



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	710-24-058	Solicitation Issued:	April 30, 2024
Description:	Telephone Answering Services		
Agency:	Department of Human Services, Division of Aging, Adult, and Behavioral Health Services (DAABHS)		

SUBMISSION DEADLINE

Bid Submission Date/Time	May 29, 2024, at 1:00 p.m., Central Time	Bid Opening Date/Time:	May 29, 2024, at 2:00 p.m., Central Time
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Bids **shall not** be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	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.

Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address
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OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS' Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This *Invitation for Bid* (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Adult, Aging, and Behavioral Health Services (DAABHS) to obtain pricing and a contract for telephone answering services.

Answering Services that utilize offshore (outside the United States) telephone call centers will not be considered for this IFB. Vendors providing information proven to be false regarding the call center locations will not be considered and may be referred to the Office of State Procurement for Debarment or Suspension from participation in future bid opportunities with the State.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code § 19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is September 1, 2024. Upon agreement by the vendor and agency the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one (1) year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page two of this document. Vendor's questions will be answered as a courtesy and at Vendor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 DEFINITION OF REQUIREMENT

- 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 Vendor's bid or in subsequent correspondence, **shall** cause Vendor's bid to be disqualified.

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB" and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

A. Bid Response Packet

- 1. An official authorized to bind the Vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.

2. Vendor's signature on this page **shall** signify Vendor's agreement that either of the following **shall** cause Vendor's bid to be disqualified:
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that Vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGE

- A. Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Page* is included in the *Bid Response Packet*.
- B. Vendor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on May 7, 2024. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on May 16, 2024.
- B. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 SUBCONTRACTORS

- A. Vendor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response 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*. **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.

1.12 PRICING

- A. Vendor(s) **must** include all pricing on the *Official Bid Price Sheet(s)* only. Any cost not identified by the successful Vendor but subsequently incurred in order to achieve successful operation **shall** be borne by Vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*.
- B. Justification for prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The *Official Bid Price Sheet* may be reproduced as needed.

1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more vendors is acceptable. However, a single vendor **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.

1.14 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, Vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - 1. The prices in the bid have been arrived at independently, without collusion.
 - 2. 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 bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 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. Prospective 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 redacting any information contained in the response, Prospective 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.
- D. Under no circumstances will pricing information be designated as confidential.
- E. 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 *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- F. 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.

- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- I. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid 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 FOIA.
- J. If the State deems redacted information to be subject to FOIA, Prospective Contractor will be contacted prior to release of the documents.
- K. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **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. Bids **must** be submitted in 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. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this *Invitation for Bid* and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.17 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. 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*.
- C. Vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.18 AWARD PROCESS

- A. Vendor Selection
 1. Award will be made to the lowest responsible, responsive bidder based on the Grand Total. Consideration will only be given to Vendors who bid all line items. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this *Invitation for Bid* and the laws of the State of Arkansas.
 2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council, and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and Contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is Vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

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. An OP Official will be responsible for award and administration of any resulting contract.

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Ark. Code Ann. § 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 Veterans Affairs
- B. A woman-owned business is defined by Ark. Code Ann. § 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, Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Ark. Code Ann. § 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 OP is a one (1)time requirement. Vendors 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. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Ark. Code Ann. § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with the OP stating that they do not employ or contract with illegal immigrants.

- B. OP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to Vendor(s) at that time.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Ark. Code Ann. § 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 *Bid Signature Page* of the *Response Packet*, Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.23 PAST PERFORMANCE

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

1.24 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 Ark. Code Ann. § 25-26-201 et seq., 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. 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), 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 Ark. Code Ann. § 25-26-201 et seq., 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.
 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 Ark. Code Ann. § 25-26-201 et seq., 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.

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

Respondent’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.

1.26 MASTERCARD ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State’s authorized MASTERCARD 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. MASTERCARD is not the exclusive method of payment.

1.27 PUBLICITY

- A. Vendors **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 Vendor’s bid to be disqualified.

1.28 RESERVATION

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

1.29 SCHEDULE OF EVENTS

Public Notice of IFB	April 30, 2024
Deadline for Receipt of Written Questions	May 7, 2024, at 4:00 p.m., CST
Response to Written Questions, On or About	May 16, 2024
Date and Time for Bid Submission	May 29, 2024, at 1:00 p.m., CST
Date and Time for Bid Opening	May 29, 2024, at 2:00 p.m., CST
Intent to Award Announced, On or About	June 5, 2024
Contract Start (Subject to State Approval)	September 1, 2024

1.30 STATE HOLIDAYS

Holidays are those days 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’s Birthday	Third Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	First Monday in September
Veterans 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. Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This *Invitation for Bid* (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Adult, Aging, and Behavioral Health Services to obtain pricing and a contract for telephone answering services.

