



# 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-19-0065	Solicitation Issued:	5/15/2019
Description:	Inmate Transportation Services		
Agency:	Arkansas Community Corrections		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	June 13, 2019	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 7<sup>th</sup> 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></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"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	Heather.Bailey@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **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 Department of Community Correction (ACC) to seek qualified Private Inmate Transport Contractor(s) to provide inmate transportation services. Inmate transportation services comprises of retrieving an inmate from a county or state detention center in another state and bringing that inmate to a county or state detention center in Arkansas.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a contract up to three (3) Contractors.
- B. The anticipated starting date for any resulting contract is July 1, 2019, 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 rejected 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. "ARDOT" is the Arkansas Department of Transportation.
- K. "Crime of Violence" means an offense that is a felony and has an element use, attempted use, or threatened use of physical force against the person or property of another, or that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.
- L. "FMCSA" is the Federal Motor Carrier Safety Administration.
- M. "Inmate" means a person legally held in a prison or detention center as punishment for crimes they have committed or while awaiting trial.
- N. "Private Inmate Transport Contractor" means any entity, other than the United States, a state, or an inferior political subdivision of a State, that engages in the business of transporting, for compensation, individuals committed to the custody of any State or an inferior political subdivision of a State, or any attempt thereof.
- O. "Scheduled Stop" for this IFB means a predetermined stop at a state, local or private correctional facility for the purpose of loading or unloading inmate(s) or using such facilities for overnight, meal, or restroom breaks.
- P. "Supervising Individual" means a person employed by the contracting entity to transport inmate(s) from one location to another.
- Q. "Transport" means to move an inmate within, into, out of, or through a state.
- R. "USDOT" is the United States Department of Transportation.
- S. "Violent Inmate" means any individual in the custody of the state or an inferior political subdivision of a state who has previously been convicted of or is currently charged with a crime of violence or any similar statute of a State or the inferior political subdivisions of a State, or any attempt thereof.

## 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 rejected.
    - 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* as a hard copy and as an electronic copy, on a flash drive and in PDF format.
  - a. One (1) copy of the *Official Bid Price Sheet*,
  - 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. 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. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before May 23, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on May 29, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. 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.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. 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.
- E. 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 90 days following the bid opening.
- C. Contractor **shall** list all costs in either Table A: Ground Transportation or Table B: Food and Lodging on the *Official Bid Price Sheet*. Table A: Ground Transportation and Table B: Food and Lodging will be used in low cost determination.
  - 1. Table A: Ground Transportation
    - a. Contractor **shall** list the surcharge (Contractor cost) for transporting inmate(s) from another state to Arkansas. The surcharge **must** cover all costs associated with inmate transportation, including the cost of one (1) guard.
    - b. Mileage **must** be charged on a fixed rate per mile from the pickup point to the drop-off point based on Rand McNally Road Atlas or an agency approved mileage calculation program.
  - 2. Table B: Food and Lodging
    - a. Contractor **shall** list costs for one inmate to have two (2) meals and one (1) snack, plus one (1) night of lodging.
  - 3. Costs in Tables A and B on the *Official Bid Price Sheet* are hypothetical scenarios only for use in Low Cost comparison. Mileage and number of meals and lodging will be determined on a case by case basis. Contractor **shall** provide all necessary elements per transport.
  - 4. Contractors will be listed in priority order from lowest (lowest ground transportation and food and lodging costs) to highest. When ACC is in need of inmate transportation, they will reach out to the Contractor who is lowest cost and keep going down the list until a Contractor is located to transport an inmate(s).
- D. Contractor **shall** list Other Costs on the *Official Bid Price Sheet*. Table C: Additional costs and Table D: Discount will not be used for low cost determination.
  - 1. Table C: Additional costs
    - a. Contractor **shall** list additional costs on Table C on the *Official Bid Price Sheet*. Table C will not be used in low cost determination. The additional costs and surcharges may include, cancellation per transport, attempted pickup per attempt, medical or special needs per inmate, a surcharge for an additional guard and a rural state pickup.
  - 2. Table D: Discount
    - a. Contractor **shall** list a per inmate discount for each additional inmate in a single transport.
- E. For costs related to air transport, any cost not identified by the bidder but subsequently incurred in order to achieve transportation services **must** be borne by the bidder if not agreed to by ACC (i.e. inmate needs medical attention during transport).
- F. 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 up to three (3) Prospective Contractors who meet the lowest-bidding, qualified, responsible Prospective Contractor(s) criteria on a 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. 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](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.
- E. System of Selection of Transportation Contractor
  - 1. If a Contractor meets all requirements, they will be awarded a contract.

