



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATIONS

RFP Number: SP-15-0060	Buyer: Carrie McDaniel
Commodity: Mental Health Probation & Parole Treatment Agency: Arkansas Community Correction	Initial Bid Opening Date: 2/24/2015 This solicitation is open-ended. RFQs may be submitted at anytime during the year or during any authorized renewal period
Date Issued: 01/27/2015	Initial Bid Opening Time: 1:00 PM Central Time

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFQ. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFQ opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Federal Employer ID Number _____

OR Social Security Number _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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GENERAL DESCRIPTION:	Mental Health Probation & Parole Treatment
TYPE OF CONTRACT:	Qualified Vendor List
BUYER:	Carrie McDaniel
AGENCY P.R. NUMBER	1000697153
MATERIAL GROUPS	96100

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American_____

Hispanic American_____

American Indian_____

Asian American_____

Pacific Islander American_____

Service Disabled Veteran_____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFQ prior to submission. There will be no addendums to a RFQ 72 hours prior to the RFQ opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

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- 7. ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
- 8. ANTICIPATION TO AWARD:** After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.
- 9. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 10. VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
- 11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
- 12. CURRENCY:** All bid pricing must be United States dollars and cents.
- 13. LANGUAGE:** Bids will only be accepted in the English language.

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SECTION 1 - GENERAL INFORMATION

1.1 Introduction

The Office of State Procurement (OSP) is issuing a Request for Qualifications (RFQ) for Arkansas Community Correction (ACC). ACC is seeking community-based service providers, located in the State of Arkansas, that are licensed to provide mental health assessment and counseling. The mission of Arkansas Community Correction is to enhance public safety by encouraging a crime-free lifestyle and providing cost-effective, evidence-based programs in the supervision and treatment of adult offenders. OSP will verify that proposals meet minimum mandatory requirements. ACC will review the submission based on the criteria outlined in this document. A List of Qualified Service Providers will be established.

1.2 Issuing Office

The Office of State Procurement issues this Request for Qualifications (RFQ) for the Arkansas Community Correction. The issuing office is the sole point of contact in the State of Arkansas for the selection process. Questions regarding RFQ related matters should be addressed to the buyer, Carrie McDaniel at Carrie.McDaniel@dfa.arkansas.gov or 501-324-9322.

1.3 RFQ Opening Date and Location

To be considered, submissions must be received prior to the time and date specified on page one of the RFQ or at any time after that date during the entire time the list is in effect. Submissions shall be publicly opened and announced at that time and become public information under the laws of the State of Arkansas.

1.4 Reservation

This RFQ does not commit the State Purchasing Official to award a contract, to pay costs incurred in the preparation of response to this request, or to procure or contract for services or supplies.

1.5 Accounting Provisions

In the event of any resulting contract, the Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

1.6 Proprietary Information

- Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures.
- Qualifications and documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening.
- Should a firm require non-disclosure of any information, it must be clearly marked as proprietary information and be submitted separately, sealed from the proposal response.

1.7 Publicity

News releases pertaining to the RFQ or the services, study, data, or project to which it relates will not be made without prior written approval of the State Purchasing Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without written approval from the State Purchasing Director, and then only to persons designated.

1.8 Cautions to Vendors

- 1) For a RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
- 2) The State Procurement Official reserves the right to reject a RFQ, if it is in the best interest of the State. Submissions will be rejected for one or more reasons not limited to the following:
 - Failure to provide licensure for services being bid upon.

1.8 Confidentiality

The offeror shall be bound to confidentiality of any information that its employees may become aware of during the qualification process. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for disqualification.

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1.9 Definition of Terms The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "respondent" "vendor" and "offeror" are used synonymously in this document. The word "contractor" refers to the vendor selected for any contract resulting from this RFQ. The word "Agency" or "Department" refers to the Department of Community Correction.

1.10 Negotiations

As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

1.11 Conditions of Contract

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

1.12 List Updates

The original list shall be issued for one (1) year. Names may be added as qualified vendors are approved. The list shall be reviewed annually and upon mutual agreement shall be reissued for six (6) one (1) year periods or a portion thereof. In no case will the list be in place longer than seven (7) years from the original start date of the list.

1.13 Statement of Liability

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for items and technical literature until the services have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 Termination of Contract

In the event the State no longer needs the services specified in the RFQ and any resulting contract or purchase order due to program changes, changes in laws, rules, or regulations, or relocation of offices, the State may cancel any resulting contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. Funding for any contract resulting from this RFQ is contingent upon availability and appropriation of funds.

1.15 Prime Contractor Responsibility

In the event of a resulting contract, the selected respondent will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

1.16 Award Responsibility

The State Procurement Official will be responsible for award and administration of any contract resulting from this RFQ.

SECTION 2 – SCOPE OF WORK

2.1 Purpose

The World Health Organization identifies lack of or poor access to mental health services as a factor of main concern in the disproportionately high rate of mental disorders among the incarcerated. Arkansas Community Correction's (ACC) goal is to provide a seamless continuity of care to probationers and parolees with mental illness and substance use disorder. In making this RFQ available to community mental health providers, ACC hopes to develop a partnership that supports this goal. More than half the population of Arkansas prisons has behavioral health issues and as they return to society either due to time served or prison overcrowding, access to services is essential to stability and level of functioning. In 2006, 376 Arkansans died of suicide, an occurrence almost always the result of untreated or under treated mental illness. ACC's partnership with community mental health providers under this RFQ aims to save lives while reducing recidivism.

2.2 Target Population

The target population consists of male and female probationers and parolees under ACC community supervision.

2.3 Services

Vendor shall accept referrals of ACC Probationers and Parolees from ACC and perform the following services as needed:

- Diagnostic Assessment
- Psychological Evaluation
- Psychological Testing
- Medication Management
- Individual Therapy
- Group Therapy

2.4 Licensure

In order to provide services, proof of licensure must be submitted with the proposal as outlined below:

- A. All persons, partnerships, associations or corporations establishing, conducting, managing, or operating and holding themselves out to the public as a mental health treatment program must be certified by the Arkansas Department of Human Services, Division of Behavioral Health Services as a fully accredited outpatient behavioral health care provider with accreditation by at least one of the following
 - Commission on Accreditation of Rehabilitation Facilities (CARF)
 - The Joint Commission (TJC)
 - Council on Accreditation (COA)
- B. Minimum Licensed Behavioral Health Care Professional credentials at Masters Level are required to provide services. The following are mental health professionals qualified to provide mental health services to probation and parole clients:
 - Licensed Psychologist
 - Licensed Board Certified Psychiatrist
 - Licensed Physician
 - Licensed Psychological Examiner
 - Licensed Master Social Worker
 - Licensed Certified Social Worker
 - Licensed Professional Counselor
 - Certified Co-occurring Disorder Professional-Diplomat
 - Advanced Practical Nurse – Master level
 - Licensed Marriage and Family Therapist

****Temporary accreditation of any sort will not be accepted to qualify as a provider.**

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2.5 Vendor Requirements

The service provider must be a community based provider, located in the state of Arkansas, whose programs and services are evidence based, as defined in ACT 570 of 2011.

Probation or parole client referrals will be made only to service providers who meet the guidelines of this document and are approved for participation.

In the event of a resulting contract:

- The Provider must exhaust the probation or parole client's financial resources (Medicaid, Medicare, Private Insurance, etc.) prior to billing ACC for services.
- All services shall be performed by licensed psychiatrist, mental health professionals, or paraprofessionals employed by and Arkansas community mental health center (CMHC) according to Rehabilitative Services for Persons with Mental Illness (RSPMI) standards.
- It shall be the goal of the provider to seamlessly integrate mental health services for the benefit of clients served.
- The service provider shall immediately notify the ACC supervision officer when a probation or parole client walks away from treatment or fails to report to treatment as required.
- The service provider shall provide quality treatment services in a professional, ethical, and effective manner in accordance with law governing the services provided.
- The service provider must comply with the Prison Rape Elimination Act 42 U.S.C. §§ 15601 to 15605.

2.6 Treatment

The environment for mental health treatment services shall be consistent with state, federal and local laws and shall not conflict with the conditions of community supervision.

