



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0048	Solicitation Issued:	12/06/19
Description:	Armed Security Guard Services		
Agency:	Arkansas Career Training Institute		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	12/17/19	Bid Opening Time:	1:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

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

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Career Technical Institute (ACTI) to obtain pricing and a contract to provide armed security guards (hereinafter referred to as "Guards") at ACTI located at 105 Reserve Ave., Hot Springs, Arkansas 71902.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is February 1, 2020 except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year or a portion thereof. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to one (1) additional one-year term(s) or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

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

1.5 ACCEPTANCE OF REQUIREMENTS

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

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. "Business Days" means a day occurring Monday through Friday, excluding State Holidays. A current listing of State Holidays can be found on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- K. "Post Orders" means written documents that clearly outline duties, responsibilities, and expectations of security guards.

1.7 **RESPONSE DOCUMENTS**

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
 - b. One (1) original copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.

- B. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- C. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- D. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 **SUBCONTRACTORS**

No subcontractors will be considered for this solicitation.

1.10 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. In the blue shaded pricing cells, on the *Official Bid Price Sheet*, the Prospective Contractor **shall** include the Guard's hourly rate of pay and the hourly bill rate.
 - 1. The Guard's hourly rate of pay **must** only include the Guard's hourly wage and **must** only be applicable to the Guards that are assigned under a resultant contract.
 - 2. The Contractor's hourly bill rate **must** include all costs associated with providing Armed Security Guard Services to the Agency as specified herein. The hourly bill rate **must** include the Guards' hourly wage as provided on the *Official Bid Price Sheet*, as well as all other associated costs including but not limited to the following:
 - a. Costs for providing equipment and vehicles as specified in this IFB.
 - b. Costs for taxes and insurance.
 - c. Administrative expenses.
 - d. Indirect expenses such as utilities, rent, and legal fees.
 - e. Costs associated with providing testimony and other court appearances.
 - f. Costs associated with criminal background checks, drug screenings, and training.
- C. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.
- D. DO NOT submit any ancillary information not related to actual pricing on or with the *Official Bid Price Sheet*.
- E. Prospective Contractor **shall** enter a cost in each blue shaded pricing cell. The Prospective Contractor **shall** price location and shifts. Should the Prospective Contractor fail to price location, or a shift included in a location, the State reserves the right to reject the Prospective Contractor's bid response.

1.11 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.

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

1.15 **REQUIREMENT OF ADDENDUM**

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

1.16 **AWARD PROCESS**

A. Successful Contractor Selection

- 1. Award will be made to the lowest-bidding, responsible Prospective Contractor as determined from the amount auto-populated into the *Total Estimated Cost for the Initial 1-Year Term* cell on the *Official Bid Price Sheet*.

B. Negotiations

- 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
- 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
- 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
- 3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

- 1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.

2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included in the solicitation response.
- C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.21 PAST PERFORMANCE

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

1.22 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.

- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.23 PUBLICITY

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

1.24 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Career Technical Institute (ACTI) (herein referred to as “Agency”) to obtain pricing and a contract to provide armed security guards (hereinafter referred to as “Guards”) at 105 Reserve Ave., Hot Springs, Arkansas 71902.

The number of Guards and shift hours are estimated for bidding purposes only and may vary depending on the Agency’s needs. The Agency reserves the right to increase or decrease the number of Guards and/or shift hours based on operational needs, command guidance, budgetary limits, or other Requirements unknown to the Agency at the time this IFB was issued.

2.2 BACKGROUND AND CURRENT ENVIRONMENT

Arkansas Career Training Institute (ACTI) provides vocational training and services that lead to employment opportunities for students served by Arkansas Rehabilitation Services (ARS). Located in Hot Springs, Arkansas, ACTI is one of only eight comprehensive rehabilitation centers in the United States.

Serving more than 400 students annually, ACTI is the third largest vocational rehabilitation center in the country. ACTI’s mission is to provide vocational training and employment opportunities to adults with disabilities. Students are referred to the center for evaluation and placement by vocational rehabilitation counselors who are in 19 field offices across the state. Once enrolled, students have access to vocational training and medical services.

The mission of the Arkansas Career Training Institute is to assist individuals with disabilities to become employed through the provision of comprehensive rehabilitation service.

2.3 PROSPECTIVE CONTRACTOR’S QUALIFICATIONS

- A. The Agency will have one mandatory site visit for all Prospective Contractors interested in bidding. No more than two (2) representatives from each Prospective Contractor **shall** attend the mandatory site visit. There will be a sign-in log at the ACTI location, and late arrivals will not be permitted to join the site visit. Attachment A: *Site Visit Verification Form* **must** be signed by the building contact representative after the completion of the mandatory site visit and **must** be submitted with the *Bid Response Packet* to be considered for award. Failure to attend the mandatory site visit and submit the Site Visit Form **shall** result in rejection of the Prospective Contractor’s bid response.

