



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0017	Solicitation Issued:	09/18/2018
Description:	Paternity Testing		
Agency:	Office of Child Support Enforcement (OSCE)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	October 12, 2018	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>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.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Judy Shirley, CPPB	Buyer's Direct Phone Number:	501-324-9314
Email Address:	Judy.shirley@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Office of Child Support Enforcement (AOCSE) to obtain Paternity Testing services for all Title IV-D cases throughout multiple locations in and outside the State of Arkansas.

1.2 TYPE OF CONTRACT

- A. As a result, of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is January 1, 2018 except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. **TERMS USED IN THIS INVITATION FOR BID:**

The State Procurement Official has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point or item in question.

Agency PA - Arkansas Department of Finance and Administration
 AOCSE - Arkansas Office of Child Support Enforcement (State Level)
 DFA - Arkansas Department of Finance and Administration
 DHS - Arkansas Department of Human Services (State Level)
 DOB - Date of Birth
 FC - Foster Care
 FFP - Federal Financial Participation
 HHS -- Health and Human Services (Federal Level)
 IV-A - Title IV-A of the Social Security Act
 IV-D - Title IV-D of the Social Security Act
 IV-E - Title IV-E of the Social Security Act
 OCSE - Office of Child support Enforcement (Federal Level)
 Ordering Agency - Arkansas Office of Child Support Enforcement
 OSP - Arkansas Office of State Procurement
 TEA - Transitional Employment Assistance
 UIFSA - Uniform Interstate Family Support Act

Definition of Terms

AABB – An organization formerly known as the American Association of Blood Banks, they are the primary resource for testing standards, education, and accreditation for laboratories and relationship (DNA) testing facilities.

Applicant/Recipient - An individual listed on the IV-A or TEA application for services for whom public assistance is being requested and whose right to support for himself/herself and any dependent children has been assigned by operation of law. In the IV-D case, this is the program participant, and may also be termed the custodial parent.

Arkansas Office of Child Support Enforcement (AOCSE) - The Arkansas Office of Child Support Enforcement, Department of Finance and Administration, is responsible for administration of the IV-D Program for the State of Arkansas.

Central Registry - A federally mandated function in which the State must provide one central unit to receive and manage intergovernmental or UIFSA cases received from other states or IV-D jurisdictions.

Establishment - In the absence of a court order for child support, actions taken to establish paternity and/or to obtain a court order for child support.

Federal Financial Participation (FFP) - Federal reimbursement paid to the state IV-D agency to offset program and administrative costs. FFP is determined as a percentage of costs expended by the State. Normal FFP is 66%.

Fee - A monetary charge assessed against and paid to the IV-D agency as reimbursement for services.

Intergovernmental Case - A IV-D case in which either the program participant or the noncustodial parent resides in another State, Tribe, or from Foreign Reciprocating Country and the case has been referred from or to the IV-D agency in that state for IV-D services.

Intergovernmental Referral - The administrative process of referring a IV-D case to, or receiving a IV-D case from, the IV-D agency in another State, Tribe, or from a Foreign Reciprocating Country for the provision of IV-D services to the case.

IV-A or TANF Worker - The TEA caseworker responsible for the eligibility determination, monitoring and maintenance for a TEA case.

IV-D Services - Child support services provided by the IV-D agency as mandated under federal laws and regulations to include locating noncustodial parents, determining paternity, establishing, enforcing and modifying child/medical support orders.

Non-TEA Case - A IV-D case in which an application for IV-D services has been received and the program participant is not a current recipient of TEA or Medicaid benefits.

Non- IV-D Case - A child support case in which child support has been ordered by the court, but in which no assignment or application for IV-D services has been received.

Noncustodial Parent - The legal or natural parent of a dependent minor child who does not reside in the household with the child and who owes an obligation of child support.

Obligor/Payor - Most commonly, the noncustodial parent who owes an obligation of support. In some instances, this may also refer to a program participant who has improperly received and retained support (overpayment that must be repaid).

Office of Child Support Enforcement (OCSE) - The federal agency under the Department of Health and Human Services, Administration for Children and Families, responsible for national administration of the IV-D program.

Paternity - In a child support case where fatherhood of a child has not been legally established, actions taken to establish parentage between the child and the putative father.

Payment - Collections received by the IV-D agency from an obligor that are receipted, processed and distributed to various accounts (e.g., fees, cost recovery, support, arrears).

Performance (Program) Standards - State and federal mandated time frames and performance criteria for casework and legal activities.

Putative Father - In a case where paternity for a dependent child has not been established, an individual who is alleged (but not proven) to be the father of the child. Also referred to as alleged father.