- a. When ACC needs inmate transportation services, the lowest responsible, responsive bidder will be the first Contractor contacted by ACC.
- b. Should that Contractor not be available to transport that particular inmate, then ACC will contact the next lowest responsible, responsive bidder to transport the inmate.
- c. The process of contacting the next lowest responsible, responsive bidder will continue until transportation services for the inmate can be arranged.

**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 91<sup>st</sup> 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 **must** 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. 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 rejected.

**1.23 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.

**1.24 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.

**1.25 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 rejected.

**1.26 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 Department of Community Correction (ACC) to seek qualified Private Inmate Transport Contractor(s) to provide inmate transportation services. Inmate transportation services comprises of retrieving an inmate from a county or state detention center in another state and bringing that inmate to a county or state detention center in Arkansas.

Under the current seven (7) year contract, approximately fifteen percent (15%) of the inmates transported are transported from Arkansas's surrounding states (Louisiana, Mississippi, Missouri, Oklahoma, Tennessee and Texas) with the remaining coming from states within the continental United States. Ninety-one percent (91%) of the transported inmates are male and nine percent (9%) are female.

### **2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. Prospective Contractor **shall** have at least one (1) year of experience transporting inmate(s).
- B. Prospective Contractor **shall** provide evidence of a "Satisfactory" rating with the USDOT to OSP with the bid submission. "Conditional" ratings will not be acceptable. Throughout life of contract and upon request by ACC, Contractor **shall** provide evidence of "Satisfactory" rating within one (1) business day of request.

### **2.3 GENERAL REQUIREMENTS AND RESPONSIBILITIES**

- A. Contractor **shall** demonstrate compliance with all applicable codes, whether local, State or federal and acquire all permits or licenses required for providing transportation of inmate(s) without cost to the agency.
- B. Contractor **shall** assume full responsibility for the safety and security of inmate(s) in the Contractor's custody.
- C. Contractor **shall** be able to transport inmate(s) with medical needs (i.e. physical disability, diabetes, etc.).
- D. Contractor **shall** be able to transport inmate(s) who are from the United States and foreign countries.
- E. Contractor **shall** be adept in safety and security and be equipped with restraints to transport high-risk individuals from maximum security facilities.
- F. Contractor **shall** separate male and female inmate(s) when transporting at the same time to avoid high risk situations.
- G. Contractor **shall** transport inmate(s), by air and/or ground, within the United States.
  - 1. If air extradition is required, the following **must** apply:
    - a. Contractor **shall** notify the Administrative Specialist at ACC of the current commercial coach fare rate at the time service is needed and submit a request that includes airfare, costs, meals, snacks, and ground transportation to and from the airport and any additional costs that will be needed for air extradition. Currently, the notification **must** be sent to Jessica Hollingshead, 105 West Capitol Avenue, 3<sup>rd</sup> Floor, Little Rock, AR 72201, [Jessica.Hollingshead@arkansas.gov](mailto:Jessica.Hollingshead@arkansas.gov), for approval by Mr. Jerry Bradshaw, Deputy Director of Parole and Probation.
    - b. Contractor **shall** make the necessary arrangements with a commercial airline and **shall** also provide the required number of security personnel to transport the inmate(s).
    - c. Request **must** consist of one (1) roundtrip ticket for security personnel and a one (1) way ticket for the inmate(s). As determined by ACC, in the event additional security is required, the airfare will increase by the number of security personnel required.
    - d. Contractor **shall** then coordinate with ACC to arrange for payment and transportation from ACC.

