



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:	710-25-030	Solicitation Issued:	November 18, 2024
Description:	Marshallese Language Interpreter and Translation Services		
Agency:	Department of Human Services, Division of County Operations		

SUBMISSION DEADLINE

Bid Submission Date/Time	November 26, 2024, 1:00 p.m., CST	Bid Opening Date/Time:	November 26, 2024, 2:00 p.m., CST
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Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of prospective contractors to submit proposals at the designated location on or before the bid submission deadline. Bids received after the designated bid submission deadline **shall** be considered late and **shall** be returned to the Prospective Contractor 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 Note: Hand delivered responses must be delivered directly to the security desk, otherwise these deliveries will not be accepted and may be grounds for disqualification.
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:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0120
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
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 County Operations (DCO) to obtain pricing and contracts for Marshallese language interpreter and translation services (both oral and written) on an as needed basis.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. A Term contract will be awarded to up to three (3) Contractors.
- B. The contract term **shall** be for one (1) year. The anticipated start date is March 1, 2025. Upon agreement by Contractor 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 term of seven (7) years.

1.4 ISSUING AGENCY

OP, as the issuing office, is the sole point of contact throughout this solicitation process. Contractor questions regarding this IFB should be made through the State's buyer as shown on page one (1) of this document. Contractor's questions will be answered as a courtesy and should be evaluated at Contractor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the deadline 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 Contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this IFB, whether submitted in the prospective Contractor's bid or in subsequent correspondence, **shall** cause the prospective Contractor'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 IFB 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 Contractor(s) to a resultant contract **must** sign the *Bid Signature Page*.
 - 2. Providing a signature on this page signifies prospective Contractor's agreement that either of the following **shall** cause its bid to be disqualified:
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this IFB.
 - 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 prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
- d. Combined Certifications (Attachment B.)
- e. Documentation that prospective Contractor 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 *Bid 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. Prospective Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 2. Prospective Contractor 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 and electronic copies, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." **Prospective Contractor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.**

1.2 AGREEMENT AND COMPLIANCE PAGE

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

1.3 SUBCONTRACTORS

- A. Prospective Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate prospective Contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this IFB. **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.

1.4 PRICING

- A. Prospective Contractor(s) **must** include all pricing on the *Official Bid Price Sheet(s)* only. Any cost not identified by the successful Contractor but subsequently incurred in order to achieve successful operation **shall** be borne by Contractor. The *Official Bid Price Sheet* is provided as a separate file posted with this IFB.
- B. A justification of 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.

1.5 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more prospective Contractors is acceptable. However, a single prospective 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.

1.6 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor 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 prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.7 PROPRIETARY INFORMATION

- A. Documents submitted pertaining to this IFB become 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. 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. 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.
- C. Under no circumstances will pricing information be designated as confidential.
- D. 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.
- E. 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. Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data. The redacted copy will be open to public inspection under FOIA without further notice to Prospective Contractor.
- F. 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.
- G. If the State deems redacted information to be subject to FOIA, Prospective Contractor will be contacted prior to release of the documents.
- H. The State has no liability to 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.

1.8 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, all communication concerning this IFB **must** be addressed through OP.
- B. Prospective Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Prospective Contractor **must not** alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this IFB **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. Prospective Contractor **must** provide clarification of any information contained in its response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this IFB.
- I. Bids **must** meet all terms and conditions of this IFB and the laws of the State of Arkansas.
- J. Prospective Contractors may submit multiple bids.

1.9 REQUIREMENT OF ADDENDUM

- I. This IFB **shall** be modified only by an addendum written and authorized by OP. 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 this IFB.
- J. Prospective Contractor **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>

1.10 AWARD PROCESS

A. Contractor Selection

- 1. Awards will be made to the lowest responsible, responsive bidders based on the Annual Grand Total in Table 1 of the *Official Bid Price Sheet*. Consideration will only be given to those 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 IFB and the laws of the State of Arkansas.
- 2. Awarded Contractors will be listed by the lowest-priced Contractor as the first contact. DHS may contact Contractors in ascending order from lowest price to highest price based on availability and ability to meet turnaround times and requirements of this IFB.
- 3. DHS intends to receive services with the least overall expense to the State. If multiple Contractors of equal distance from the client's current location can provide services for that client, DHS will select the Contractor with the lowest rate. However, in such a circumstance, where the cost of travel may increase the State's total expense, DHS may choose to select the Contractor with the lessor total expense to the State.
- 4. 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 the Contractor.

B. Negotiations

- 1. The State may choose to conduct negotiations with the lowest responsible, responsive bidder. Negotiations are conducted at the State's sole discretion.
- 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsible, responsive bidder. The negotiation process may be repeated until the lowest responsible, responsive Contractor 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 Contractor 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. Contractors 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 Anticipation to Award policy when it is in the State's best interest.
4. It is Contractor'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 IFB 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.

1.11 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, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.12 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-time requirement. Prospective 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. Prospective Contractors who are not required by law to have an EO Policy must submit a written statement to that effect.

1.13 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor must certify it is not a Scrutinized Company and it does not currently and shall not for the aggregate term of any resulting contract:
 1. Boycott Israel (see Ark. Code Ann. § 25-1-503).
 2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105).
 3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102).
 4. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203).
- B. Contractor shall submit the signed *Attachment B Combined Certifications for Contracting with the State of Arkansas*.

1.14 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." Proposals submitted by Prospective Contractors determined to be non-responsible **shall** be disqualified.

1.15 MASTERCARD ACCEPTANCE

- A. Awarded Contractor 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.

1.16 PUBLICITY

Prospective Contractors **shall not** issue a news release pertaining to this IFB or any portion of the project without OP's prior written approval. Failure to comply with this Requirement **shall** be cause for a Prospective Contractor's bid to be disqualified.

1.17 RESERVATION

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

1.18 SCHEDULE OF EVENTS

Public Notice of IFB	November 18, 2024
Date and Time for Bid Submission	November 26, 2024, 1:00 p.m. CST
Date and Time for Bid Opening	November 26, 2024, 2:00 p.m. CST
Intent to Award Announced, On or About	December 13, 2024
Contract Start (Subject to State Approval)	March 1, 2025

1.19 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'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 IFB is issued by OP for the DHS, DCO to obtain pricing and contracts for Marshallese language interpreter and translation services (both oral and written) on an as needed basis.

2.2 SERVICE DELIVERY LOCATION

All services **must** be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

2.3 MINIMUM QUALIFICATIONS

Contractor **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and be in good standing by the start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), or other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- C. Contractor **must** provide a qualified interpreter and translator specifically for the Marshallese community. For purposes of this solicitation, qualified interpreter refers to those that are qualified and have been assessed for professional skills including proficiency, training, and experience. Prospective Contractor **shall** provide the name(s) of the qualified interpreter and translator on page five (5) of the *Bid Response Packet*.
- D. Contractor **must** have an operational phone number, within the United States, to contact for services. Prospective Contractor **must** provide the phone number on page five (5) of the *Bid Response Packet*.
- E. The interpreter and translator **must** have at least one (1) year of experience providing interpreter and translation services within the last five (5) years. Prospective Contractor **shall** provide a resume of each interpreter and translator that may provide services to DHS.

2.4 SCOPE OF WORK

Contractor **shall** provide qualified personnel and resources to provide verbal interpreter and professional written translation services. Services may be requested for in-person, telephone, video conference, or other delivery methods.

- A. Service Delivery
DHS may request services on-site or remote (phone or video conference) as determined by the requesting division or office.
- B. Staffing
 - 1. Contractor **shall** designate a customer service manager to oversee service requests for the duration of the contract. Contractor may designate a replacement for the customer service manager in case of absences or other changes. Any changes to the designated customer service manager **must** be communicated to DHS within twenty-four (24) hours.
 - 2. Contractor **shall** have a qualified interpreter and translator available Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time to respond to all incoming calls.
 - a. A qualified interpreter and translator **shall** be available to provide services after-hours and on weekends upon DHS request.