Temporary Assistance for Needy Families (TANF) - Federal block grant program. The TANF block grant is made available to the states under the Personal Responsibility and Work Opportunity Reconciliation Act (P.L. 104-193) .

Transitional Employment Assistance Program (TEA) - Under the TANF block grant the TEA Program is administered through DHS. TEA is based upon the goal of moving people from welfare to work. In Arkansas IV-D terminology, TEA and TANF may be used interchangeably.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original Bid Response Packet.
 - a. One (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. *Voluntary Product Accessibility Template (VPAT)*. (See *Technology Access*.)
 - e. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- B. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- C. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- D. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **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.

1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 120 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 **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:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants 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.

1.13 **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 so redacting any information contained in the response, the 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.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. 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 the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. 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.

1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 **AWARD PROCESS**

- A. Successful Contractor Selection
 - 1. Award will be made to the lowest-bidding, responsible Prospective Contractor on an **ALL OR NONE GRAND TOTAL** basis.
- B. Negotiations
 - 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. 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-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.
- C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective 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 day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

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

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 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*.

1.19 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.22 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". Bids submitted by Prospective Contractors determined to be non-responsible will be disqualified.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.

6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor’s commodity or service **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.

1.25 VISA ACCEPTANCE

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

1.26 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s bid to be disqualified.

1.27 RESERVATION

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

SECTION 2 – REQUIREMENTS

- *Do not provide responses to items in this section unless specifically and expressly required.*

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Office of Child Support Enforcement (AOCSE) to obtain pricing and a contract for Paternity Testing.

Prospective Contractors are invited to submit pricing for Title IV-D cases where such testing is required. The successful Contractor is required to perform tests for genetic markers or systems which are cost efficient, reliable, non-controversial and which will yield a statistically valid probability of paternity of 99% or more.

2.2 LABORATORY TESTING RESULT(S) DELIVERY

AS SHOWN ON THE P.O.

The agency requests laboratory testing results within fifteen (15) business days after collection of the test sample. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the testing results in the ordering agency's designated location. (See Official Bid Price Sheet.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

2.3 CONTRACTOR MINIMUM REQUIREMENTS

A. Genetic Testing

1. Genetic Testing **must** be of the DNA type, including the following:
 - RFLP (Restriction Fragment Length Polymorphism)
 - PCR (Polymerase Chain Reaction) procedures
 - Mitochondrial DNA (mtDNA)
 - Y-Chromosome Testing (Y-STR)
 - Kinship testing when the NCP is deceased
 - Double-Blind testing
 - Multiple exclusions
 - Or the newest DNA testing technology approved by the AABB.
 - (a) Contractor **shall** follow standards established in most current version of AABB's "Standards for Relationship Testing Laboratories" including use of appropriate controls. Standards may be found at: www.aabb.org/standards.
 - (b) During the term of the contract, Contractor **shall** regularly review, and update practice as needed to ensure compliance with most current version of these standards as they are made available by AABB. Reviews shall be made as frequent as necessary to maintain accreditation.
2. The primary method for obtaining specimen collections should be non-invasive or minimally invasive means such as Buccal swabs.
 - DNA analysis be employed as the testing technology of choice.
 - Testing at the stated price **must** continue until exclusion or 99% probability is reached.
3. Submit a cost per test for DNA testing.
 - The capability to do testing when the specimen from each individual, is drawn at different times or locations is required.
 - Any additional cost associated with this procedure **must** be included in the per test pricing submitted.
 - Name and location of reference lab **must** be furnished if testing is not done on site.
 - In cases where genetic samples have previously been collected and retesting or a new referral is made,

