



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

INVITATION FOR BID

IFB Number: SP-16-0180	Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov
Service: Interpreter Service Agency: Dept. of Human Services	Bid Opening Date: July 21, 2016
Date Issued: June 27, 2016	Bid Opening Time: 2:00:00 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID 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 bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid 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 BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

August 16, 2013

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000726995

- 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. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- 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 OSP stating that they do not employ or contract with illegal immigrants.
- OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

4. TECHNOLOGY ACCESS

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;

Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;

After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;

Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;

Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;

Integrating into networks used to share communications among employees, program participants, and the public; and

Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor **must** provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency **must** procure the product that best meets the standards or provide written documentation supporting selection of a different product.

5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution **must** comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

6. ALTERATION OF ORIGINAL IFB DOCUMENTS: The original written or electronic language of the IFB 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.

7. REQUIREMENT OF AMENDMENT: THIS IFB 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 bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid 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.

8. 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.

9. 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. 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.

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10. ANTICIPATION TO AWARD: After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time 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 Anticipation to Award when it is determined to be in the best interest of the State.

11. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and **must** be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. 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.

12. 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.

13. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms issued with this bid.

14. CURRENCY: All bid pricing must be United States dollars and cents.

15. LANGUAGE: Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Department of Human Services (DHS) to obtain pricing and a contract for Certified & Non-Certified Interpreter Services on an as needed basis. Services to include: language interpretation and transcription services (both oral and written) Possible languages are identified in Section 2 of this IFB.

1.2 COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION

Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, and so forth) may participate in state procurement contracts. Therefore the contractor agrees to enter into an agreement with cooperative procurement program participants. Unless otherwise stated, all standard and special terms and conditions listed within the Invitation for Bid **must** be equally applied to such participants.

1.3 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Judy Shirley at 501-324-9316 or by email: judy.shirley@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.**
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed goods or service to meet or exceed the specifications.

1.5 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.

1.6 TYPE OF CONTRACT

The contract will be a one (1) year **TERM** contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to (six (6)) additional (one year terms) or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

1.7 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:

As Stated on the Purchase Order

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the DHS. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied DHS as to the services purchased. Vendor should invoice DHS by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.8 RECORD RETENTION

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' designees 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.

1.9 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and **shall** be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.10 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.11 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **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.

If any part of the work **must** be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.12 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
 - b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - c. Upon default, to pay all sums to become due under a contract.
 - d. To pay damages, legal expenses or other costs and expenses of any party.
 - e. To continue a contract once the equipment has been repossessed.
 - f. To conduct litigation in a place other than Pulaski County, Arkansas
 - g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost

as allowed by Arkansas Law.

- b. Include in its contract that the laws of the State of Arkansas govern the contract.
- c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

3. The State of Arkansas may contract with another party:

- a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
- b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.13 CONDITIONS OF CONTRACT

The successful bidder **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 the contract which in any manner affect the completion of the work. The successful bidder **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 bidder.

1.14 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 to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables 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.

1.15 AWARD RESPONSIBILITY

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

1.16 PUBLICITY

News releases by a vendor pertaining to this IFB or any portion of the project **shall** not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.17 AWARD CRITERIA

This Invitation for Bid **shall** be awarded to the lowest responsible, responsive bidder on an **ALL or NONE** basis to include all (75) counties of Arkansas. **Consideration will be given only to those who bid all line items.**

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.18 DELEGATION AND/OR ASSIGNMENT

The vendor **shall** not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall** not delegate any duties under the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.19 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing must be valid for (120) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

- 1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
- 2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of services **shall** be borne by the bidder.

1.20 PRICE CHANGE CLAUSE

All prices bid **shall** remain firm for the first term of the contract. In the event of an industry wide price increase for Interpreter Services, the contractor may request a price adjustment at the time of the contract extension request, provided the contractor submits documentation from the industry profession certifying/justifying the increased cost.

After receipt of required documentation and in the event a price change is authorized thereafter, said prices **shall** remain firm for any period agreed upon for extension.

Any expenses, fees, charges, etc. not shown on the official price sheet **shall** not be allowed.

In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

1.21 SERVICE DELIVERY

As stated on the Purchase Order

Anticipated date to begin contract is: October 1, 2016. The agency requests service to begin within **ten (10)** working days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the service in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Service Delivery _____ **working** days after receipt of order.