C. Telephone Communications

1. Contractor **shall** provide a dedicated escalation telephone number for DHS to contact the customer service manager directly. This number **must** be provided at the start of the contract.
2. During high volume call times, after hours, and late hours, a voice message system **shall** be utilized. Calls left on the voice message system or requiring a call back **must** be returned by the next business day. Contractor **must** provide a list to the DHS designee of calls not returned by the next business day and include an explanation for each call not returned. Any messages left during normal business hours **must** be returned within thirty (30) minutes.
3. Callbacks **must** be returned in the order which they were received.
4. Contractor **shall** answer an incoming call, or have it transferred to a message system, within five (5) rings. DHS will place calls at random to verify compliance.
5. The representative answering calls **must** have strong communication skills and the ability to direct calls as needed. Contractor **must** ensure staff is trained in customer service.
6. Contractor **shall** not charge DHS when returning phone calls unless interpreter services are provided.

D. Video Conferencing

1. The interpreter and/or translator providing services remotely **must** have video conferencing equipment to maintain high-quality audio and video. The equipment required for video conferencing **must** include, without limitation, the following: computer, high resolution webcam, microphone, speakers, stable internet connection, video conference software or app (i.e., Zoom, Webex, Microsoft Teams).
2. Skype or Face Time will be considered only when Contractor and DHS agree. Use of these methods of technology **shall not** exceed sixty (60) minutes.

E. Interpreter Services

Contractor **shall** provide a qualified Marshallese language interpreter within two (2) hours of the time of request unless otherwise agreed upon. DHS reserves the right to request simultaneous interpretation services.

1. Interpreter Skills
 - a. The interpreter **must** have the ability to easily interpret what is being said in a clear and comprehensible manner.
 - b. The interpreter **must** make every effort to ensure the client has understood questions, instructions, and other information transmitted by the utilizing agency.
 - c. The interpreter **must** never add nor subtract anything that is being communicated by the person with LEP/NEP or the corresponding individual(s).
 - d. The interpreter **must** be familiar with basic medical and legal terminology.

F. Translation Services

Contractor **shall** provide translation, proofing, and editing of documentation and materials by a qualified and experienced translator, and output in the media format requested by DHS.

1. Documentation (Forms /Publications)
 - a. Contractor **shall** have no proprietary interest in forms, publications, or other documents translated. English and/or Marshallese document translations are the sole property of DHS.
 - b. Contractor shall provide translation services including, without limitation, the following tasks for written translations:
 - i. Read original material and rewrite it in the target language to retain the original meaning of the source.

- ii. Research terminology and consult with experts if needed.
 - iii. Provide clients with grammatically correct, professional translated material.
 - c. DHS may request the translation of English forms, publications, correspondence, etc., into Marshallese as determined by authorized contact personnel at the utilizing agency. Documents requiring translation will primarily be English to Marshallese. However, Contractor could receive Marshallese text to be translated into English.
 - d. Documents to be translated can be provided to Contractor by DHS in any mutually agreed upon and legible format. Translated documents **must** be returned “translated” in the same format as the original was provided and if specified must be “print ready” within five (5) business days of receipt unless a longer timeframe is agreed upon by DHS.
 - e. During proofing/editing of documents, correspondence, etc., Contractor **must** offer written justification for all edits and changes it suggests to the utilizing agency. Basic grammar and punctuation may be added, without justification, but changes in word choice and adjustments to major blocks of text or content **must** be accompanied by Contractor’s rationale. It may be necessary to offer explanations based on the existing/specific circumstances.
2. Translation Authentication
- a. In the event a claim of inaccuracy is authenticated by two (2) or more foreign language specialists engaged by the utilizing agency, Contractor **shall** have the responsibility to dispute the findings.
 - b. If, after fifteen (15) business days, Contractor is unable to provide the evidence and/or documentation to support its position, a “presumption of authentication” will be made on behalf of the outside specialist(s).
 - c. Once Contractor’s translation has been found to be incorrect, Contractor assumes one hundred percent (100%) of the financial liability for the correction of the inaccuracies.

G. Scheduling

- 1. Services **must** be available as requested during normal business hours. Normal business hours are defined as Monday – Friday, 8:00 am – 5:00 pm Central Time. Pre-scheduled interpreter appointments **must** be in Central Time.
- 2. The Contractor **shall** not delay interpreter services. Services **must** be provided according to DHS requirements, not based on interpreter availability.
 - a. If Contractor’s staff fails to attend a scheduled assignment or provide a qualified substitute, Contractor **shall** reimburse DHS for two (2) hours of Contractor’s hourly fee.
- 3. Once an appointment has been accepted, Contractor is responsible for the appointment. Contractor cannot provide substitutes or outsource without prior written approval from DHS.
- 4. When face-to-face interpreter services are requested, DHS will provide Contractor at least forty-eight (48) hours’ notice prior to the appointment except in unforeseen circumstances identified by DHS. Contractor may be required to provide interpreters with less than forty-eight (48) hours’ notice in case of emergency. Pursuant to such circumstances, Contractor may apply a set fee for expedited services. The expedited services fee **must** be included on the *Official Bid Price Sheet*.
 - a. Contractor **shall** arrive on time to the scheduled appointments.
 - b. Contractor must keep accurate records of all appointments.
- 5. The Contractor **must** allow a fifteen (15) minute grace period to clients after the scheduled appointment time. If the DHS client fails to attend a scheduled appointment after the fifteen (15) minute grace period, DHS may reschedule an appointment for the client within two (2) weeks. If an appointment for the client is not rescheduled within two (2) weeks, the Contractor may charge a cancellation fee to DHS. The cancellation fee **must** be included on the *Official Bid Price Sheet*.

6. If Contractor cancels or fails to attend a scheduled appointment, services will not be billable to DHS. All call-in or cancellation by Contractor's staff **must** be communicated to the DHS requestor a minimum of two (2) hours prior to the start of a scheduled appointment. Contractor **must** provide a replacement interpreter or translator upon DHS request.

H. Professionalism

Contractor and personnel providing services under this IFB **must** wear appropriate attire for the environment and consistently convey professional appearance and behavior.

2.5 PRIVACY AND SECURITY

- A. Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (Ark. Code Ann. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>

- B. Contractor shall disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.
- C. Contractor shall use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this IFB. Contractor shall safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

2.6 REPORTING

Contractor **shall** submit written reports as required during the contract term. The report format shall be determined after the award in cooperation with DHS.

2.7 INSURANCE REQUIREMENTS

- A. Contractor **shall** obtain and maintain insurance for the contract term in the minimum amounts:
 - \$1,000,000 per occurrence
 - \$3,000,000 aggregate, for professional liability, negligence, errors and omissions, and public liability.
- B. The insurance **must** have limits sufficient to cover losses resulting from, or arising out of, Contractor's action or inaction in the performance of the contract by Contractor, its agents, servants, employees, or subcontractors. The insurance **shall** cover and continue to cover all occurrences during the term of this contract and any extensions thereof. The Insurance shall not be modified without DHS approval. Contractor **shall** notify DHS 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.
- C. Prior to contract start and upon request, Contractor **must** submit a current "Certificate of Insurance" to DHS. DHS reserves the right to inspect the original insurance policies held by Contractor. All insurance policies **shall** be with a company licensed by the State of Arkansas to do business and to provide such policies.

2.8 CRIMINAL BACKGROUND CHECKS

Contractor must perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member 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.

2.9 ADDITION OF NEW SERVICE METHODS

DHS intends to obtain for the duration of this contract, or any contract extensions thereof requiring Interpreter Services and/or Translation Services, methods that reflect the industry's latest service technology. DHS recognizes that there will be service technological modifications and improvements that may become available during the life of this contract that may be unavailable on the date of the contract award.

Modified or improved methods for Interpreter Services and Translation Service technologies presented to DHS shall be at pricing parameters similar to the initial *Bid Response* pricing. (i.e. Discounts, Tier Cost, Volume Base, etc). DHS shall have final approval of modified or improved Interpreter Services and Translation Service methods prior to implementation.