- the Contractor may use the existing genetic samples for testing comparison and conclusion.
- When any individual has been previously tested (on the current or on another case) and the previous results are reused, and additional testing is neither required nor conducted, the Contractor **shall** not bill AOCSE a fee for that reuse of test results.
 - When in a new case, AABB protocol requires new testing of an individual who was tested in a previous case, completing the new testing qualifies for and will be paid by AOCSE under the terms of the contract.
4. The Contractor **shall** provide site location(s) for obtaining specimens throughout the State of Arkansas in each county where child support offices are located AOCSE offices will not be utilized for the collection of specimens. (See Attachment #1 for a list of counties where AOCSE offices are located and the estimated quantities of testing per location.)
- Dates and times for obtaining specimens are to be set at the convenience of AOCSE in consultation with Contractor.
 - The Contractor is responsible for the collection, preservation, and the preparation of all specimens.
 - Contractor **must** be able to collect specimens, as needed, from the various correctional facilities located within the State of Arkansas.
 - The cost of collection, preservation, transportation and preparation of all specimens will be borne by the Contractor.
 - The State and DFA **shall** be held harmless from any injury arising out of the process or facility used to obtain specimens.
 - Out of state Contractor's **must** state how such services will be provided.
 - Items **shall** be sealed and packaged in a manner to protect contents from damage and degradation during shipment, handling and storage.
 - AOCSE Field Office locations may change either by additions or deletions, during the life of any resultant contract resulting from this IFB.
 - Prior to Anticipation to Award, or when requested by OSP or AOCSE, a visit may be requested to the Prospective Contractor's site location to view the submission procedures. AOCSE will be responsible for their travel expenses to the Prospective Contractor's location site.
5. Contractor **must** provide DNA testing services in intergovernmental cases, i.e. cases where one or more of the parties reside in another state.
6. Contractor **must** provide fully qualified expert witnesses who have conducted genetic testing or supervised those who have conducted testing to testify in any legal proceeding concerning questions of paternity.
- It is required that the Contractor provide expert witnesses as needed at no additional cost to AOCSE.
 - Such witnesses **must** be available upon a two (2)-week notice by AOCSE to testify in proceedings in any of Arkansas's 75 counties.
 - Prospective Contractor should submit, with bid submission, a summary of academic and work history for expert witnesses.
7. Make staff available for telephone depositions whenever required.
8. Respond to written interrogatories in the manner and time period requested by AOCSE.
9. All orders placed against the contract shall be in the form of an agency issued purchase order on an as required basis.

B. Technical Support

1. The Contractor **must** provide technical assistance to staff of AOCSE personnel, concerning paternity testing and procedures.
2. The Contractor **shall** provide statewide support in a timely manner.

3. The Contractor should provide a Toll-Free Assistance line or allow for collect calls to be accepted Monday thru Friday, five (5) days per week, between the hours of 8:00 A.M. and 4:30 P.M. (CST). Technical knowledgeable personnel **must** be available during these hours to answer questions and provide assistance to, the staff of the ordering entities.

TECH SUPPORT NUMBER: _____

C. Technology Upgrade/Additions

1. The State intends to obtain for the duration of this contract or any contract extensions thereof, paternity testing services that reflect the industry's latest technology.
2. The State recognizes that there will be technological modifications and improvements that will become available during the life of this contract that will be unavailable on the date of contract award.
3. Paternity testing service changes due to industry change will be invoiced at the current contract price.

D. Reporting Requirements

1. The Contractor is required to prepare and send to AOCSE an electronic report of the results of each test performed by the laboratory, within fifteen (15) business days after the collection of the tissue sample of the last person in the case.
 - The report **must** identify:
 - (a) the parties
 - (b) the date the specimen was taken and tested
 - (c) the results and conclusions drawn from the analysis
 - (d) and **must** include an affidavit signed before a notary public by the duly qualified expert conducting the test or under whose supervision or direction the test and analysis have been performed.
 - An interpretation of the data **must** be presented to include paternity for the putative father or; inconclusive or non-informative results for exclusion or; inability to exclude paternity for the putative father.
 - In cases of non-exclusion, results of computations for the probability of paternity for a putative father must be presented. If ABO, RH or DNA testing results in exclusion of the putative father, it **must** be reported as such.
2. The report **must** be clear and concise and capable of being understood by a layperson. Reports **shall** be submitted electronically in a manner compatible with AOCSE's Information System platform and by imaged or hardcopy format as needed.
3. The Contractor **shall** provide, to each AOCSE local office, no later than five (5) business days after the end of each month, a summation of genetic testing statistics, to be made available in Excel format. This report **must** include:
 - The names of all parties from who samples were obtained in the previous month.
 - Dates of collection for each party.
 - The results in cases where genetic testing was concluded.
 - The AOCSE case numbers.
 - The number of days from date of referral to date testing results were sent to the referring AOCSE office.
 - The name and/or code number of the local office.
 - The number of tests that resulted in inclusions greater than 99% probability of paternity.
 - The number of cases wherein the putative or alleged father was excluded.
 - The number of cases still pending.
4. Final details or any additional items will be determined and mutually agreed upon between agency and Contractor.

E. License/Regulations Requirements

Copies of the following license(s) and accreditation should be submitted with the bid response or when requested by OSP/AOCSE, prior to Anticipation to Award:

- Accreditation by the AABB (American Association of Blood Banks).
- Certification or accreditation by the College of American Pathologists (CAP) for the current year.
- Contractor **shall** maintain, for the term of the contract, the certification or accreditation throughout the contract period.
- Upon expiration or loss of accreditation, Contractor **shall** immediately notify AOCSE.
- Loss of accreditation or failure to notify the agency may result in immediate cancellation of the contract.
- Contractor **shall** comply with all relevant federal regulations appearing in 45 CFR 303.7 which states in part at (e)(1) that the IV-D agency in the responding state **must** pay for the costs of genetic testing in actions to establish paternity.
- Accreditation to be provided by the contractor, within (72) hours, when requested by OSP and/or AOCSE prior to award.

