOR SEALS: Honor seals are to be gold foil with a gummed adhesive back. Size of seal is approximately ¾” x 1”.

PRODUCTION MATERIALS: Upon ordering agency’s request, contractor shall return all make ready and spoil sheets with diploma order. All make-ready and spoil sheets must be marked and must be separated from the rest of the shipment. Contractor is required to inspect and make a determination as to the usability of all agency provided production materials. Problems encountered with materials must be reported immediately to the agency and or the Director of Purchasing (APO). If the contractor fails to comply with this requirement, the Director of Purchasing may disallow, as a valid reasoning for failing to meet the required delivery schedule, any claim involving agency provided production materials.

Send Proof FOB Destination, Freight Paid, Inside Delivery To: Author’s alteration charges after proofs have been approved not to exceed $15.00 per production plate.

Deliver to: UCA Office of the Registrar, 201 Donaghey Avenue, Suite# 224 Harrin Hall; Conway, AR 72035

OVERRUNS/UNDERRUNS: No overruns/underruns will be authorized.

PACKAGING: Finished items shall be packaged and cartooned so as to protect the contents from damage during shipment, handling and storage. Packaging material used SHOULD NOT BE STYROFOAM OR A STYROFOAM LIKE PRODUCT. Cartons shall not exceed 45lbs in weight.

CONTACT: Jerry Coleman (501) 450-5029. Registrar’s Office, Amanda Smallwood (501) 450-5049,asmallwood@uca.edu or Vicky Summers @ (501) 852-0148, vsummers@uca.edu

GENERAL TERMS

SAMPLES: On all printing jobs, contractors shall provide a minimum of two samples, a copy of the invoices, a copy of any analysis sheet showing how costs were calculated to Jerry Coleman, UCA Purchasing Office; 2125 College Avenue, Suite#2 Conway, AR 72034.

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 UCA Purchasing Office. Any other costs incurred in
production and not provided for in these instructions and specifications may be invoiced at the “fair market price” as established by the UCA Purchasing Office. However, any additional costs incurred after 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.

**LIQUIDATED DAMAGES OR PENALTY:** All commodities furnished will be subject to inspection and acceptance after delivery. Failure to meet specifications authorizes the UCA Purchasing Office 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 UCA 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 UCA Purchasing Office 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 UCA Purchasing Office 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 UCA Purchasing Office prior to application by the ordering agency.

When the time does not allow for reprinting or reordering, acceptance of an inferior commodity may result in a liquidated damage of up to 20% of the invoice price or $500 whichever is smaller.

**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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor’s expense to: Jerry Coleman, Purchasing Department, 2125 College Avenue, Suite# 2 Conway, AR 72034.

**TAXES:** UCA does pay state sales tax. However, **DO NOT** adds sales tax into your bid. Taxes will be applied when invoiced.

**MINORITY BUSINESS POLICY**

IT IS THE POLICY OF THE STATE OF ARKANSAS THAT MINORITY BUSINESS ENTERPRISES SHALL HAVE THE MAXIMUM OPPORTUNITY TO PARTICIPATE IN THE STATE PURCHASING PROCESS. THEREFORE, THE STATE OF ARKANSAS ENCOURAGES ALL MINORITY BUSINESS TO COMPLETE 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.

PRICING: Bid the unit price. The unit price bid must include all of the materials and operations necessary for the production of items specified. This includes but is not limited to all prepress production costs from production materials, paper stock, die(s), printing, foil stamping, quality assurance, the submission of required proofs, packaging, FOB destination, freight paid, inside delivery and return of furnished production materials.

SECTION I – Heading and Die Inserts

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Estimated Quantity Per Year</th>
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<tbody>
<tr>
<td>Each</td>
<td>AMOUNT</td>
<td></td>
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1. 8 ½” x 11”  
$_________/Each $__________  12,000

Section I Subtotal: $__________

NOTE: Agencies will have the option to order diplomas with headings and foil stamped seal or logo.