2.10 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 Contractor **must** meet 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. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to Performance Standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards.
- C. All changes made to the Performance Standards **shall** become an official part of the contract and continue throughout the contract term. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- D. In the event a Performance Standard is not met, Contractor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond Contractor's control that hindered the performance of services or it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.
- E. 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 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Invoice Submission
 1. All invoices shall be forwarded to the designated DHS staff. Contractor must submit distinct invoices for services provided to each DHS Division or Office. Each invoice must contain the DHS Division or Office's unique Purchase Order number.
 2. Invoices **must** be submitted by the fifth (5th) day of each month for services provided in the prior month. Each invoice must include, at a minimum, the number of minutes spent performing interpretation services and the number of translated words.
 3. Contractor shall submit any reports required by the contract to DHS with the monthly invoicing.
- B. Travel Reimbursement
 1. Reimbursable travel expenses must be approved in writing in advance by the DHS designee.
 2. Translation or interpretation services requiring travel will be reimbursed by the requesting Division/Office at the current state rate on the date of travel. Travel time for on-site visits is included in the two (2) hour time frame if an interpreter is provided. The mileage reimbursement rate may increase or decrease throughout the duration of the contract in accordance with the rate set by the Arkansas Department of Finance and Administration. The current State of Arkansas mileage reimbursement rate is \$0.52 per mile. No additional costs (travel time, lodging, meals, etc.) may be charged to clients.
 3. Travel miles (within a twenty-five (25) mile radius of Contractor's base location for each county up to fifty (50) miles one-way) will begin when Contractor commences a trip from the base location address or last work site, whichever is the shortest distance, to the proposed work site. No travel reimbursement shall be allowed on the return trip.
 4. Contractor **must** submit with the reimbursement request a transcript for the service provided and mileage documentation showing the number of miles from point of origin to destination.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State shall not be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. Other sections of this IFB may contain additional requirements for invoicing.
- E. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors 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 Contractor/Lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and/or defend that party for any liability and/or 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 law 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. Contractor **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. Contractor 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 Contractor.
- 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*, *Organizational or Personal Conflict of Interest* policy as presented in *Attachment G*, and *Combined Certifications* in *Attachment B*.

ALL CONTRACTOR 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 Contractor-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. Contractor **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 Contractor-owned items.
- B. Contractor'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 Contractor's gross negligence or willful misconduct; 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. Contractor 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 Contractor's gross negligence or willful misconduct;

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. Contractor agrees that any claims against the State, whether sounding in tort or 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. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
3. Contractor **shall** notify the State of any changes, modifications, or renewals for the performance bond during the contract term. The performance bond documentation **must** be provided to the State with each required notice.
4. Failure to provide documentation is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

3.6 RECORD RETENTION

- A. Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by 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 IFB may contain additional requirements regarding record retention.

3.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal. Contractor **must** provide 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.
- B. Increases **shall not** be considered to increase profit or margins. OP **shall** have the right to approve or deny the request.

3.8 CONFIDENTIALITY

- A. Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and requirements set forth in this IFB 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. Other sections of this IFB may contain additional confidentiality requirements.

3.9 CONTRACT INTERPRETATION

Should the State and Contractor 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 if Contractor fails to perform its obligations under the contract. The State **shall** give Contractor written notice specifying the terms for cancellation at least thirty (30) days prior to the proposed cancellation date. In any written notice of cancellation for cause, the State will advise Contractor of the reasons for cancellation and may provide Contractor an opportunity to cure the identified deficiencies prior to the proposed cancellation date. The parties may agree to reasonable contract modifications to avoid cancellation for cause to the extent permitted by law.
- 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 State 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 Contractor **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 submission deadline. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the IFB. 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 IFB. 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 IFB.
5. **QUANTITIES:** Quantities stated in an IFB 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 IFB, any catalog brand name or manufacturer reference used in the IFB 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, and 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 IFB. 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 IFB. 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 and 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 of 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 and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list 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 completion of all 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 IFB; (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, 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 the 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 State 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, 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 IFB, Contractor named on the *Bid Signature Page*, 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.