1.22 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 contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.23 DEFINITIONS OF TERMS USED IN THIS IFB

Agency – Division/Office within the DHS umbrella
AOC – Administrative Office of the Courts
Certified/Non-Certified – Administrative Office of the Courts (AOC) Certification
DHS – Arkansas Department of Human Services
HIPPA – Health Insurance Portability and Accountability Act
IFB – Invitation for Bid
LEP – Limited English Proficiency
OSP - DFA/Office of State Procurement

1.24 STATE HOLIDAYS

New Year's Day	January 1	
MLK Birthday/Lee	January	Third Monday
President's Day/Bates	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veteran's Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday
Christmas Eve	December 24	
Christmas Day	December 25	

Additional days can be proclaimed by the Governor, by Executive Proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. The Contractor **shall** maintain adequate staff on such working days.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Department of Human Services (DHS) to obtain pricing and a non-mandatory contract for Certified & Non-Certified Interpreter Services (AOC Certified) Interpreter Services. A "Central Registry" may be found at:

http://courts.arkansas.gov/court_interpreters/index.cfm.

DHS agencies are increasingly experiencing more clients for whom English is a second language. Services include:

- Language interpretation (face-to-face and/or over the phone)
- Transcription services (Document translation both oral and written)

Clients have Limited English Proficiency (LEP) and are seeking assistance to services and benefits offered by DHS. Services are required within all seventy-five (75) counties of the State of Arkansas.

Languages to be provided for individuals with LEP may include, but are not limited to the following:

- | | |
|------------------|------------------|
| • Arabic | • Korean |
| • Cambodian | • Laotian |
| • Chinese | • Marshallese |
| • Farsi | • Polish |
| • French | • Portuguese |
| • German | • Russian |
| • Greek | • Serbo-Croatian |
| • Haitian Creole | • Spanish |
| • Italian | • Vietnamese |
| • Japanese | • Urdu |

Note: American Sign Language interpretation **shall not** be a part of this contract.

Interpreters are those who mainly work with the spoken language; whereas translators are those who mainly work with the written language. Being bilingual does not qualify an individual as being an interpreter; these terminologies have two entirely different meanings.

Contract usage will be based on the needs of the Divisions/Offices. This determination will be made at the sole discretion of the Divisions/Offices.

Divisions/Offices may provide to the contractor:

- An overview
- Scope of work (their mission)
- Language needs
- Glossary of key operational terms *
- A confidentiality policy

*Should the using Divisions/Offices provide a glossary of terms, the contractor **must** adhere to them.

Vendor's that utilize off-shore (outside the United States) telephone interpretation call centers will not be considered for this IFB. Vendors providing information proven to be false regarding the call center locations will be cancelled (Section 1.22) as stated in the IFB.

2.2 PROJECT REQUIREMENT

Provider **must** have on staff, interpreters acceptable to the Administrative Office of the Courts (AOC). A list of the certified interpreters who are on file with the Administrative Office of the Courts **must** be provided to DHS on an as needed basis.

2.3 VENDOR REQUIREMENTS

A. Certifications and Licensure

1. Vendor **must** provide a copy of professional Certification and/or Licensure to substantiate ability to provide professional services. Certification and/or Licensure should be included with bid response.
2. Vendor **must** provide, when requested by OSP or DHS, a list of certified translator employees who are on file with the Administrative Office of the Courts.
3. Vendor **shall** be required to use certified interpreters for the area of expertise requested.

B. Experience, Vendor

The following information **must** be included with the bid response:

1. Vendor **must** provide previous Interpreter Service references during the last five (5) years). The information should include:
 - A description of the project
 - Location
 - Contact person at the location
 - Telephone/Cell numbers
 - Email address
2. Bidder **must** provide the number of years that the bidder's company has been operational in this type of work.

C. Employees, Vendor

The vendor **shall** have qualified personnel and resources, as stated in this IFB, available within the specified time constraints to maintain necessary performance levels.