LOCATION

Arkansas Center Technical Institute (ACTI)
105 Reserve Ave.,
Hot Springs, Arkansas 71902

Date: December 12, 2019

Time: 10:00 a.m. CT

ACTI Representatives: Director: Jonathan Bibb and/or Assistant Director Lily Kersh and/or Public Safety Director: Dale Phillips will provide the tour for the Mandatory Site Visit.

- B. Prospective Contractor **shall** be licensed as an armed security guard company with the State of Arkansas’s Board of Private Investigators and Security Agencies in accordance with Arkansas Cost §17-40-101 et seq.
- C. Prior to contract award, or when requested by OSP, Prospective Contractor **shall** provide a copy of the company’s license issued through the State of Arkansas Board of Private Investigators and Security Agencies.
- D. Prospective Contractor **shall** have an office located in Central Arkansas. (See Attachment B: ADEM map to identify the Central Arkansas region)
- E. Prospective Contractor **shall** have a minimum of five (5) years’ experience providing armed security guards through the following method:

1. A duly licensed security company with the State of Arkansas.

2.4 **SECURITY GUARD QUALIFICATIONS**

A. Prior to assigning a Guard to the Agency's location, the Guard **shall**:

1. Be a citizen of the United States of America.
2. Possess a photo identification card issued by the Arkansas State Police as a Commissioned Security Officer.
3. Speak, read, write, and understand the English language.
4. Possess and maintain a valid Arkansas State issued driver's license.
5. Be exempt of any criminal conviction.
6. Be drug free and remain drug free throughout the term(s) of a resultant contract.
7. Be at least twenty-one (21) years of age.
8. Be a high school graduate or possess a Graduate Equivalency Degree (GED).
9. Have the ability to administer normal to emergency duties requiring moderate to difficult physical exertion including, but not limited to, the following:
 - a. First-aid and CPR and use an Automated External Defibrillator (AED).
 - b. Lifting or carrying objects weighing up to thirty (30) pounds.
10. Physical capabilities **must** include, but not be limited to, the following:
 - a. Standing or walking per shift requirement(s).
 - b. Climbing stairs and ladders.
 - c. Binocular vision, correctable 20/30.
 - d. Capable of hearing ordinary conversations at fifteen (15) feet.

B. The Agency prefers a minimum of two (2) years' experience as civilian or military law enforcement/security for Guard's assigned under a resultant contract.

2.5 **GENERAL REQUIREMENTS**

A. Contractor **shall** provide certified and trained armed Guards in quantities determined by ACTI to be distributed among the shift schedules as specified herein for the ACTI location.

B. Contractor **shall** report any incidents within one (1) hour of learning of a situation to current ACTI points of contact. Current ACTI points of contact are: Director: Jonathan Bibb and/or ACTI Public Safety Director: Dale Phillips; or ACTI assigned designee.

C. Prior to providing services, the Contractor **shall** provide the name, email address, and phone number for primary and secondary contact persons who will serve as the points of contact to Agency personnel as requested.

1. Points of contact **shall** be available by phone twenty-four (24) hours per day, seven (7) days per week throughout the term(s) of a resultant contract.
2. Points of contact **shall** maintain copies of the contract documents, including but not limited to this IFB.

- D. Prior to providing services, the Contractor **shall** provide a list of Guard names, to the Agency, that will be assigned to the ACTI location. The list of Guard names **must** be kept on-site as instructed by the Agency.
 - 1. The list **must** include the Guard's full name and date of birth and must acknowledge the Guard has met the background checks.
 - 2. The list **must** be validated and signed by the Contractor and provided to Agency personnel as requested.
 - 3. Due to security reasons, the Contractor **shall** provide an updated list to the Agency anytime a Guards employment status or information changes during the term(s) of any resulting contract.
- E. At the same hourly bill rate as set under a resultant contract, the Contractor **shall** provide replacement Guards to provide relief to assigned Guards during shift breaks, lunch breaks, and at any other time as necessary to provide the shift coverage specified in this IFB. Other than the hourly bill rate, the State will not accept any claim for additional costs for providing replacement Guards, including but not limited to overtime pay.
- F. Contractor **shall** retrieve all Agency issued identification media items such as vehicle decals, badges, and keys from Guards who depart from their job duties and **shall** return these items to the Agency's security personnel as directed by the Agency.
- G. Contractor **shall** be financially responsible for any damage to State property while performing services under a resultant contract.
- H. Contractor **shall** provide and maintain open lines of communication with Agency during the contract term(s).
- I. All services performed under a resulting contract **must** be provided in accordance with the Requirements, as specified in this IFB.