- H. Contractor **shall** provide both meals and snacks for inmate(s) being transported more than six (6) hours at a time.
- I. Contractor **shall** provide all manpower and restraints required by USDOT, for movement from door-to-door. Restraints include, but are not limited to:
1. Double Locking Handcuffs
  2. Leg irons
  3. Waist chains
  4. Cuffs with waist chains
  5. Leg restraints
  6. Flex cuffs
  7. Leg braces
- J. Contractor **shall** act on behalf of the Arkansas Department of Community Correction in accordance with the following:
- a. Uniform Criminal Extradition Act, [Title 18 of the U.S. Code Section 3182](#)
  - b. Interstate Commission for Adult Offender Supervision, pursuant to ACA §12-51-101, et seq. *See Attachment B: Interstate Commission for Adult Offender Supervision*
  - c. All existing Interstate Compact agreements with the State of Arkansas
  - d. All existing Interstate Extradition agreements with the State of Arkansas
  - e. Transportation of Dangerous Criminals Act. *See Attachment A Transportation of Dangerous Criminals Act.*
  - f. Maximum driving time provisions set forth in the U.S. Department of Transportation (USDOT) regulations in [49 CFR 395.3](#).
- K. Per the Interstate Compact Agreement, Contractor **shall** have a maximum of ten (10) days to pick up inmate(s) from the pickup location from the time of notification by ACC, if ACC is not requesting a specific date and time for pickup.
- L. Contractor **shall** pick up inmate(s) on a specific date and time for release from an out-of-state prison for court appearances in Arkansas.

## 2.4 **INSURANCE REQUIREMENTS**

- A. With bid submission and annually thereafter, Contractor **shall** provide the following proofs of insurance:
1. Proof of liability insurance with a minimum of \$150,000 per occurrence.
  2. State Worker's compensation insurance, including civil rights violations and sexual assaults, with a limit of \$1,000,000,000.
  3. Professional liability insurance, including civil rights violations and sexual assaults, with a limit of \$1,000,000.
  4. Comprehensive automobile liability insurance with a combined single limit per occurrence of \$1,500,000 for each vehicle with a capacity of less than fifteen (15) people, including the driver.

5. Comprehensive automobile liability insurance with a combined single limit per occurrence of \$3,000,000 for each vehicle with a capacity of more than sixteen (16) people, including the driver.
  6. Commercial general liability insurance with a minimum combined single limit of \$3,000,000 for each occurrence, including excess umbrella coverage.
  7. Proofs of insurance **must** be submitted electronically on an annual basis by April 22<sup>nd</sup> of each year to Jessica Hollingshead, [Jessica.Hollingshead@arkansas.gov](mailto:Jessica.Hollingshead@arkansas.gov), or as determined by ACC.
- B. Contractor **shall** provide proper documentation for all policies to confirm coverages apply specifically to prisoner transportation, including the auto liability insurance coverages required by the USDOT to OSP with bid submission. Contractor **shall** provide the information requested above electronically to ACC within one (1) business day of request throughout the term of the contract.

## 2.5 **CONTRACTOR REQUIREMENTS**

### A. Pre-employment Screening

1. Contractor **shall** adopt pre-employment screening measures for all potential employees. According to §13726b, the Federal regulation of prisoner transport companies, pre-employment screenings **must** include:
    - a. A fingerprint-based criminal background check and drug screening that disqualifies a person with either a prior felony conviction or a State or Federal conviction for a misdemeanor crime of domestic violence as defined in [18 U.S.C. 921](https://www.uscourts.gov/18-usc-921).
    - b. A driving record check to determine no moving violations or other vehicle violations have been punishable as a serious misdemeanor or other greater offense.
    - c. A Credit Report check.
    - d. A physical exam by a certified Arkansas Department of Transportation (ARDOT) provider. To find locations, click <https://www.dotexamlocations.com/ar/arkansas-urgent-care>.
    - e. A Commercial Driver's License (CDL) for any drivers operating a vehicle designated to carry sixteen (16) or more passengers, including the driver.
    - f. A personal interview.
  2. Contractor **shall not** hire a potential employee who fails to pass any screening measure.
- B. Employee Training Regulations mandated by the U.S. Department of Justice, see section §97.12 of the [Establishment of Minimum Safety and Security Standards for Private Companies That Transport Violent Prisoners](#).
1. Contractor **shall** provide US Department of Justice approved employee training.
  2. Contractor employees **shall** receive up to one hundred (100) hours of US Department of Justice approved training related to the transportation of inmate(s) before the employee can begin the transport of inmate(s). Training **must** be in the following areas:
    - a. Use of restraints.
    - b. Searches of inmate(s).
    - c. Use of force, which includes maintaining control of the situation or defending one's life with the use of weapons and firearms if necessary.
    - d. Cardiopulmonary Resuscitation (CPR).