F. Chain of Custody and Photography Requirements

The Contractor will be required to provide a comprehensive chain of custody including the positive identification and photograph of the parties.

- Documentation of the chain of custody of samples taken from test subjects **must** be provided with each report of results.
- Documentation **must** include an affidavit of one (1) person witnessing the procedure or extraction, packaging, and mailing of the samples and by one (1) person signing for receipt of the samples at the place where the samples are subject to the testing procedure.
- Contractor **must** provide all supplies necessary for the photographic and/or digital identification of all parties, and for the collection, preservation and preparation of specimens at no additional cost to the State.
- All photographs taken of test subjects **must** be reasonably clear so as to provide a means of visually identifying the person photographed.

G. Staff Requirements

1. The Contractor **must** provide the services of a qualified and experienced testing staff.
2. The Contractor **shall** perform certified background checks on all employees performing services under the contract, whose duties may require the employee to have contact with adults and children to be tested.
3. Such background checks will include a check of the State of Arkansas Sex Offender Registry.
4. Individuals listed in the registry **shall** be prevented from direct contact in the service of an awarded state contract, but, may provide support or off-site premises service for contract vendors, at the discretion of the Contractor.
5. Should an individual be identified, and the Contractor believes their employee's service does not represent a conflict with this requirement, the vendor may apply to the agency for an exception to the requirement solicitation.
6. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.
7. By Agency's request, the Contractor **shall** provide a list of all employees serving an awarded contract and certify adherence to the background check requirement.
8. Individuals found in the central registry in violation of the terms stated, **shall** be immediately prevented from a return to state property in service of a contract award.

9. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Contractor to penalty, including contract cancellation for cause.
10. The successful Contractor agrees to defend, indemnify and hold harmless the AOCSE, its Officers, Directors, and employees for any claims, suits or proceedings alleging a breach of this warranty.
11. Due to the critical and sensitive nature of the work of the AOCSE, Contractor's employees are required to wear company uniforms identifying the awarded company name, including an attached picture identification badge, when services are required under the contract at any location where test samples are collected.
12. The Contractor will be requested to provide AOCSE with updated list of authorized employees to provide testing.

H. Invoicing (Additional information in Section 3.1)

1. The Contractor **must** have implemented procedures in place for invoicing AOCSE per a monthly basis.
2. Invoicing to include:
 - Identify all parties tested on each test
 - Date of test
 - Location of test
3. Invoices **must** identify an itemized list of all charges reflecting:
 - Agency's purchase order number
 - Quantity
 - Contract Number (SP-18-0114)
 - Description
 - Unit Price
4. As general policy, statements **shall** be forwarded to the designated representative by the 15th day of the following month.
5. The invoice, invoice remit, and summary may be submitted in either electronic (preferable) or paper form.
6. Contractor agrees to perform the necessary testing and invoice the responding jurisdiction directly in cases where AOCSE is the initiating jurisdiction, in conformance with regulations.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.

- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Contractor shall provide reports as required by this IFB.	Contractor shall provide adequate information and reports as stated in the IFB.	<ul style="list-style-type: none"> • 5% reduction of monthly invoice. • Failure to provide required services may result in a below standard VPR being written.
Contractor shall provide correct invoicing.	Contractor shall provide invoicing information that is correct, verifiable, and received in a timely manner as stated in the IFB. Invoicing information shall be verified through reporting information.	<ul style="list-style-type: none"> • 5% reduction of monthly invoice. • Failure to provide required services may result in a below standard VPR being written.
Contractor shall provide testing results as required by times as stated in the IFB.	Contractor shall provide testing results as required by timelines as stated in the IFB.	<ul style="list-style-type: none"> • Late testing results or results that are found to be inadequate are to be retested at no cost to AOCSE. • Failure to provide required services may result in a below standard VPR being written.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Office of Child Support Enforcement
Accounts Payable
P. O. Box 8133
Little Rock, AR 72203
Email: Accounts.payable@ocse.arkansas.gov

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. 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:
 - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 **CONDITIONS OF CONTRACT**

- A. 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. 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.

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. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; 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 **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP 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. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

3.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of 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 has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 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 is final and controlling.

3.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** 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 the Office of State Procurement 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 his 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 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. Contractor **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, 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 the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate 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*. The 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. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one 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 the 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 the 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 the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **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 the Contractor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 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 the 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 the Office of State Procurement 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. The Contractor **must** give written notice to the Office of State Procurement 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:** The 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 the Contractor hereunder or in contemplation hereof or developed by the 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 the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The 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 the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the 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 the 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, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the 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, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person 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 the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the 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.