2.6 **CONTRACTOR REQUIREMENTS**

- A. Contractor **shall** provide the following positions to include, but not be limited to:
 - 1. Supervisor
 - a. Duties for Supervisor include but are not limited to the personnel performing the work as specified in this IFB.
 - b. Supervisor(s) **must** be competent in their knowledge of security procedures to:
 - i. Solve problems
 - ii. Provide quality control
 - c. Supervisor(s) **must** be trained as the liaison between the building points of contact at ACTI. Current ACTI points of contact are: Director: Jonathan Bibb and/or ACTI Public Safety Director: Dale Phillips; or ACTI assigned designee.
 - d. Contractor **shall** submit to ACTI, prior to Supervisor placement at the ACTI location, the assigned Supervisor(s) name, and phone number(s).
 - 2. Site Supervisor
 - a. At the discretion of the Contractor, one of the Guards on-duty **shall** be assigned as the site supervisor.
 - b. Contractor **shall** assign the following tasks to the on-duty site supervisor, to include but not limited to:
 - i. Document required information in reports.
 - ii. Process the report and distribute the report to the ACTI personnel and Guard Supervisor. After award, the Agency will provide the timeline and format for reports.

iii. Current ACTI personnel to receive reports are: ACTI Director: Jonathan Bibb and/or ACTI Public Safety Director: Dale Phillips. Jonathan.bibb@arkansas.gov. and dale.phillips@arkansas.gov .

3. Off-Site Supervisor

- a. Contractor **shall** have a minimum of one (1) duty supervisor on-duty during scheduled Guard hours.
- b. Contractor **shall** provide a direct two-way voice communication or cell phone during the times a duty supervisor is in a Contractor provided vehicle making site inspections.
 - Contractor **shall** have discretion of the brand and type of cell phone provided.
- c. At the discretion of the Contractor, the task duty supervisor **shall** be responsible for the personnel on all shifts in operation during Guard duty period.
- d. Contractor **shall** schedule a supervisor to visit the ACTI location a minimum of one (1) time per week.
- e. Supervisor **must** sign and date the Guard log during each weekly visit:

2.7 INSURANCE REQUIREMENTS

A. The Contractor **shall** maintain the following liability insurance limits throughout the term(s) of a resultant contract.

1. Commercial General Liability

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

2. Worker's Compensation Statutory Limits and Employer's Liability

Employer Liability	\$100,000.00
Disease Each Employee	\$100,000.00

3. Umbrella Liability

Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

4. Automobile Liability

Combined Single Limit	\$1,000,000.00
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B. Commercial automobile liability insurance **must** include coverage for all vehicles driven on the Agency's property.

C. The Certificate of Insurance **must** name the ACTI as the certificate holder with the intent to notify the Agency within ten (10) Business Days of any intention to cancel the insurance.

D. Within fourteen (14) Business Days of request from the Agency, the Contractor **shall** provide the Agency with a Certificate of Insurance as evidence of compliance with the Insurance Requirements stated herein. The Certificate of Insurance **must not** be modified without the Agency's prior written approval.

2.8 EMPLOYMENT CHECKS, SCREENINGS, REQUIREMENTS

A. Contractor **shall** provide background checks on each Guard providing service at the ACTI location. Background checks **must** include, but are not limited to, the following:

- 1. Arkansas State Police Background Check

- a. Contractor **shall** obtain a criminal background check from the Arkansas State Police on each Guard.
 - i. Criminal background checks **must** include, at a minimum, the following:
 - Employment history
 - Conviction records
 - Ongoing criminal charges
 - Credit check
 - Driving record
- b. Criminal background checks **must** be current. Current is defined as background reports which are dated and received by the Agency within seventy-two (72) business hours of being sent from the Arkansas State Police. Background Checks which are not current will not be considered.
- c. When requested by the Agency, the Contractor **shall** obtain criminal background checks on any Guard who is assigned to the Agency at any time throughout the aggregate term of a contract.

B. Employee Polygraph Examinations

1. ACTI reserves the right to have Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 Et. seq.
2. Polygraph examinations or any such testing **shall** be borne at the Contractor's expense.

C. Employee Drug Testing Requirements

1. Contractor **shall** have each individual drug tested who is assigned to the Agency at any time throughout the aggregate term of a contract, at no additional cost to the Agency, to include but not limited to detect the following drugs:
 - a. Marijuana (THC)
 - b. Cocaine
 - c. Opiates
 - d. Amphetamines
 - e. PCP
 - f. Other drugs as determined by ACTI
2. ACTI reserves the right to restructure the drugs tested as needed.

2.9 **WEAPONS CERTIFICATION**

- A. Guards **shall** carry loaded firearms while on duty. Contractor **shall** determine the type of firearm to be utilized.
- B. