



# STATE OF ARKANSAS

Contractors Licensing Board  
4100 Richards Road  
North Little Rock, AR 72117

## REQUEST FOR QUALIFICATIONS (RFQ)

### SOLICITATION INFORMATION

Bid Number:	CL-15-0224	*Bid Opening Date:	July 6 <sup>th</sup> , 2015	*Bid Opening Time:	10:00am central
Description:	Contractor For Legal Services				
Agency:	Arkansas Contractors Licensing Board (ACLB)				
ACLB Buyer	Gregory Crow	Phone:	501-371-1500		
Email:	<a href="mailto:Gregory.crow@arkansas.gov">Gregory.crow@arkansas.gov</a>				
Type of Contract:	Term Contract	Solicitation Issued:	June 21, 2015		

\*Responses **shall** be accepted until the opening time and date specified above.

### RESPONDENT'S INFORMATION (Type or Print)

Company:					
Address:					
City:		State:		Zip Code:	
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Government/ Nonprofit				
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Pacific Islander American <input type="checkbox"/> American Indian <input type="checkbox"/> Asian American <input type="checkbox"/> Service Disabled Veteran AR Minority Certification Number: _____ Service Disabled Veteran Certification Number: _____				

### VENDOR CONTACT INFORMATION

Provide contact information to be used for bid solicitation related matters.

Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

Redacted Copy:	<input type="checkbox"/> YES, a redacted copy of response is enclosed. <input type="checkbox"/> NO, a redacted copy of response is not enclosed. I understand a full copy of non-redacted response will be released. <i>Note: If a redacted copy of the response is not provided with vendor's response submission, and neither box is checked, a copy of the non-redacted response, with the exception of financial data, shall be released in response to any request made under the Freedom of Information Act. See Proprietary Information.</i>
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Vendor's signature on this page signifies vendor's agreement that either of the following **shall** cause the vendor's response to be rejected:

- Additional terms or conditions submitted in their response, whether submitted intentionally or inadvertently.
- Any exception that conflict with a Requirement of this bid solicitation.

*Authorized Signature:		Title:	
Printed/Typed Name:		Date:	

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 PURPOSE**

This Request for Qualification (RFQ) is issued by the Arkansas Contractors Licensing Board (ACLB) to obtain responses for the legal services of Attorneys/Law Firms with extensive expertise with Administrative and Constitutional Law to serve as a Hearing officer for the Arkansas Contractors Licensing Board and Residential Committee.

### **1.2 TYPE OF CONTRACT**

In the event a contract is issued to the qualified vendor:

- A. Any resultant contract of this bid solicitation **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract **shall** be a TERM contract. The term of this contract **shall** be for nine (9) months.
- C. Upon mutual agreement by the vendor and agency, the contract may be renewed by the agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. In no event **shall** the total contract term be more than seven (7) years.

### **1.3 QUALIFYING CRITERIA**

- A. The vendor receiving the highest ranking score for their technical response **shall** be selected as the apparent qualified vendor.
- B. The agency may enter pricing negotiations with the qualified vendor prior to issuing a contract. If pricing negotiations prove to be unsuccessful with the top scoring vendor, the agency **shall** move on to negotiations with the second highest scoring vendor, and so on, until a contract is issued, or the agency determines not to move forward with issuing a resulting contract.

### **1.4 ISSUING AGENCY**

ACLB, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this bid solicitation should be made through the State's buyer as shown on page one of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

### **1.5 DELIVERY OF RESPONSE DOCUMENTS**

- A. Delivery address for response submission documents:

Arkansas Contractors Licensing Board  
4100 Richards Road  
North Little Rock, AR 72117

Attn: Gregory Crow

Note: Delivery providers, USPS, UPS, and FedEx deliver mail to ACLB's street address on a schedule determined by each individual provider. These providers **shall** deliver to ACLB based solely on the street address.

- B. The responses outer packaging **must** be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.
  - Bid number
  - Date and time of bid opening
  - Vendor's return address

- C. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the location on or before the date and time set in the bid solicitation documents. Responses received at ACLB after the date and time designated for the response opening **shall** be considered late and **shall** be returned to the vendor without further review.
- D. It is not necessary to return "no bids" to ACLB.

#### 1.6 **BID OPENING LOCATION**

Responses submitted by the opening time and date **shall** be opened at the following location:

Arkansas Contractors Licensing Board  
4100 Richards Road  
North Little Rock, AR 72117

#### 1.7 **DEFINITION OF REQUIREMENT**

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this bid solicitation, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be rejected.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's Agreement and Compliance Page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner as to reference the solicitation item number. (See *Signature Pages*.)

#### 1.8 **DEFINITION OF TERMS**

- A. The Arkansas Contractors Licensing Board has made every effort to use industry-accepted terminology in this bid solicitation and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The words "RFQ" and "bid solicitation" are used synonymously in this document.

#### 1.9 **RESPONSE DOCUMENTS**

- A. Vendor Must Submit:
  - 1. One (1) signed original Technical Response on or before the date and time specified on page one (1) of this RFQ. The "Original" Technical Response should be clearly marked. The original response submission, inclusive of appendices and any title page should be on standard white or buff 8-1/2" x 11" paper in at least 10 point type.
  - 2. Vendor's Acknowledgement and Signature Sheets:
    - Section 1
    - Section 2
    - Section 5
    - Section 6
- B. Pricing **must not** be submitted with the bidder's response
- C. Vendor Should Submit:
  - a. Four (4) complete hard copies (marked "COPY") of the Technical Response
  - b. Copy of Vendor's Equal Opportunity Policy. (See Equal Opportunity Policy.)
  - c. Illegal Immigrant Certification (See Employment of Illegal Immigrants.)
  - d. EO 98-04 Disclosure Form. (See EO 98-04 Governor's Executive Order.)

- D. Vendor should ensure all hard copies and all electronic copies are identical to their original hard copy submission documents. In case of a discrepancy, the original hard copy **shall** govern.
- E. If ACLB requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request. Failure to submit the additional copies may be cause for rejection.

#### 1.10 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Response.
  - 1. The Original Technical Response and all copies should be arranged in the following order with the sections clearly marked, (i.e., indexed and tabbed).
    - a. RFQ Signature Page (page one of RFQ document)
    - b. Table of Contents
    - c. Submission Documents, including but not limited to:
      - Equal Opportunity Policy
      - Illegal Immigrant Certification
      - EO 98-04 – Contract Grant and Disclosure Form
      - Signed Agenda – if Applicable
      - Vendors' Acknowledgement and Signature Sheets
  - 2. Other documents and/or information as may be expressly required in this bid solicitation. Label documents and/or information so as to reference the bid solicitation's item number.
  - 3. Technical Response responsive to the *Information for Evaluation* section of this bid solicitation.
- B. **Do not** include any ancillary information, including promotional/marketing information, or anything not directly responsive to a request or requirement in this bid solicitation.

#### 1.11 **SIGNATURE PAGES**

- A. Response Signature Page
  - 1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the Response Signature Page (page 1 of this bid solicitation).
  - 2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's response to be rejected:
    - a. Additional terms or conditions submitted intentionally or inadvertently.
    - b. Any exceptions that conflicts with a Requirement of this bid solicitation.
- B. Agreement and Compliance Pages
  - 1. Vendor **must** sign all Agreement and Compliance Pages included in this bid solicitation.
  - 2. Vendor's signature on these pages **shall** signify vendor's agreement to and compliance with all Requirements within the designated section.

#### 1.12 **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. One complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your response.
- C. 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 empty space from which information was redacted.
- D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

#### 1.13 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this bid solicitation **must** be addressed through ACLB.
- B. Vendor should ensure all copies and all media are identical to the vendor's hard copy original response. In case of a discrepancy, the hard copy **shall** govern.
- C. Failure to submit the required number of copies with the response may be cause for rejection.
- D. If ACLB requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
- E. An official authorized to bind the vendor to a resultant contract **must** sign the response.
- F. Vendor **must not** alter any language in any solicitation document provided by the State.
- G. All official documents and correspondence **shall** be included as part of the resultant contract.
- H. Responses **shall** be accepted in only the English language.
- I. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- J. The State **shall** have the right to reject a response, if it is in the best interest of the State to do so.
- K. Vendor **must** provide clarification of any information in their response documents as requested by ACLB.
- L. Proposed services **must** meet or exceed the specifications as set forth in this bid solicitation.
- M. Vendors may submit multiple responses.

#### 1.14 **REQUIREMENT OF ADDENDUM**

- A. This bid solicitation **shall** be modified only by an addendum written and authorized by ACLB.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the bid solicitation prior to submission of response.
- C. There will be no addenda to a bid solicitation three (3) calendar days prior to the bid opening, unless the addenda extends the bid opening date or cancels the bid.
- D. It is the responsibility of the vendor to check with the buyer via email as stated on page one (1) of this RFQ, for any and all addenda up to bid opening.

**1.15 ALTERATION OF ORIGINAL RFQ DOCUMENTS**

- A. The original written or electronic language of the bid solicitation documents **shall not** be changed or altered except by approved written addenda issued by ACLB
- B. Do not amend the bid solicitation document to include vendor's response. If vendor's submittal is discovered to contain alterations or changes to the original written or electronic documents, the vendor's response may be declared non-responsible. If declared non-responsible, the response shall be rejected.

**1.16 ADDITIONAL TERMS AND CONDITIONS**

- A. Additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of vendor's response, that conflict with requirements of this bid solicitation **shall** cause the vendor's proposal to be rejected.
- B. In signing and submitting their response, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** cause the vendor's response to be rejected.
- C. Failure to comply with requirements, including those specifying information that must be submitted with a response, **shall** be grounds for rejecting a response.

**.17 AWARD RESPONSIBILITY**

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

**.18 RESERVATION**

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

**.19 ANTICIPATION TO AWARD**

- A. After evaluation of the responses, the buyer will notify the anticipated qualifying vendor, along with each vendor that responded via email.
- B. ACLB **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

**.20 MINORITY BUSINESS POLICY**

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

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

**.21 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, ACLB is required to have a copy of the vendor's Equal Opportunity (EO) Policy prior to issuing a contract award.
- B. EO policies may be submitted in electronic format to the following email address on page one (1) of this RFQ.
- C. The submission of an EO Policy one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other State agencies that **must** also comply with this statute.
- D. Vendors, who are not required by law to have an EO policy, **must** submit a written statement to that effect.

**1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with ACLB stating that they do not employ or contract with illegal immigrants.
- B. Vendors **shall** certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>.

**.23 PAST PERFORMANCE**

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

#### **1.24 VISA ACCEPTANCE**

- A. Awarded vendor(s) 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) **shall not** be assessed when accepting the p-card as a form of payment.
- C. The vendor may receive payment from the State by the p-card in the same manner as other VISA purchases.
- D. VISA acceptance is preferred but is not the exclusive method of payment.

#### **1.25 PUBLICITY**

- A. Vendors **shall not** issue a news release pertaining to this bid solicitation or any portion of the project without ACLB's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's response to be rejected.

## **SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE**

- Vendor **must** sign and submit this page with their Technical Response..
- Failure of vendor to sign and submit this page with their technical response **shall** cause the vendor's response to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner so as to reference the numbered item of the section and sub-section to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's response to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: \_\_\_\_\_  
Use Ink Only.

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



## **SECTION 2 – MINIMUM REQUIREMENTS**

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

### **2.1 SCOPE OF WORK**

- A. Vendor **shall** serve as the Hearing Officer for all Administrative Hearings held by the Contractors Licensing Board and the Residential Committee.
- B. Vendor **shall** be present at all Board or Committee meeting held by the Contractors Licensing Board or the Residential Committee.
- C. Vendor **shall** be available to make necessary rulings on any motions filed on Administrative issues prior to scheduled hearings.

### **2.2 BACKGROUND**

The Arkansas Contractors Licensing Board licenses contractors for doing work in Arkansas. The Residential Committee licenses contractors for doing work in Arkansas on single family residences. The Board and Committee hold Administrative Hearings on allegations of unlicensed activity or misconduct by a licensee. The hearings are held in accordance with the Arkansas Administrative Procedure Act and the Contractors Licensing Law. The Hearing Officer acts as a presiding officer at hearings, conducting procedures in accordance with Arkansas law. The Board generally meets two days each month and the Committee generally meets one day each month. Other meetings may be scheduled. The Hearing Officer also rules on any pre-hearing motions, prior to the hearing date.

### **2.3 MINIMUM QUALIFICATIONS**

- A. Attorney providing service **must be** familiar with the Arkansas Administrative Procedures Act.
- B. Attorney providing service **must be** familiar with the Arkansas Contractors Licensing Law, Arkansas Code Ann §17-25-101 et.seq.
- C. Attorney providing service **must be** licensed to practice law in the State of Arkansas.
- D. Attorney providing service **must** have five (5) years experience with each of the following:
  - 1. Administrative Law
  - 2. Construction Law

### **2.4 LITIGATION**

Vendor **shall** not engage in litigation against the Arkansas Contractors Licensing Board or represent clients that have interests that are directly adverse to the ACLB without first informing the ACLB and obtaining written permission to do so.

## **SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE**

- Vendor **must** sign and submit this page with their Technical Response.
- Failure of vendor to sign and submit this page with their technical response **shall** cause the vendor's response to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner so as to reference the numbered item of the section and sub-section to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's response to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: \_\_\_\_\_  
Use Ink Only.

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

### **SECTION 3 – INFORMATION FOR EVALUATION**

- *Address each item in the order it was written.*
- *Label items and attachments in a manner so as to reference the numbering system of the Information for Evaluation section.*
- **Do not** include additional information if not pertinent to the itemized request.

	<b>Maximum Raw Score Available</b>
<b>3.1 <u>CORPORATE BACKGROUND</u></b>	
A. Provide a description of your law practice/firm. At a minimum, include the following:	5
1. Date Established	
2. Number and locations of offices	
3. Major areas of practice	
<b>3.2 <u>STAFFING</u></b>	
A. Provide number of attorneys employed by firm, and specify those that meet the minimum qualifications.	5
B. Provide a brief summary of resume describing the education and legal experience of attorneys that will provide services.	5
C. Describe any special training and/or experience that directly correlate with the requested legal services.	5
<b>3.3 <u>ADMINISTRATIVE LAW EXPERIENCE</u></b>	
A. Describe your experience with Arkansas Administrative Law.	5
B. Describe your expertise with the Arkansas Contractors Licensing Law and procedures.	5
C. Describe your expertise serving as an Administrative Law Judge or Administrative Hearing Officer	5
<b>3.4 <u>CONSTRUCTION LAW EXPERIENCE</u></b>	
A. Describe your experience with the Construction Law	5

### **3.5 GENERAL EXPERIENCE**

- A. Provide a narrative detailing any formal grievance or complaint pursuant to the applicable disciplinary rules lodged against you or your firm. At a minimum, include the following: 5
1. Date of occurrence
  2. Description of complaint and outcome
  3. Description of any preventative policies or procedures established as a result of complaint.
- B. Provide a narrative detailing any malpractice, civil or criminal regulatory enforcement action in connection with any type of legal representation provided by you or your firm. At a minimum, include the following information: 5
1. Date of occurrence
  2. Description of complaint and outcome
  3. Description of any preventative policies or procedures established as a result of complaint.

## **SECTION 4 – CRITERIA FOR SELECTION**

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

### **4.1 GENERAL INFORMATION**

- A. After initial qualification of responses for Requirements, technical responses will be evaluated and scored by a committee appointed by the Agency.
- B. Submission of a response implies vendor acceptance of the evaluation technique and vendor recognition that subjective judgments **must** be made by the evaluation committee during the assignment of rating points.
- C. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

### **4.2 TECHNICAL RESPONSE SCORE**

- A. The Raw Score for the Technical Responses will be established by using the criteria and scoring specified in the *Information for Evaluation* section of the bid solicitation.
- B. Sub-sections in the *Information for Evaluation* section have been weighted as shown in the following table.

Sub-Sections	B. Maximum Raw Score Possible	Weighted Percentage	C. Maximum Weighted Score Possible*
3.1 CORPORATE BACKGROUND	5	5%	25
3.2 STAFFING	15	5%	25
3.3 ADMINISTRATIVE LAW EXPERIENCE	15	40%	200
3.4 CONSTRUCTION LAW EXPERIENCE	5	30%	150
3.5 GENERAL EXPERIENCE	10	20%	100
<b>Totals</b>	<b>50</b>	<b>100.0%</b>	<b>500</b>

\*Note: The maximum weighted score for each sub-section was determined using the following formula:

$$\text{"Total maximum weighted score possible"} \times \text{"weighted percentage"}$$

- C. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B) \times C = D$$

- A = Actual raw score for sub-section
- B = Maximum raw score possible for sub-section
- C = Maximum weighted score possible for sub-section
- D = Weighted score received for technical response sub-section

- D. The vendor's weighted scores for sub-sections will be totaled together to determine the total weighted score for the Technical Response.

## **SECTION 5 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **IN THE EVENT THE AGENCY ISSUES A CONTRACT TO THE QUALIFIED VENDOR, ALL ITEMS IN SECTION 5 SHALL APPLY.**

#### **5.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:

Arkansas Contractors Licensing Board  
4100 Richards Road  
North Little Rock, AR 72117

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor 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. Previous sections of this bid solicitation may contain additional Requirements for vendor's invoice.
- G. Selected vendor **must** be registered to receive payment and future bid solicitation notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

#### **5.1 GENERAL INFORMATION**

- A. The State of Arkansas **shall not** contract with another party:

1. Upon default, to pay all sums to become due under a contract.
2. To pay damages, legal expenses or other costs and expenses of any party.
3. To conduct litigation in a place other than Pulaski County, Arkansas.
4. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

- B. A party wishing to contract with the State of Arkansas **must**:

1. Remove any language from its contract which grants to it any remedies other than:
  - a. The right to accrued payments.
2. Include in its contract that the laws of the State of Arkansas govern the contract.
3. Acknowledge that contracts become effective when awarded by the Arkansas Contractors Licensing Board.

**5.2 CONDITIONS OF CONTRACT**

- A. The vendor **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.
- B. The 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 vendor.

**5.3 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$50,000.00, whichever is higher. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

**5.4 RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Previous sections of this bid solicitation may contain additional Requirements relating to record retention.

**5.5 PRICE ESCALATION**

Price increases may be considered at the time of any extension.

**5.6 CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this bid solicitation concerning the confidentiality and secure handling of information of which they may become aware 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 the contract.
- C. Previous sections of this bid solicitation may contain additional confidentiality Requirements.

**5.7 CONTRACT INTERPRETATION**

In the event an agreement cannot be reached when a difference of opinion as to the meaning of any provision in this solicitation occurs between the agency and the vendor the decision of agency **shall** be final and controlling.

**5.8 CANCELLATION**

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 days prior to the date of cancellation.

**5.9 SEVERABILITY**

- A. 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 **shall** be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.
- B. ACLB **shall** have the right to terminate any contract in whole or in part at any time and without penalty or further obligation.
- C. The contracting firm or attorney **shall** be paid at a rate equal to the agreed compensation for requested legal services rendered and reimbursed for authorized expenses actually incurred in rendering such services as of the date of such termination. Such payment for services already completed **shall** be the total compensation due to such firm or attorney for termination.



## **SECTION 5 - VENDOR AGREEMENT AND COMPLIANCE**

- Vendor **must** sign and submit this page with their Technical Response..
- Failure of vendor to sign and submit this page with their technical response **shall** cause the vendor's response to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner so as to reference the numbered item of the section and sub-section to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's response to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: \_\_\_\_\_  
*Use Ink Only.*

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **SECTION 6 – STANDARD TERMS AND CONDITIONS**

- ***Do not provide responses for 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 Responses **must** be submitted to the Arkansas Contractors Licensing Board on or before the date and time specified for bid opening. The Response **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 responses **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 bid solicitations for term contracts are estimates only, and are not guaranteed. Vendor **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. **AMENDMENTS:** Vendor's response's cannot be altered or amended after the bid opening except as permitted by regulation.
7. **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.
8. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party.
9. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original of a properly itemized invoice 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.
10. **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.
11. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
12. **CANCELLATION:** If the State cancels this contract for any of the reasons set forth in this bid solicitation, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
13. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
14. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.

- 15. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the Response 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.
- 16. 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.

## **SECTION 6 - VENDOR AGREEMENT AND COMPLIANCE**

- Vendor **must** sign and submit this page with their Technical Response.
- Failure of vendor to sign and submit this page with their technical response **shall** cause the vendor's response to be rejected.
- Any requested exceptions to NON-mandatory items in this section **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request in such a manner so as to reference the numbered item of the section and sub-section to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's response to be rejected.

By signature below, vendor acknowledges, affirms, agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

Authorized Signature: \_\_\_\_\_  
Use Ink Only.

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **PROPOSED SUBCONTRACTORS LIST**

- Vendor **must** complete, sign, and submit this form with their technical response.
- Additional information relating to subcontractors may be requested in the bid solicitation for evaluation purposes and should be provided as requested. **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

### **VENDOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

☐ **VENDOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

By signature below, vendor agrees to and **shall** fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

Authorized Signature: \_\_\_\_\_  
Use Ink Only.

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_