- e. Map reading.
- f. Defensive driving.

C. Maximum Driving Time

1. Contractor employees **shall** adhere to the maximum driving time provisions applicable to commercial motor vehicle operators, as set forth in U.S. Department of Transportation regulations at [49 CFR 395.3](#), which will apply regardless of whether Contractor is following regulations authorized by U.S. Department of Transportation.

D. Guard-to-Inmate Ratio

1. Contractor **shall** adhere to minimum standards of 1:6, which is one guard to every six (6) violent inmate(s).

E. Employee Uniforms and Identification

1. Uniforms **must** be readily distinguishable in style and color from official uniforms worn by United States Department of Justice employees who transport violent offenders.
2. Uniforms **must** prominently feature a badge or insignia that identifies the employee as an inmate transportation employee.
3. Uniforms **must** be worn at all times while the employee is engaged in the transportation of violent inmate(s).
4. Employee identification credentials **must** clearly identify the employee as a transportation employee.
  - a. Credentials **must** have:
    1. A photograph of employee, which **must** be at least one-inch (1") square.
    2. A printed personal description of the employee, including:
      - a. Employee name.
      - b. Signature of employee.
      - c. Date of issuance.
5. Employee **shall** display proper identification credentials on his or her uniform and ensure that the identification is visible at all times during the transportation of violent inmate(s).

**2.6 INMATE REQUIREMENTS**

- A. Contractor **shall** ensure that all violent inmate(s) transported by the Contractor are clothed in brightly colored clothing that clearly identifies them as violent inmate(s), unless security or other specific considerations make such a requirement inappropriate.
- B. Contractor **shall**, at minimum, require that violent inmate(s) be transported wearing handcuffs, leg irons, and waist chains unless the use of all three restraints would create a serious health risk to the inmate, or extenuating circumstances (such as pregnancy or physical disability) make the use of all three restraints impracticable.
- C. Contractor **shall** be responsible for ensuring that necessary handicap aids, as well as prescription medicines are transported and made available to a handicapped inmate as directed by the physician orders in inmate file.

**2.7 GENERAL TRANSPORTATION SAFETY REQUIREMENTS**

- A. Contractor **shall** notify local law enforcement officials twenty-four (24) hours in advance of any scheduled stop in their jurisdiction.
- B. A scheduled stop does not include routine fuel stops or emergency stops.
- C. Contractor **shall** be equipped with active and working cell phones, radios and/or satellite phones to provide immediate notification to law enforcement in the event of an inmate escape.
- D. In the event of the escape of a violent inmate, Contractor **shall**:
  - 1. Ensure the safety and security of the remaining inmate(s).
  - 2. Provide notification within fifteen (15) minutes to the appropriate state and local law enforcement officials.
  - 3. Provide notification, as soon as practicable, to the government entity or the privately-run incarceration facility that contracted the Contractor.
  - 4. Provide complete descriptions of the escapee and the circumstances surrounding the escape to state and local law enforcement officials.