SECTION II – Complete Printed and Blank Inserts

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Estimated Quantity Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each</td>
<td>AMOUNT</td>
<td></td>
</tr>
</tbody>
</table>

1. 8 ½” x 11” printed  
$_________/Each $__________  12,000

2. 8 ½” x 11” blank  
$_________/Each $__________  12,000

Diploma Envelopes: Open End Arkansas Envelopes

1. 10” x 11.75”  
$_________/Each $__________  6,000

Section II Subtotal: $__________
### SECTION III – Diploma Covers

<table>
<thead>
<tr>
<th>ITEM</th>
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</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>*EXTENDED</td>
<td></td>
</tr>
<tr>
<td>Each</td>
<td>AMOUNT</td>
<td></td>
</tr>
</tbody>
</table>

1. 8 ½" x 11"  
   $__________/Each  $__________  

Section III Subtotal:  $________

### SECTION IV – Dies / Plates**

** Steel Engraved Plates (plates for new agencies or replacement of current plates) for body of diplomas. Steel Engraving Dies or Foil Stamp Dies used for Logos/Seals on the Diplomas.

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1. Size 6" x 8” – 8 ½" x 11" Steel Engraved Plates  
   $__________/Each  $__________  

2. Size 1” – 1 ½” Steel Engraved Dies  
   $__________/Each  $__________  

3. Size 1 ¾” - 2” Steel Engraved Dies  
   $__________/Each  $__________  

4. Foil Stamp Dies  
   $__________/Each  $__________  

Section IV Subtotal:  $________

Grand Total sections I – IV:  $____________________

* NOTE: Quantity times Unit Price equals Extended Amount. Sum of extensions equals Grand Total.
Cover stock: ____________________________

Virgin Diploma/Insert stock: ____________________________

Soy Ink Bid: ____________________________ Other Ink ____________________________

ADDITIONAL CHARGES AND INSTRUCTIONS: A flat charge of $10.00, in addition to the cost of the diploma, will be made for diplomas which require the date of graduation to be changed.

This is applicable to lost or damaged documents that the Agency is attempting to replace.

Vendor will be allowed a $45.00 one-time plate charge for agencies changing the format of their diploma. The charge will only be allowed if that particular agency requests new and or additional school emblem, etc. which requires the making of a new plate.

This charge is on plates used for the diploma that are produced using the photo offset method. These are metal plates.

The steel engraved plates are to be priced separate as a line item.

Total quantity of diplomas may be produced at the time of initial order.

Neither the State nor the Cooperative Purchasing Participants will be under any obligation to pay for any unused diplomas in excess of the number ordered.

A $10.00 flat charge will be allowed for a signature change.

Agency may request an engraved State Seal or School emblem. Vendor will be allowed a $.20 charge per each insert for running the seal.

The contractor must inform the Office of State Procurement when a die has been purchased.

Printed inserts without signatures or dates will have a $.10 charge deducted per each insert.

Agency may request Pressure Sensitive Honor Seals “With Merit”, “With High Distinction”, “Cum Laude”, “Magna Cum Laude”, etc. Vendor may charge $.20 per seal.

Air freight may be charged if orders do not reach the contractor in the time frame specified under the contract. A copy of the freight bill must be attached to the invoice.

The University of Central Arkansas reserves the right to purchase at a price that is comparable with a contract item nearest in size. If an order is issued to the contractor for a size of insert that is not included on the contract, the contractor must notify the University of Central Arkansas prior to production.

DELIVERY (FOB Destination, freight paid, Inside Delivery): As specified on Agency's Purchase Order.

Section 1: Delivery is requested within twenty (20) working days after receipt of purchase order or production material, whichever is later. If this delivery cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the
delivery days obligates the bidder to complete delivery within twenty (20) working days after receipt of purchase order or production material, whichever is later. Alternate delivery days may be considered when in the best interest of the state.

**ALTERNATE DELIVERY:** _____ working days after receipt of purchase order or production material, whichever is later.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays. The time the proof is out of the vendors hands for agency approval will not count against production time. All transportation expenses for inside delivery of the finished product as well as all required proofs will be the responsibility of the contractor.

**SPECIAL DELIVERY INSTRUCTIONS:** Final information will be given to the contractor forty-five (45) working days prior to graduation.

Last minute changes must be supplied to the contractor twenty (20) working days prior to graduation.

Advance run information from the agencies will be given to the contractor no less than ninety (90) working days before graduation including the exact date of graduations and the approximate number of seniors for the graduating class.

All deliveries must be complete at least ten (10) working days prior to graduation dates.

Envelopes shall be returned in the same order that the name list was submitted.

**Definition - INSIDE Delivery:** Unit prices quoted include, at no additional charge, the contractor providing “Inside delivery” service. “Inside delivery” is defined in this contract as: “Delivery to a building with or without an accessible dock and breaking shipping container to hand truck deliver individual cartons to multiple specific rooms or areas.”