



STATE OF ARKANSAS
 Department of Human Services
 Office of Procurement
 700 Main Street
 Little Rock, Arkansas 72201

**EMERGENCY PROCUREMENT
 SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Bid Number:	710-21-0035	Solicitation Issued:	March 12, 2021
Description:	Emergency Rental Assistance (ERA) Program		
Agency:	Arkansas Department of Human Services (DHS) Department of County Operations (DCO)		

SUBMISSION DEADLINE			
Submission Deadline Date:	March 19, 2021	Time:	9:00 a.m., Central Standard Time
<p>This is an emergency procurement with an expedited submission and evaluation process, as more fully explained in Section 1.1 of this solicitation document. Time is of the essence. DHS, Division of County Operations (DCO) wants to begin evaluation of timely submissions on March 22, 2021 so that it can move quickly to have a contract in place no later than April 26, 2021. Submissions must be successfully delivered by or before the submission deadline to be considered timely. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Drop off Address:	<p>Because this is an emergency procurement with a short time frame, statements of qualification can be delivered via email as PDF attachments or in paper form to the physical address below. If delivered in paper form, they must be delivered to the following address:</p> <p>Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201</p>
United States mail (USPS):	<p>Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437</p>
Commercial Carrier (UPS, FedEx or USPS Exp):	<p>Arkansas Department of Human Services Attn: Office of Procurement 112 West 8th Street, Slot W345 Little Rock, AR 72201</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Email Bid Submission:	<p>Email the Bid Response Packet to the buyer listed below on or before the designated bid due date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids on or before the bid due date and time. Bids received after the designated bid due date and time may be considered late and may not receive further review. It is not necessary to return "no bids" to OP.</p> <p>The submission email subject line should read: Bid Submission for 710-21-0035.</p>

Outer Packaging:	<p>Each submission must provide the Prospective Contractor's name and return address and should be easily identifiable as being submitted in response to this emergency procurement by reference to the:</p> <ul style="list-style-type: none"> • Solicitation Number • Submission Deadline
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OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Margurite Al-Uqdah	Buyer's Direct Phone Number:	501-682-8743
Email Address:	margurite.al-uqdah@dhs.arkansas.gov	OP's Main Number:	501-683-4162
OP Website:	https://humanservices.arkansas.gov/divisions-shared-services/shared-services/office-of-procurement/procurement-announcements/ http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 – BACKGROUND AND DESCRIPTION OF REQUIRED SERVICES

1.1 INTRODUCTION

On March 11, 2020, the Governor of the State of Arkansas declared a state of emergency in response to the outbreak of the novel corona virus disease (COVID-19) within the State of Arkansas (hereinafter referred to as “State”). The outbreak continues to present an imminent threat to the life and health of Arkansans.

DCO seeks to develop a Statewide COVID-19 Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the “Act”) with the services of a qualified vendor who will be expected to provide management, oversight, and operation of a comprehensive turn-key program for DCO. In light of the urgent need and the nature of the threat posed by the COVID-19 outbreak, this Solicitation is being done as an Emergency Procurement rather than as a traditional request for proposals, invitation for sealed bids, or a request for qualifications. “Emergency Procurement” can be used where services must be initiated immediately because the delay involved in the customary procurement processes will endanger human life or health, State property, or the functional capability of a State agency. Because COVID-19 outbreak endangers human life and health, the emergency presented is a “critical emergency” as that term is defined by Arkansas Code Annotated § 19-11-233(b)(2). To balance the need for urgency with the desire to foster market competition, the selection process for this procurement process, while competitive, will be sharply abbreviated to meet the exigent need.

The scope of services to be provided by the Contractor who is selected through this Emergency Procurement **shall** include, without limitation:

1. Implementing outreach and marketing efforts to inform Arkansans of the Emergency Rental Assistance Program;
2. Providing a system to accept and process electronic and paper applications, including call center support and other customer assistance functions, and the ability to track and match tenants with landlords even when both apply for the same housing unit;
3. Providing eligibility determination, as defined in the Act, and verification, including cross-checking receipt of other housing benefits, and preventing duplicative payments;
4. Fraud prevention;
5. Payment processing and distribution, including Contractor-financed payments and DHS reimbursement by invoice;
6. Compliance documentation, retaining all documents submitted by applicants and creating appropriate audit trails;
7. Ensuring equitable distribution of payments across the state.
8. Providing support to DHS in the form of live in-person testimony in legislative committee if requested, as well as providing assistance to DHS in the form of data and draft responses to legislative inquiries.
9. Reporting capabilities to satisfy federal reporting requirements;
10. Security and privacy protections to protect the privacy of all personally identifiable information collected;
11. Audit compliance, to ensure that all documentation and information will be promptly available when the U.S. Department of the Treasury audits the State’s implementation of the Program;
12. Rental Assistance workers, fully equipped, trained, and ready to begin working by the proposed go-live date, assuming a contract award date no later than April 26, 2021;
13. Compliance with all applicable State and federal laws; and

14. Specific compliance with section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the “Act”).

Because the State will be relying on the selected Contractor to provide an efficacious Emergency Rental Assistance Program, the Evaluators will be looking for a Prospective Contractor with:

1. Demonstrable capability to fully perform the contract requirements in all respects and with the integrity and reliability that will assure good faith performance; and
2. The proposal that is the most advantageous for the State considering both the price and Evaluation Criteria set forth in the Solicitation.

The State will assess initial responses based on evaluation criteria set forth below and move forward to discussions with the four (4) highest ranked Prospective Contractors. Discussions will include discussions of price and award is to be made to the Prospective Contractor that shows itself to be capable of fully performing the contract and that presents the proposal that is the most advantageous for the State considering both the price and Evaluation Criteria set forth in this Solicitation.

1.2 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. “Rental Assistance” means charges related to occupancy of rental assistance, utilities, and home energy costs. Utilities and home energy costs are separately stated charges related to the occupancy of rental property. Accordingly, utilities include separately stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (i.e., telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.
- C. “Contractor” or “Vendor” mean a person who submits a response to this Solicitation.
- D. “Remote Worker” means a Contractor’s employee who does not commute or travel to a central place of work to perform services for the Contractor.
- E. The terms “Solicitation” and “Request for Qualifications” may be used synonymously in this document.
- F. “Requirement” means a specification that a Contractor’s service **shall** meet or exceed in the performance of Contractor’s contractual duties under any contract awarded as a result of this Solicitation. These specifications will be distinguished by using the terms “**shall**” or “**must**” in the Requirement.
- G. “Response Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a response. These Requirements will be distinguished by using the term “**shall**” or “**must**” in the Requirement.
- 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 State agency using such a contract.

1.3 MINIMUM QUALIFICATIONS

- A. The Contractor **shall** include a narrative detailing years of experience, scope of work, and staff qualifications for the provision of similar services as outlined in Section 1.1 for a similar rental assistance program in another state.

1.4 SPECIFICATIONS

- A. The Contractor **shall** begin implementing a comprehensive ERA program pursuant to section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the

“Act”) immediately upon finalization of the resulting contract and have a full contingent of personnel commensurate to the workload in place no later than April 26, 2021.

- B. The Contractor **shall** provide management and oversight of a comprehensive Emergency Rental Assistance Program that **must** include, without limitation:
1. Management of a call center, which may include remote personnel, sufficiently staffed to ensure service to each caller within thirty (30) seconds of call during the hours 7:00 am to 7:00 pm Central Time, seven (7) days a week;
 2. Implementing a community outreach and marketing plan and budget to ensure Arkansans have timely information about the available assistance and information on how to apply for the Emergency Rental Assistance program. The plan **must** include social media messaging, paid advertising, and ways to involve community action agencies and other community organizations in the process, including a proposal for compensating those agencies for their work. This plan must specifically address how rural and high poverty areas will be targeted;
 3. Providing a system to accept and process electronic and paper applications, including call center support and other customer assistance functions, and the ability to track and match tenants with landlords even when both apply for the same housing unit;
 4. Providing eligibility determination and verification, including cross-checking receipt of other housing benefits, and preventing duplicative payments;
 5. Implementation of strict fraud prevention measures;
 6. Payment processing and distribution;
 7. Compliance documentation, retaining all documents submitted by applicants and creating appropriate audit trails;
 8. Ensuring equitable distribution of payments across the state;
 9. Providing support to DHS in the form of live in-person testimony in legislative committee if requested, as well as providing assistance to DHS in the form of data and draft responses to legislative inquiries;
 10. Reporting capabilities to meet all ERA program-related reporting requirements imposed on the State by the US Department of the Treasury and other federal authorities;
 11. Reporting capabilities to meet all State requirements, including without limitation reports determined by the State to be necessary for management and oversight of the program and the Contractor’s compliance;
 12. Audit compliance, to ensure that all audit requirements imposed by the U.S. Department of the Treasury and Arkansas Legislative Audit are met, including without limitation storage and production of all necessary documentation and information for audits of the State’s implementation by State and federal authorities;
 13. Compliance with all applicable State and federal laws, including section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the “Act”);
 14. Rental Assistance workers, fully equipped, trained, and ready to begin working by the proposed go-live date, assuming a contract award date no later than April 26, 2021; and
 15. Implementation Plan and Timeline to provide for the expenditure or commitment of at least sixty-five (65%) of the total ERA funding amount of \$173,684,765.50, or \$112.9 million, before September 30, 2021 and one hundred percent (100%) by December 31, 2021.