2.2 OVERVIEW

Adult Protective Services (APS) is housed in the Division of Aging, Adult, and Behavioral Health Services within the Department of Human Services. It is mandated by state law to investigate maltreatment, abuse, neglect, and exploitation of people aged eighteen (18) and older, who are:

- Impaired by mental or physical disease, and as a result, cannot protect themselves from abuse, neglect, or exploitation.
- Endangered, which means, found in a situation or condition that poses a danger to themselves and does not understand the consequences of staying in that situation or condition.

Individuals may contact the Adult Maltreatment Hotline at 1 (800)-482-8049 to report Adult Maltreatment. DHS primarily operates the hotline from 8:00 a.m. – 4:00 p.m. CST Monday through Friday. However, Contractor will take roll-over calls throughout the day when all lines are busy at DHS and provide answering services after State normal business hours. Contractor will provide telephone answering services twenty-four (24) hours a day, seven (7) days a week.

NOTE: All times given in this Invitation for Bid are Central Standard Time (CST).

2.3 MINIMUM QUALIFICATIONS

Contractor **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. Bidder **must** include a copy of all required licensure and certification documents in bidder's response to this solicitation. See "*Response Documents*."
- C. Contractor **must** have a minimum of three (3) operators available at all times. For verification purposes, Prospective Contractor **must** provide a list of all proposed operators and working schedule on page five (5) of the *Response Packet*. Vendor **shall** be responsible for determining the qualification of each employee.
- D. Contractor **must** have at least two (2) years of experience operating as a telephone answering service vendor. For verification purposes, Prospective Contractor **must** complete the Client History Form (Attachment I).

2.4 SCOPE OF WORK

Contractor **must** provide answering services twenty-four (24) hours daily for three hundred and sixty-five (365) days annually for four (4) Arkansas regions. (Refer to Attachment H - APS Coverage Map)

- A. Schedule
 1. Normal business hours are 8:00 a.m. – 4:00 p.m. Central Time, Monday – Friday
 - a. Contractor **shall** provide services for back-up Hotline overflow (Hotline automatically rolls to answering service when all lines are busy).
 - b. Contractor **shall** provide via email, all reported information, including specific details given by caller in response to questions asked from the basic script, immediately following each call. All reports **must** be sent to the following email address: aps@dhs.arkansas.gov.

2. After hours are 4:01 p.m. – 7:59 a.m., Monday – Friday
Contractor **must** determine if a call requires an immediate (without delay) response from an on-call worker. If so, Contractor **must** contact the on-call worker in the appropriate region and relay information. (Generally, immediate responses are only required to calls from hospitals, long term care facilities, and law enforcement.).
3. Twenty-four (24) hour operation on holidays and weekends
 - a. Contractor **shall** answer hotline calls on holidays and weekends.
 - b. Contractor **must** determine if call requires an immediate (without delay) response from on-call worker; if so, Contractor **must** contact the on-call worker in the appropriate region and relay information. (Generally, immediate responses are only required to calls from hospitals, long term care facilities, and law enforcement).

B. Staffing Requirements

1. Operators **must** be able to fluently communicate in the English language.
2. All operators **must** have access to a work environment suitable for taking calls, including at a minimum a telephone and an internet-ready computer so that they will be able to capture the required information from the callers in real time.

Contractor **must** maintain at least three (3) operators on duty at all times.

C. Answering Service Requirements

1. Contractor **must** be fully staffed with live operators.
2. Contractor **shall** ensure good customer service; for example, maintain a friendly, pleasant, and helpful demeanor throughout contact with the caller.
3. Calls **shall** be answered within three (3) rings; and in no more than five (5) rings.
4. Contractor **shall** have software that tracks the number of rings and will provide a report with call information to DHS on a monthly basis.
5. Contractor **shall** have a telephonic interpretation service available for callers who speak a foreign language.
6. Contractor **shall** have a way to communicate with deaf or hard of hearing callers.
7. Contractor **shall** have electronic records of call activity that records time of calls, action taken by answering service operators, and the time of this action.
8. Contractor **must** be capable of handling high volume call periods with a low error rate. The following method will be used to determine low error rate:
 - a. Each month five-to-ten percent (5-10%) of calls will be sampled for quality control. A low error rate is defined as less than five percent (5%) of the sample being deemed as failed calls.