**2.8 STATE AND FEDERAL SAFETY COMPLIANCE**

- A. Contractor **shall** comply with applicable State and Federal laws that govern the safety of violent inmate(s) during transport.
- B. Contractor **shall** ensure policies, practices, and procedures are in effect to ensure the health and physical safety of the inmate(s) during transport.
- C. Contractor **shall** search and restrain inmate(s) in a professional, systematic, methodical and consistent manner.
- D. Contractor **shall** have qualified employees to dispense medication.
- E. Contractor **shall** have employees certified in CPR and emergency first-aid.
- F. Contractor **shall** have protective measures in place to ensure that all vehicles are safe, well-maintained, and equipped with a siren(s).
- G. Contractor **shall** ensure vehicles are equipped with efficient communications systems that are capable of immediately notifying state and local law enforcement in the event of an inmate escape.
- H. Contractor **shall** ensure vehicles are equipped with the following:
  - 1. First-Aid Kit
  - 2. Extra blankets
- I. Contractor **shall** ensure policies, practices, and procedures are in effect to prohibit the mistreatment of inmate(s), including, but not limited to:
  - 1. Prohibition against covering an inmate's mouth with tape.
  - 2. Use of excessive force.
  - 3. Sexual misconduct.
  - 4. Seating arrangements to accommodate troublesome inmate(s).

- J. Contractor **shall** ensure policies, practices, and procedures are in effect to ensure that juvenile inmate(s) are separated from adult inmate(s) during transportation, where practicable.
- K. Contractor **shall** ensure policies, practices, and procedures are in effect to ensure that female inmate(s) are separated from male inmate(s) during transportation, where practicable.
- L. Contractor **shall** ensure policies, practices, and procedures are in effect to ensure that female guards are on duty to supervise the transportation of female violent inmate(s), where practicable.
- M. Contractor **shall** ensure Contractor employees are trained in the handling and restraint of inmate(s), including the proper use of firearms and other restraint devices, and have received specialized training in the area of sexual harassment.
- N. Contractor and Contractor employees **shall** be responsible for taking reasonable measures to insure the wellbeing of inmate(s) in the custody of the Contractor employee, including, but not limited to:
  - 1. Necessary stops for restroom and meals.
  - 2. Proper heating and ventilation of the transport vehicle.
  - 3. Climate-appropriate uniforms.
  - 4. Prohibitions on use of any kind of tobacco or tobacco product in the transport vehicle.
- O. Contractor **shall** have a supervising individual in each vehicle in which one or more inmate(s) are being transported.
- P. Contractor **shall** maintain a log book that documents for each inmate:
  - 1. Name, date of birth, social security number and any prescribed medication.
  - 2. Name of jurisdictional authority authorizing the transportation, the date and time that the inmate was first picked up, and the date and time that the inmate was released to a jurisdictional authority.
  - 3. Date, time, length, and purpose of any stop made by the vehicle transporting any inmate.
  - 4. Information concerning any injuries suffered by the inmate while being transported.
- Q. Contractor **shall** ensure that inmate be shackled and placed in a transport belt or chains with handcuffs and **shall** be under the observation of at least one supervising individual who **shall** remain awake.
- R. Contractor **shall** ensure inmate is wearing a seat belt.
- S. Contractor **shall not** be shackled to another inmate.
- T. Contractor supervising individual **shall** surrender for inspection the log book, within three (3) business days as requested by ACC.

## 2.9 VEHICLE AND VEHICLE SAFETY REQUIREMENTS

- A. Contractor and Contractor employees **shall** register with the Federal Motor Carrier Safety Administration (FMCSA) to:
  - 1. Grant operating authority
  - 2. Obtain a motor carrier number
  - 3. Obtain a U.S. Department of Transportation (USDOT) number

#### 4. Comply with Federal Regulations

- B. Contractor employees **shall** utilize the Electronic Logging Devices (ELD) to record driver's duty status to ensure compliance with Hours of Service (HOR) regulations.
- C. Contractor employees **shall** obtain an ARDOT physical at a certified ARDOT physician location. To find locations, click this link: <https://www.dotexamlocations.com/ar/arkansas-urgent-care>.
- D. Contractor **shall** maintain vehicle maintenance records, ensuring proper maintenance has been performed. Upon request by ACC, maintenance records **must** be submitted within three (3) business days.
- E. Contractor **shall** maintain records of all vehicle accidents and report with one hundred percent (100%) accuracy and submit to ACC within three (3) business days of each accident.
- F. Contractor **shall** have valid operating authority certificate from FMCSA.
  - 1. Valid operating authority certificate is granted by the Federal Motor Carrier Safety Administration to transport passengers (inmates) across state lines for compensation.
- G. Contractor **shall** ensure that each driver operating a vehicle designed to carry 16 passengers or more, including the driver, **must** have a valid CDL license.
- H. Contractor vehicles **must** have the following fleet requirements:
  - 1. Cages for transporting inmate(s). An alarm on each cage is preferred.
  - 2. Seatbelts for each Contractor employee and inmate being transported.
  - 3. A minimum of three (3) working video cameras with secure recording equipment with a minimum of seven (7) days of recording retention.
  - 4. A secondary independent heating and air conditioning system serving inmate areas.
  - 5. Global Positioning System equipment to allow vehicles to be tracked and located nationwide on a real-time basis.
  - 6. A speed limiting device set to no more than 70 mph.
  - 7. A minimum of three (3) segregated inmate seating areas.
  - 8. A food delivery access door to allow inmate food service without requiring inmate ingress and egress doors to be opened.
  - 9. A DOT approved Sleeper Berth with a minimum dimension of 24" x 24" x 75".
- I. Contractor **shall** have the greater of six (6) transport vehicles (combination of vans and busses) or one (1) vehicle for each \$15,000 of estimated annual transport volume of purchasing agency.
- J. Contractor **shall** make each vehicle available for agency inspection, upon request.
- K. Contractor **shall** ensure the following items are in each vehicle transporting inmate(s):
  - 1. Two (2) sets of leg irons
  - 2. Two (2) sets of handcuffs
  - 3. Two (2) sets of waist chains



4. A thirty-five-foot-long (35') or equivalent chain and padlock in the event of an emergency requiring the evacuation of the vehicle (i.e. for security purposes of the inmate to keep at a safe distance from the vehicle if there was an evacuation).

## 2.10 **INVOICING REQUIREMENTS**

- A. All invoices **must** include, at minimum, the following inmate information:
  1. First name, middle initial, and last name
  2. Gender
  3. Social Security Number
  4. Location transported from
  5. Location transported to
  6. Pick-up date
  7. Delivery date
  8. Hair and eye color
  9. Tattoos – a full description, including color, font, location, size, etc.
- B. Invoices **must** be submitted to Jessica Hollingshead, 105 West Capitol Avenue, 3<sup>rd</sup> Floor, Little Rock, AR 72201, [Jessica.Hollingshead@arkansas.gov](mailto:Jessica.Hollingshead@arkansas.gov), or as determined by ACC, by the 1<sup>st</sup> day of each month with one hundred percent (100%) accuracy.

## 2.7 **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. *See Table 1: Performance Standards* at the bottom of this section that 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 so as 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.

Table 1.0 – Performance Standards

<b>Performance Standard Number</b>	<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages applied to monthly invoice unless otherwise stated</b>
1	Proofs of Insurance	Provided by April 22 of each year or as directed by ACC.	\$500 for each day past the stated deadline.
2	Vehicle Maintenance Records	Provide Vehicle Maintenance Records within three (3) business days of request.	\$500 for each day past the third (3 <sup>rd</sup> ) day as stated in the IFB.
3	Vehicle Accidents	Provide Vehicle Accident reports with 100% accuracy and within three (3) business days of accident.	\$500 for each day past the 3 <sup>rd</sup> day as stated in the IFB plus \$250 for each inaccuracy.
4	Invoice	Provide invoice by 1 <sup>st</sup> day of each month.	\$500 for each day past the 1 <sup>st</sup> as stated in the IFB.

## **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

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

### **3.1 PAYMENT AND INVOICE PROVISIONS**

A. Forward invoices to:

Arkansas Department of Community Correction  
105 W. Capitol Avenue, 4<sup>th</sup> Floor  
Little Rock, AR 72201

- 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.

### **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 \$7,000,000, 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 rejected. 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. **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.
23. **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.
24. **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.
25. **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.