- C. The Contractor **shall** provide communication in multiple languages (e.g., English, Spanish, Marshallese) and accommodate special populations such as those with cultural/health disparities.
- D. The Contractor **shall** provide daily, weekly, and monthly reports related to application processing, payment processing, and payment distribution to designated DCO staff within timeframes agreed upon and approved by DCO, as well as all federally required reporting.
- E. The Contractor **shall** collect and load data into a database, which will reside with the Contractor on the Contractor's servers within their own secure environment. The database and all the data in the database **shall** belong to the State. At the end of the contract, the Contractor **shall** be responsible for delivering all data and programs to DHS in a manner so that it can be leveraged for audit and reporting requirements. A copy of the data **shall not** be retained after DHS verification of delivery and usability.
- F. The Contractor **shall** provide a secure environment by which Emergency Rental Assistance personnel will capture, transmit, and store confidential financial and personal information.
- G. The Contractor **shall** identify any services that would be provided after December 31, 2021 and how DCO would pay for those services, including Audit.
- H. The Contractor **shall** adhere to State and federal laws and regulations concerning the confidentiality of financial and personal information as well as federal and State program and data security requirements.
- I. The Contractor **shall** designate a Project Lead as the State's point of contact. The Project Lead **must** have at least three (3) years of experience administering similar assistance programs.
- J. The Contractor **shall** provide a method to apply electronically, whether through web-based app or mobile app, seven (7) days a week.
- K. The Contractor **shall** provide read-only access to the system for identified DHS employees and any required training.

1.5 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards the Contractor **must** meet in order to avoid assessment of damages.
- 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.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services or if it is in the

best interest of the State to do so. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section.

2.1 ISSUING AGENCY

The Department of Human Services Office of Procurement (OP), as the office administering this Solicitation on behalf of the DCO, is the point of contact for Prospective Contractor communications regarding this Emergency Procurement throughout this Solicitation process. However, DCO shall be responsible for managing any contract it awards as a result of this Solicitation and for paying the Contractor it selects for award, if any.

2.2 CONTRACTOR SELECTION

- A. OP will review each timely received *Response Packet* to verify Response Submission Requirements have been met. *Response Packets* that do not meet Response Submission Requirements may be rejected. *Response Packets* are limited to fifty (50) pages total; submissions longer than fifty (50) pages may be disqualified.
- B. Members of an agency-appointed evaluation committee (“hereinafter referred to as “Evaluators”) will complete an initial evaluation and scoring of the responses based on the following criteria:
1. Experience and Qualifications (including whether the contractor is currently under contract with any other state systems for ERA and what the locations and go-live dates are for those state systems);
 2. Client Assistance Capabilities;
 3. Technological Capabilities, including whether the Contractor’s proposed system:
 - a. is in operation now, is currently in development, or is a retrofit of an existing system); and
 - b. is currently capable in all respects of complying with and administering the Emergency Rental Assistance program as established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (“the Act”) and meeting all requirements of the Act, or if the system was designed for another assistance program and must be modified;
 4. Community outreach and marketing plan (including a proposal for how to involve community action agencies and possibly other community organizations in the process, including a proposal for compensating those agencies for their work);
 5. Payment processing and distribution plan (including compensation details regarding Contractor-financed payments and DHS reimbursements by invoice, as well as ensuring equitable distribution of available funding throughout the state);
 6. Data Management and Security (including eligibility determination/verification and fraud deterrence);
 7. Audit/Record retention; and
 8. Implementation Plan (referred to hereinafter, collectively, as the “Evaluation Criteria”).
- C. The Evaluators will evaluate and score the responses based on the Evaluation Criteria using the following scoring table:

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
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5	Excellent	When considered in relation to the evaluation factor, the response squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the evaluation factor, the response's acceptability is doubtful.	Low
1	Poor	When considered in relation to the evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

D. After individual evaluations are complete, Evaluators will meet to discuss their individual scores. At this consensus scoring meeting, each Evaluator will be afforded an opportunity to discuss his or her score for each evaluation criteria.

1. After Evaluators have had an opportunity to discuss individual scores, Evaluators may adjust their initial individual scores as they deem appropriate.
2. Evaluators final individual scores will be recorded on a Consensus Score Sheet and averaged to determine the group or consensus score for each response.

E. The *Information for Evaluation* section has been divided into subsections.

1. In each subsection, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each subsection is reflected in the table below as the Maximum Raw Score Possible.
2. The Agency has assigned Weighted Percentages to each subsection according to its significance.

Information for Evaluation Subsections	Maximum Raw Points Possible	Subsection's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Experience and Qualifications	10	10	70
E.2 Client Assistance Capabilities	10	10	70
E.3 Technological Capabilities	20	15	105
E.4 Community Outreach Plan	5	10	70
E.5 Payment Processing and Distribution	5	15	105
E.6 Data Management and Security	15	15	105

E.7 Audit/Record Retention	5	15	105
E.8 Implementation Plan	5	10	70
Total Response Score	75	100%	700

*Subsection's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the subsection.

F. The weighted score for each subsection will be determined using the following formula:

$$(A/B)*C = D$$

A = Actual Raw Points received for subsection in evaluation
B = Maximum Raw Points possible for subsection
C = Maximum Weighted Score possible for subsection
D = Weighted Score received for subsection

G. The response's weighted scores for subsections will be added to determine the Weighted Score for each response. The Weighted Score for each Prospective Contractor will be used to determine the ranking of the responses.

2.3 INTERVIEW AND PRICING SCORE

A. The Prospective Contractors with the top four (4) highest Total Scores after initial evaluation will each be contacted to schedule a mandatory interview with Evaluators to demonstrate their respective expertise in providing management of financial assistance services for state or federal government.

1. Due to current COVID-19 concerns, these interviews will be conducted via Zoom. Instructions for attendance and some predetermined interview questions will be provided to the Prospective Contractors with the top four (4) highest response scores after the initial evaluation and scoring. Additional questions may be asked but will not be specifically scored. Prospective Contractors **shall** attend the mandatory interview as scheduled to be considered for award.

B. Prospective Contractors should come to the interview prepared to propose a scope of work clearly identifying the Prospective Contractor's understanding, recommended implementation plan, and proposal for performance of the services required by this Solicitation, along with a comprehensive plan regarding compensation details regarding Contractor-financed payments and DCO reimbursement by invoice. Contractor should be prepared to demonstrate the program or a similar interface in order to show end-user usability.

C. Evaluators will individually complete an initial evaluation and scoring of the proposals for each interview based on the scoring table provided above (Section 2.3).

D. After interviews are complete, Evaluators will meet to discuss their individual scores. At the final consensus scoring meeting, each Evaluator will be afforded an opportunity to discuss his or her score for each interview.

1. After Evaluators have had an opportunity to discuss individual scores, Evaluators may adjust their individual scores as they deem appropriate.

E. Evaluator's final individual Interview Scores will be recorded on a Final Consensus Score Sheet and averaged to determine the group or consensus score for each interview.

2.4 PRICE SCORE

A. For pricing, the maximum amount of price points will be given to the pricing structure with the lowest Estimated Annual Cost to cover all of the services required by this Solicitation. (See *Grand Total Score* for maximum points possible for cost score.) Estimated Annual Cost should be expressed in percentage of ERA dispersed on behalf of the State and shall not exceed 6.5% of the total.

B. The amount of price points given to the remaining pricing structures will be allocated by using the following formula:

$$(A/B)*C = D$$

A = Lowest Estimated Annual Cost for Initial Term

B = Second (third, fourth, etc.) Lowest Estimated Annual Cost

C = Maximum Points for Lowest Estimated Annual Cost

D = Total price points received

2.5 GRAND TOTAL SCORE

The Interview Score and Price Score will be added together to determine the Grand Total Score for the response.

	Maximum Points Possible
Interview Score	70
Pricing Score	30
Maximum Possible Grand Total Score	100

2.6 TYPE OF CONTRACT

- A. As a result of this Solicitation process, DCO intends to award a contract to a single Contractor.
- B. The Contractor **must** be registered to do business in the State of Arkansas. For verification purposes, the contractor **must** submit official documentation of their active registration from the Arkansas Secretary of State's Office prior to the agreed upon go-live date.
- C. The anticipated starting date for any resulting contract is April 26, 2021.
- D. The initial term of a resulting contract will be for one (1) year, unless sooner terminated for cause or convenience, as may be agreed by the parties to any contract resulting from this Solicitation. Upon mutual agreement by the Contractor and agency, the contract may be renewed by the State 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.

2.7 RESPONSE DOCUMENTS

A. Bid Response Packet

1. The following should be submitted with the Bid Response *Packet*.
 - a. Signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this request.
 - iii. Bid response **must** be in the English language.
 - a. *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted with the original Bid *Response Packet*.
 - a. EO 98-04 Disclosure Form. (Attachment A, for bids exceeding \$25,000.)

- b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (Only for contracts for services exceeding \$25,000.)
- c. Proposed Subcontractors Form, if applicable.

2.8 LIMITED BID SUBMISSION ACCOMODATION DURING COVID-19

The Arkansas Department of Human Services (DHS) Office of Procurement (OP) extends the following bid submission accommodation to our Prospective Vendors in order to mitigate some of the difficulties presented by the current COVID-19 outbreak.

Prospective Bidders may elect to submit electronic bids via email by attaching PDF documents.

- A. All bids **must** be received by the Bid Submission deadline specified on page 1 of the Bid Solicitation Document.

2.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
 - *Proposal Signature Page*.
 - *All Agreement and Compliance Pages*.
 - *Proposed Subcontractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

2.10 ACCEPTANCE OF REQUIREMENTS

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page* in the *Response Packet*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

2.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's proposal to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

2.12 AGREEMENT AND COMPLIANCE PAGES

- A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

2.13 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

2.14 PRICING

- A. Contractor(s) **shall** include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for one hundred eighty (180) calendar days following the bid opening.
- C. Failure to complete and submit the *Official Bid Price Sheet* may result in disqualification.
- D. All proposal pricing **must** be in United States dollars and cents.
- E. The Official Bid Price Sheet may be reproduced as needed.

2.15 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two or more contractors is acceptable. However, a single Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

2.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion; and
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

2.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- L. The State has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

2.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted in only the English language.

- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Contractors may submit multiple proposals. Each proposal **shall** be submitted separately and **must** include all documents and information required under this RFP in order to advance to evaluation.

2.19 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The contractor **shall** be responsible for checking the Office of State Procurement (OSP) and DHS websites for any and all addenda up to the bid opening:

2.20 AWARD PROCESS

A. Award Determination

The Prospective Contractors with the top four (4) highest Total Scores after initial evaluation will each be contacted to schedule a mandatory interview as described in Section 2.3. The Grand Total Score for each Contractor, which **shall** be a sum of the final consensus Technical Score and Cost Score, **shall** be used to determine the final ranking of proposals. The State may move forward to negotiations, pursuant to Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

1. A contract will be awarded to a single Bidder.
2. The total Score for each Bidder will be used to determine the ranking of responses.
3. The highest scoring Bidder will be offered a contract. If the highest scoring Bidder declines to contract, DHS will proceed to the next highest scoring Bidder. This process may be repeated until an anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.
4. Contracts that are awarded to respondents must be awarded to respondents whose proposals are determined to be most advantageous to DHS based on the selection criteria.
5. DHS reserves the right to award multiple contracts.

B. Discussions and Negotiations

1. If the agency so chooses, it **shall** also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions **shall** be conducted at the sole discretion of the State, and may be conducted at any lawful time of the State's choosing.

The State **shall** solely determine the items to be discussed or negotiated.