Note: DHS will focus on these factors:

- a. Appropriate greeting/use of scripts.
- b. Upholding the culture and values of DHS.
- c. Accurately capturing data from the Basic Script (see Section 2.5).
- d. Grammar and spelling in written communication.

Each factor will be scored for each sampled call on a scale of 1-5. A score of less than 16 will result in a “fail,” a score of 16 or greater will result in a “pass.”

9. Equipment **shall** be up to date and programmable to indicate on-duty staff member.
10. Contractor will not “outsource” receipt of calls.

11. Average call length is ten (10) minutes and every effort **shall** be made to keep call length at ten (10) minutes or less.
12. Contractor **shall** use the APS-approved script to collect and record required call information (see Section 2.5).
13. Contractor **must** generate reports from calls with required information and all specific details given by caller in response to questions asked from the basic script (see Section 2.5).

Note: Adult Protective Services (APS) will provide:

- A quarterly list of on-call workers, including supervisors, and their phone numbers for the four (4) regions.
- Updates to the on-call information as changes occur.
- A basic report example.

14. The on-call worker **shall** be contacted by text and email. The on-call worker will respond within fifteen (15) minutes. If no response is received, Contractor's operator **must** contact the on-call worker by phone. If there is no response to the call, Contractor's operator will call the on-call DHS supervisor.
15. Contractor **must** generate a structured report with information including all specific details given by the caller in response to questions asked from the basic script for all calls received during and after normal business hours and .
16. Contractor **must** email a report to natasha.lucas@dhs.arkansas.gov at the APS central office by 8:30 a.m. the following workday.

D. Customer Service

Operators **must** be professional and courteous at all times. Operators **must** be capable of answering high call volumes with a low error rate. Complaints received against Contractor will be investigated by the DHS.

E. Reporting

1. Contractor **shall** maintain electronic records of invoiced call activity that records the length of calls, action taken by answering service operators, and the time of this action. This data **shall** be reported to DHS on a monthly basis.
2. Contactor **must** have the capability to generate call reports with required information and all specific details given by the caller in response to questions asked from the basic script.

2.5 ADULT MALTREATMENT HOTLINE BASIC SCRIPT

- A. Adult Maltreatment Hotline, are you calling to report abuse, exploitation, or neglect of an impaired or endangered adult?
- B. Who is your call regarding?
 1. Name
 2. Address (street address, city, county, zip)
 3. Victim phone
 4. Marital status.
 5. DOB, AGE
 6. Sex
 7. Race
 8. SSN
 9. Medicaid and Medicare number? (If possible)
- C. What is the victim's physical & mental condition? (Dementia, Alzheimer's, Bedbound, etc.)
- D. What is your name?
- E. What is your relationship to the victim?
- F. If Mandated reporter, collect name, Agency name, address and phone number. B. Otherwise collect:
 1. Name
 2. Phone
- G. What is the nature of the situation you are concerned about?
 1. Exploitation, neglect, abuse, etc.
 2. Who, what, where, and when.

- H. Inform the caller that a report has been entered and will be forwarded to a Field Manager to review. The caller may or may not receive a return call by APS, depending on whether the information provided is accepted as an investigation.
- I. Contractor **must** provide DHS with access to recordings. The submission deadline to receive recordings will be the tenth (10th) of each month. Contractor **must** email a total of (10) ten sample recordings to Natasha.Lucas@dhs.arkansas.gov for monitoring and auditing purposes.

2.6 CRIMINAL BACKGROUND CHECKS

Vendor **must** perform criminal background checks on all proposed employees. Pursuant to those background checks, no employee **shall** be staffed on this project if they have committed an offense that would preclude State employment as a “designated position” if applicable to the underlying contracted services, under Ark. Code Ann. § 21-15-102, or otherwise as a “designated financial or information technology position” pursuant to Ark. Code Ann. § 21-15-111.

2.7 INSURANCE REQUIREMENTS

- A. Prior to contract award, Contractor **must** furnish an approved “Certificate of Insurance” and **must** maintain the insurance requirements throughout the contract and any/all extensions. The Insurance shall not be modified without DHS approval.
- B. Contractor **shall** maintain insurance for the contract period and any/all extensions in the following minimum amounts:
 - \$1,000,000 per occurrence,
 - \$3,000,000 aggregate, for professional liability, negligence, errors, omissions, and public liability.
- C. The insurance **must** have limits sufficient to cover losses resulting from, or arising out, of Vendor’s action or inaction in the performance of the contract by Vendor, its agents, servants, employees, or subcontractors.
- D. The insurance **shall** cover and continue to cover all occurrences during the term of this contract and any extensions thereof.
- E. All insurance policies **shall** be with a company licensed by the State of Arkansas to do business and to provide such policies.
- F. DHS is to be notified, not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of Contractor’s insurance policy. In the event DHS receives a notice of non-renewal, Contractor **shall** provide DHS with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect.
- G. DHS shall have the right to inspect the original insurance policies held by Vendor.