- A. The service provider shall provide evidence-based comprehensive mental health treatment.
- B. The service provider shall provide evidence-based individualized mental health treatment to probation and parole clients referred for services.
- C. Treatment shall follow treatment plans as coordinated by the service provider, ACC treatment team, counselor and/or officer.
- D. ACC may review treatment plans periodically.
- E. Minimum Licensed Behavioral Health Care Professional credentials at Masters Level are required to provide services. The following are mental health professionals qualified to provide mental health services to probation and parole clients:
 - Licensed Psychologist
 - Licensed Board Certified Psychiatrist
 - Licensed Physician
 - Licensed Psychological Examiner
 - Licensed Master Social Worker
 - Licensed Certified Social Worker
 - Licensed Professional Counselor
 - Certified Co-occurring Disorder Professional-Diplomat
 - Advanced Practical Nurse – Master level
 - Licensed Marriage and Family Therapist

2.7 Records

In the event of a resulting contract:

- The service provider shall keep accurate records of cost incurred and individualized services, including evidence-based training and services provided to probation and parole clients participating in the program.
- A copy of the court order or client referral form shall be maintained in the probation or parole client's treatment files for tracking and verification purposes.

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- The service provider must maintain a record of all treatment services provided, incidents, rule infractions, and progress notes in the probation or parole client's record before discharge or action can be taken against the probation or parole client.

2.7 Payment & Invoicing

In the event of a resulting contract:

- Invoices shall be forwarded to the ACC Administrative Assistant, NO LATER THAN THE 5TH OF EACH MONTH, who will provide a copy to the referring ACC office for validation of services rendered. Following validation, invoices will be forwarded to ACC Central Office Purchasing Department, for payment.
- The service provider shall bill the ACC on a monthly basis for actual services rendered, utilizing an invoice provided by the ACC Purchasing Department.
- Payment will be based upon receipt of an original and verified invoice for services rendered and a copy of the court order or referral form. ACC will not assume financial responsibility for services rendered by providers to persons without proper documentation.
- The ACC obligation to reimburse providers is limited by the amount of appropriation and funding provided by the Arkansas Legislature for the specific purpose of the payment of treatment costs as described herein. Under no circumstances will ACC be financially responsible for reimbursing providers for the cost of treatment once the appropriation and funding provided by the Arkansas Legislature is exhausted.

2.8 Dismissal/Suspension

In the event of a resulting contract:

- The service provider must notify the supervision officer of any intended termination of outpatient services due to violence or other incidents of a serious nature before a probation or parole client is dismissed.
- The service provider must obtain the approval of the judge, supervision officer, or the parole board for early discharge of a probation or parole client from outpatient treatment.

Acts of Violence – Immediate dismissal of probation or parole clients from treatment is not an option for the service provider unless the client commits an act of violence (verbal/physical and/or destruction of property), sexual assault, use or abuse of drugs or alcohol to a point requiring a higher level of care. If a probation or parole client commits a verbal threat or physical act of violence, local law enforcement and the supervising officer must be contacted immediately.

2.9 Reimbursement

The cost of outpatient treatment services to probation or parole client shall be as specified below and approved by DFA and OSP. Units of service are billed in 15 minutes increments and provider agrees to ethically manage client's case beyond stipulated length of service as needed.

ACC shall not be responsible to compensate provider for services beyond stipulation or if there is Medicaid, Medicare, Private Insurance, etc available to client for a given service.

ACC shall assist probation and parole clients with prescribed medication if no payment source is available and the cost of other outpatient services shall be compensated as follows:

- Diagnostic Assessment: \$25.00 per unit. Four (4) units maximum per visit; each visit minimum of six (6) months apart.
- Psychological Evaluation: \$100.00 per service; maximum of one (1) service per year.
- Psychological Testing: \$25.00 per service; maximum two (2) services per year.
- Medication Management: \$28.00 per unit. One (1) unit maximum per visit; maximum four (4) visits per year.
- Individual Therapy: \$20.00 per unit. Two (2) units maximum per visit; maximum 24 visits per year.
- Group Therapy: \$10.00 per unit. Two (2) units maximum per visit; not to exceed 96 units per year.

SECTION 3 – SUBMISSION REQUIREMENTS

2.0 Submissions Overview

Arkansas Community Correction has established that the following minimum qualification be submitted.

2.1 Information to be Submitted

Supply the information requested below:

- 1) An official authorized to bind the respondent to a resultant contract **must** have signed the proposal.
- 2) Proof of licensure.
- 3) A signed contract grant and disclosure form.

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STANDARD TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the proposal 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 proposal 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this proposal. If the bidder takes no exception to specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 proposal. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The proposal 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 Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The request for qualifications will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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- 15. 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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.
- 18. 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.
- 19. 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 request for qualifications, (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.
- 20. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications, 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.
- 28. 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.