2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that fall within the competitive range. The competitive range **shall** be defined as the four (4) highest ranked Contractors pursuant to Section 2.6 above.

C. Anticipation to Award

1. The anticipated award will **not** be posted. Once the successful Contractor has been determined, the final award information will be posted on both DHS and OSP websites.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.

2.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
- African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Proposal Signature Page*.

2.22 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the State is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- D. Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

2.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
- B. OP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

2.24 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

2.25 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Contractor's past performance with the State may be used to determine if the Contractor is "responsible." Proposals submitted by Contractors determined to be non-responsible **shall** be disqualified.

2.26 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State 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, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, 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;
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
 6. Integrating into networks used to share communications among employees, program participants, and the public; and
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

2.27 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://dis.publishpath.com/policies-standards>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

2.28 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

2.29 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.

- B. Failure to comply with this Requirement **shall** be cause for a Contractor's proposal to be disqualified or for the contract to be terminated.

2.30 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

2.31 DATA LOCATION

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted or stored outside the continental United States in connection with any services provided under this contract entered into under this request, either directly by the Contractor or by its subcontractors.

2.32 SCHEDULE OF EVENTS

Public Notice of Request for Bids	March 12,2021
Date for Bid Submission	March 19, 2021
Selection of Contractor, On or About	April 6, 2021
Contract Start, (Subject to State Approval)	April 26, 2021

2.33 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr's Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor **shall** maintain adequate staff on such working holidays.

2.34 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to DHS Division of County Operations.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

- F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

2.35 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - 1. The right to possession.
 - 2. The right to accrued payments.
 - 3. The right to expenses of deinstallation.
 - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
 - 2. The contract has required the State to carry insurance for such risk.

2.36 CONDITIONS OF CONTRACT

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

- C. The Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, and the Organizational or Personal Conflict of Interest policy as presented in Attachment F.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

2.37 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

2.38 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

2.39 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to the Office of Procurement (OP) a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.

- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

2.40 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of while providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

2.41 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached the determination of the State **shall** be final and controlling.

2.42 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the Arkansas Department of Human Services. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) calendar days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

2.43 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 3 – STANDARD TERMS AND CONDITIONS

1. **GENERAL:** These Standard Terms and Conditions **shall** be part of any contract entered into by and between the State and the Contractor in addition to any supplemental terms and conditions agreed to by the State of Arkansas and the Contractor in writing.
2. **PRIME CONTRACTOR RESPONSIBILITY:** A single Prospective Contractor **must** be identified in the submission as the prime Contractor. If awarded the contract, the Contractor **shall** be the prime Contractor responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof. The prime Contractor shall be held responsible for the contract and shall be the sole point of contact.
3. **EQUAL OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
4. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants. By signing and submitting a response to this *Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.
5. **RESTRICTION OF BOYCOTT OF ISRAEL:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. By checking the designated box on the Response Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.
6. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
7. **PAST PERFORMANCE:** In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible." Responses submitted by Prospective Contractors determined to be non-responsible will be rejected.
8. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds.
 - F. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- G. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State 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:
- i. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - ii. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - iii. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - iv. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 - v. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 - vi. Integrating into networks used to share communications among employees, program participants, and the public.
 - vii. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- H. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- I. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- J. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.
- 9. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.
- 10. VISA ACCEPTANCE:** Awarded Contractor should have the capability of accepting 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. VISA is not the exclusive method of payment.

- 11. COST OF SUBMISSION BORNE BY PROSPECTIVE CONTRACTOR:** The State will not pay costs incurred by a Prospective Contractor in the preparation of a response.
- 12. INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) delivery and acceptance of the required services; (2) submission of a properly itemized invoice showing the contract and purchase order numbers; and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 13. PATENTS OR COPYRIGHTS:** The Contractor shall indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from Contractor's infringement of patents or copyrights.
- 14. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 15. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the 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 Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 16. SOVEREIGN IMMUNITY:** Nothing in this Solicitation waives the Sovereign Immunity of the State.
- 17. DISPUTE RESOLUTION:** Parties shall make a good faith effort to resolve any disputes that may arise between them in connection with any contract awarded as a result of this Solicitation by good faith discussion and mutual agreement. Failing that, Contractor may present any claim it believes it may have against the State to the Arkansas State Claims Commission, which shall have exclusive jurisdiction of any such claims.