D. Telephone, Communications

1. Vendor **shall** have trained interpreter staff available twenty-four (24) hours daily; Monday through Friday (Central Time) to answer all incoming calls.
 - Business hours (8:00 a.m. – 5:00 p.m. CT)
 - After hours (5:01 p.m. – 11:00 p.m. CT)
 - Late hours (11:01 a.m. – 7:59 a.m. CT)
2. A message system **shall** be utilized during high volume call periods (this information **must** be verified through phone records furnished by the vendor) or for after-hour calls (After hours defined as 5:01 p.m. to 10:59 p.m.).
3. After-hour DHS calls **shall** be returned:
 - In the order received
 - Before the close of business, 4:30 p.m. (Central Time) the following business day
4. Vendor **shall** answer an incoming call, or have it transferred to a message system, within five (5) rings. DHS will place calls at random to verify compliance.
5. Vendor **shall** return phone calls to the requester for interpretation services within thirty (30) minutes of receipt of call.
6. Vendor **shall** not charge the agency (DHS) when returning phone calls unless interpreter services are being provided.
7. Vendor **must** have "land-line" call center capabilities operational at the time of the bid response. Land-line capabilities **must** be maintained throughout the life of the contract or extensions.
8. Vendor **must** have toll-free number operational at the time of bid response. Toll-free number **must** be maintained throughout the life of the contract or extensions.

E. Time Zone Requirement

Vendor's company **must** adhere to Arkansas time zone (CT).

2.4 VENDOR RESPONSIBILITIES

A. Translation Authentication

1. In the event a claim of inaccuracy is authenticated by two (2) or more foreign language specialists, engaged by the using agency, the contractor **shall** have the responsibility to dispute the findings.
2. If, after fifteen (15) business days, the contractor is not able to provide the evidence and/or documentation to support their position, a "presumption of authentication" will be made on behalf of the outside specialist(s).
3. Once the contractor's translation has been found to be incorrect, the contractor assumes 100% of the financial liability for the correction of the inaccuracies.
4. Three (3) properly verified translation inaccuracies during the course of one (1) contract year, constitutes sufficient grounds for termination of the contract. Information and evidence of the authentication process **must** be fully documented (VPR) by the using agency.

B. Confidentiality

1. The vendor **shall** be bound by confidentiality of any information that its employees may become aware of during the course of performance of tasks.
2. Consistent (defined as two (2) times) and/or uncorrected breaches of confidentiality **shall** constitute grounds for a below standard Vendor Performance Report (VPR) being documented and/or cancellation of the contract.

C. Scheduling

1. Vendor **shall** provide pre-scheduling of interpreter appointment times.
2. Vendor **shall not** be allowed to delay interpreter activities. The service should be based on the requirements of DHS and not when an interpreter is available.
3. If the vendor is unable to secure an interpreter within the original requested time frame (within two (2) hours), DHS **shall** have the right to secure an interpreter through other means.

D. Services, Scheduled

1. The Vendor **shall** provide the following services:
 - a. When face-to-face interpretation services are requested by the using agency, the agency will provide the contractor at least forty-eight (48) hour notice prior to the appointment.
 - b. A twenty-four (24) hour notice will be given to the vendor prior to cancellation of an appointment.
 - c. If a contractor is not notified of cancellation of an appointment twenty-four (24) hours prior to the appointment, the contractor **shall** be reimbursed for two (2) hours of their hourly fee plus mileage, if incurred, not to exceed fifty (50) miles maximum.
 - d. A contractor may-be required by agencies to provide interpreters with less than forty-eight (48) hour notice in case of emergency.
 - e. Travel time for on-site visits is included in the two (2) hour time frame.

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- f. The using agency will determine the expected date/time for completion of document translations on an individual project basis.
- g. If a vendor's staff fails to attend a scheduled assignment or provide a qualified substitute, the vendor **shall** reimburse DHS for two (2) hours of the vendor's hourly fee plus mileage, if incurred, not to exceed fifty (50) miles maximum. The fee **shall** be deducted from the agency invoice of the next scheduled appointment by the vendor.

E. Emergency Notice

Contractor may be required to provide face-to-face assistance to LEP applicants with less than two (2) hour notice in case-of-emergency.

F. Service Locations

1. Agencies may request a contractor to perform services on-site at agency headquarters or other public and private facilities as determined by the requesting agency. Other facilities may include:
 - State mental hospitals
 - Youth development centers
 - State correctional facilities
 - Clinics
 - Schools
 - Medical appointments at doctor's offices
2. Certified Interpreters may be directed by the using agency to perform their services for:
 - LEP persons in worker compensation exams or cases
 - Medical exams
 - Blood banks
 - Dialysis centers
 - Clinic registration to psychiatric evaluations, etc.
3. Certified Interpreters **shall** be familiar with the laws of the State of Arkansas in regards to:
 - Courtroom testimony and sworn deposition statements.
 - Certified Interpreters **shall** not interrupt the proceedings or unduly delay the testimony in a court of law.
 - They **shall** not take sides, show bias or deference to either party, and never show emotion or reaction to testimony.
 - Both Certified and Non-Certified Interpreters **shall** be familiar with and show respect in both attire and conduct to rules of a professional environment.
 - Follow professional rules of Courts regarding cell phones, computers, or other electronic devices.

G. Skills, Interpreter

1. Both Certified and Non-Certified Interpreters **must** have the ability to easily interpret what is being said in a clear and understandable manner.
2. Both Certified and Non-Certified Interpreters **must** make every effort to assure the client has understood questions, instructions and other information transmitted by the using agency.
3. Both Certified and Non-Certified Interpreters **must** never add nor subtract anything that is being communicated by the person with LEP or the corresponding individual(s).
4. Certified and Non-Certified Interpreters **must** be familiar with basic medical and legal terminology.

H. Statutes, Regulations and Policies

Vendor should be familiar with the appropriate Statutes, regulations, and policies regarding the safeguarding of Protected Health Information under HIPAA. And, current changes as it provides services to the DHS.

I. Reporting Requirement

Agencies **shall** require vendor to submit written reports during the term of the contract. The report format **shall** be determined, after the award by the using agency, with DHS having final approval.

J. Training Material

The using agency may request the Vendor to provide internal training materials, for the agencies review, used to train their interpreters.

K. Cancellations, Vendor

1. All call-in(s) or cancellation(s) by the vendor's staff **must** be communicated to the scheduler or agency's representative a minimum of two (2) hours prior to the start of a scheduled assignment. NO EXCEPTIONS.
2. Should a vendor's staff be consistently (Consistently defined as two (2) times) late or at the last minute with call-ins without justification, this **shall** be grounds for below standard VPR to be written or may result in termination of the contract.

L. Video, Conferencing

At the time of this IFB, no video interpreting will be considered. DHS is not prepared to do video conferencing; however, this option may be added in the future.

M. Skyping, Face Timing

Skyping or Face Timing will be considered only when the vendor and DHS are in agreement. Use of these methods of technology **shall** not exceed (60) minutes.

2.5 AGENCY RESPONSIBILITIES

A. Agency Interpreter Service Requirement

1. Each agency/division **must** specify the type of interpreter(s) (certified/non-certified) they are in need of prior to a scheduled appointment.
2. Agency purchase orders should indicate the type of service and the time required.

B. Travel Reimbursement

1. Travel miles for translation services will be reimbursed by the agency at the per diem rate recognized by the State of Arkansas. No additional (travel time, lodging, meals, etc.) costs may be charged to clients.
2. Travel miles (within a 25 mile radius of the vendor's base location for each county up to 50 miles one-way) will begin when vendor commences their trip from their base location address or last work site, whichever is the shortest distance, to the proposed work site. No travel reimbursement **shall** be allowed on the return trip.
3. If a vendor claims mileage, they **must** provide a transcript and mileage number of trip (where they began and how many miles traveled).

C. Services

1. All services to be performed and materials to be produced under the contract will be accomplished in consultation with DHS. DHS will have final approval.
 - a. Process and Procedures
 - All procedures developed and products provided under the contract **shall** be subject to final approval by DHS.

- All records and data pertaining to the contract will remain the property of DHS.

b. Documentation (Forms /Publications)

- A vendor **shall** have no proprietary interest in forms, publications, or other documents translated. English and or Non-English document translations are the sole property of DHS.
- The using agency may request the vendor to translate English forms, publications, correspondence etc., into a variety of non-English languages as determined by authorized contact personnel at the using agency.
- The documents requiring translation will primarily be English to non-English. But, a vendor could receive non-English text to be translated into English.
- Documents to be translated can be provided to a vendor, by the using agency in any mutually agreed upon and legible format.
- Translated documents **must** be returned "translated" in the same format as the original was provided and if specified-**must** be "print ready."
- During proofing/editing of documents, correspondence, etc., the vendor **must** offer written justification for all edits and changes they suggest to the using agency.
- Basic grammar and punctuation may be added, without justification, but changes on word choice and adjustments to major blocks of text or content **must** be accompanied by the vendor's rationale.
- It may be necessary to offer explanations based on the existing/specific circumstances.

D. Historical Usage

Historical data available includes both Interpreter and Translation services with a total spend of \$250,000.00.

2.6 INSURANCE REQUIREMENTS

- A. Prior to awarding, the vendor **must** furnish an approved "Certificate of Insurance" and **must** maintain the following insurance requirements throughout the contract period:
- B. The Insurance **shall** not be modified without OSP and DHS approval.
- C. The vendor **shall** maintain insurance for the contract period and any resultant renewals in the minimum amount:
- \$1,000,000 per occurrence,
 - \$3,000,000 aggregate, for professional liability, negligence, errors and omissions and public liability.
- D. The insurance **must** have limits sufficient to cover losses resulting from, or arising out of:
- Vendor's action or inaction in the performance of the contract by the vendor, its agents, servants, employee's, or subcontractors.
- E. The insurance **shall** cover and continue to cover all occurrences during the term of this contract and any extensions thereof.
- F. Vendor **must** submit when requested by OSP, or prior to Anticipation to Award, a current Certificate of Insurance as evidence that policies are in full force and effect. .
- G. DHS is to be notified, not less than 45 days in advance of any non-renewal, cancellation, or expiration of the vendor's insurance policy. In the event DHS receives a notice of non-renewal, the vendor **shall** provide DHS with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect.
- H. All insurance policies **shall** be with a company licensed by the State of Arkansas to do business and to provide such policies.
- I. OSP and/or DHS **shall** have the right to inspect the original insurance policies held by the vendor.

2.7 **CRIMINAL BACKGROUND CHECKS**

- A. Vendor is responsible for providing the DHS copies of the following certifications, prior to Anticipation to Award or when requested by DHS:

- Criminal Background Checks

NOTE: Per the following website link: <https://static.ark.org/asp/criminal/faqs.html>

The background check releases a person's Arkansas felony and misdemeanor conviction record, any pending Arkansas felony arrests (where a person has been arrested and has not gone to trial) within the last three (3) years, and whether the person is a registered sex offender (levels one through four) or is required to register as a sex offender.

- B. Prior to Anticipation to Award or when requested by DHS, the vendor will provide, at no cost to the State of Arkansas, the following Criminal Background Check Reports on:

- The Vendor
- The Supervisors and Employees.

C. Online Background Reports Will Be Accepted.

1. Arkansas State Police (ASP) certified background reports on all employees **shall** be provided to DHS prior to providing services, including employees that may be added at a later date.
 - a. Background reports **must** be current. Current is defined as background reports which are dated and received by DHS within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current **shall** not be considered.
 - b. Should ASP be delayed in sending the Criminal Background reports to DHS, OSP and DHS will accept proof of payment and application from vendor to receive the reports as compliant with this requirement.
 - c. OSP and DHS reserve the right to terminate any resultant contract resulting from this IFB should evidence show tampering of any background reports.
 - d. The Vendor **shall** utilize the ASP for all background reports.
 - e. Vendor **shall** immediately notify DHS of any changes or substitution of any employees assigned to the locations.
 - f. Background Reports **shall** be sent by ASP directly to DHS for review.
 - g. All employees providing Interpreter Services **must** pass a criminal background check prior to the commencement of their work. No employee **shall** be scheduled to commence work until and unless they have passed a criminal background.
 - h. DHS reserves the right to determine if a company employee passes or fails the criminal background check based on the results of the report. If the individual fails they **shall** not be allowed to provide services under any resultant contract resulting from this IFB.
2. Online background reports will be accepted through the Arkansas State Police website only.
<http://asp.arkansas.gov/services-and-programs/detail/criminal-background-checks>.

D. Additional Background Checks

1. DHS reserves the right to require, at no cost to the State, additional background checks of any employee at any time during the initial or any subsequent terms of the contract should good cause exist and is provided to the vendor. DHS **shall** have sole authority to determine good cause.
2. Vendor **shall** complete the form and send it directly to the ASP after written notification has been provided. DHS **shall** supply copies of the criminal background information, when requested, to OSP.

E. Renewal Periods

1. DHS requires, at no cost to the State, current reports. Current is defined as background reports which are dated and received by DHS within (72) hours of being sent by the Arkansas State Police (ASP). (Background reports which are not current **shall** not be considered, on all individuals that will be placed in the building at the start of each contract renewal period).
2. Vendor **shall** complete the form for each employee pursuant and submit it to the ASP not more than thirty (30) days prior to the start of the renewal period.

2.8 ADDITION OF NEW SERVICE METHODS

- A. The State intends to obtain for the duration of this contract, or any contract extensions thereof requiring Interpreter Services and or Translation Services, methods that reflect the industry's latest service technology.
- B. The State recognizes that there will be service technological modifications and improvements that may become available during the life of this contract that may be unavailable on the date of the contract award.
- C. Modified or improved methods for Interpreter Services and Translation Service technologies presented to DHS **shall** be at pricing parameters as the initial bid response pricing. (i.e. Discounts, Tier Cost, Volume Base, etc).
- D. DHS **shall** have final approval of modified or improved Interpreter Services and Translation Service methods prior to implementation.

2.9 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. **Performance Standards identify required** deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **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.
- C. The State **shall** have 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 vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor shall follow the direction of the agency regarding the required compensation process.

2.10 PERFORMANCE MEASURES

Service Criteria	Acceptable Level	Damages for Insufficient Performance
Interpreters and Translators	Provider shall have the capability of providing certified and non-certified face-to-face and or over-the phone Interpreters and document translation services.	<p>Inability to provide the requested interpreter(s) or document translation services as outlined in the contract will result in a below standard VPR being written by the requesting Division.</p> <p>An additional discount of 0.05% per total of each invoice will be deducted to cover auditing of the invoice document.</p> <p>Three (3) incidents during a quarter resulting in a below standard VPR may result in cancellation of the Vendor's contract.</p>
Face to Face Services	The requesting Division shall provide the vendor at least forty-eight (48) hours' notice prior to the appointment and at least twenty-four (24) hours' notice prior to cancellation of the appointment. However, in case of an emergency a vendor may-be required to provide an interpreter(s) with less than forty-eight (48) hours' notice.	<p>If a vendor's staff fails to attend a scheduled assignment or provide a qualified substitute, the vendor shall reimburse the requesting Division for two (2) hours of the vendor's hourly fee plus mileage, if incurred, (not to exceed fifty (50) miles maximum).</p> <p>Three (3) below standard VPR's in a quarter may result in cancellation of the Vendor's contract.</p>
Over The Phone Services	<p>Provider shall have sufficient telephone lines and operators to respond to requests for interpreters within five (5) rings.</p> <p>Provider shall return phone calls to the requesting Division for interpretation services within thirty (30) minutes of receipt.</p>	<p>1st offense – Written warning 2nd offense– 10% credit on billing invoice for the requesting interpretation services 3rd offense– 20% credit on billing invoice for the requesting interpretation services 4th offense– 35% credit on billing invoice for the requesting interpretation services.</p> <p>Three (3) incidents during a quarter resulting in a below standard VPR may result in cancellation of the Vendor's contract.</p>
Translation Authentication	The interpreter(s) are to have 100% language proficiency in English and in the language (s), both verbal and written, for which they are providing interpretation services.	<p>If the vendor's translation (verbal or written) has been found to be substantively inaccurate, the vendor assumes 100% of the financial liability for the correction of the inaccuracies.</p> <p>Three (3) properly verified translation inaccuracies during the course of one (1) contract year constitute sufficient grounds for termination of the Vendor's contract.</p>

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		Three (3) incidents during a quarter resulting in a below standard VPR may result in cancellation of the Vendor's contract.
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APPENDIX A



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STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid 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 bid 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 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:** Bids 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 bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will 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 are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
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 bid invitation 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 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 bid invitation. If the bidder takes no exception to specifications or reference data in this bid 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 bid invitation. 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 bid 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 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 Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

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- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid 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.
- 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 invitation for bid, (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 invitation for bid 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

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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 invitation for bid, the bidder named on the front of this invitation for bid, 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.