2.8 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-Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards Vendor **must** meet to avoid assessment of damages.
- B. The State may be open to negotiation 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 Vendor’s input 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 or termination of the contract.
- G. In the event a Performance Standard is not met, Vendor will have the opportunity to defend, respond to, or cure the insufficiency, as determined by the State. The State **may** waive damages if it determines there were extenuating factors beyond Vendor's control that hindered the performance of services or if it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be emailed to Linda.Howard@dhs.arkansas.gov or mailed to the following address:
DHS / ADULT, AGING, BEHAVIORAL HEALTH SERVICES
P.O. BOX 1437 Slot W240
LITTLE ROCK, AR 72203
- B. All submitted invoices **must** include a separate monthly billing statement listing each invoiced call. The invoices are subject to DHS invoice requirements. Invoices **must** be accurate and match the monthly billing statement. All billing statements **must** contain the following: time (either AM or PM) for each incoming call, date of each incoming call, day of each call, and the length of each call (i.e. minute or hour). Inaccurate invoices will be returned to Contractor without payment. Payment of invoice will normally be made 30-45 days after receipt.
- C. Contractor **must** maintain accurate records for all invoiced calls.
1. Billing **must** be on a twelve (12) month cycle.
 2. Billing **must** be for a per-minute rate to include all charges.
 3. Billing **must** not contain charges for hang-ups; if the caller hang-up halfway through the script questions, the Contractor **must** only bill for the time spent on the call
 4. Billing **must** be for incoming calls only. (No additional charges for outgoing or faxing).
 5. Billing **shall not** include “general administrative charges/fees.”
 6. Billing **must** not contain any “hidden” charges or fees not identified in the supplied quote.
 7. Mail or email a monthly billing statement listing each invoiced call. The statement **must** include the following:
 - a. Time (**must** show either AM or PM status) of incoming call.
 - b. Date of incoming call.
 - c. Day of the week.
 - d. Length (minutes) of call.
- D. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by DAABHS.
- E. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- F. Payment will be made only after Vendor has successfully satisfied DAABHS as to the reliability and effectiveness of the goods or services purchased as a whole.
- G. Vendor should invoice DAABHS by an itemized list of charges. DAABHS’s Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- H. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- I. 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>

3.2 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 thirty (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.

3.3 CONDITIONS OF CONTRACT

- A. 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. 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 Vendor.
- C. 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*, the Business Associate Agreement as presented in *Attachment F*, and the Organizational or Personal Conflict of Interest policy as presented in *Attachment G*.

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

3.4 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. Vendor **shall** retain total liability for equipment, software, 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. 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 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. 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 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. 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.

3.5 PERFORMANCE BONDING

- A. Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
 3. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
 4. Contractor **shall** notify the State of any changes, modification, or renewals of the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
 5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, addition of Contractor to the DHS excluded provider list, etc.

3.6 RECORD RETENTION

- A. 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 or final payment, whichever is later on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

3.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. Vendor **must** provide to 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.

3.8 CONFIDENTIALITY

- A. 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 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.

3.9 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.

3.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the DHS. The State shall give 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 Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation, 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, Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.11 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 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 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original *Bid Packets* **must** be submitted to OP on or before the date and time specified for bid opening. The *Bid Packet* **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternative to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with Contractor's name, address, bid or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

- 12. AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of OP. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance by the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize OP to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. Contractor **must** give written notice to OP and ordering agency of the reason for delay and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause debarment or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*; (2) delivery and acceptance of the commodities; and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data, or any other commodity furnished to Contractor hereunder or in contemplation hereof or developed by Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** Contractor **must** agree to indemnify and hold the State harmless from all claims, damages, and costs, including attorneys' fees, arising from infringement of patents or copyrights.
- 21. 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.
- 22. CLAIMS:** Any claims Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over all claims Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor **shall** continue to provide the Services under this Agreement even if Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules, or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation, Contractor has provided services which the State has accepted, Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, Contractor agrees that: (a) 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, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) 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 Contractor to comply with the statute, 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) 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.

25. **CONTINGENT FEE:** Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Contractor for securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells, and transfers to the State of Arkansas all rights, title, and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
27. **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.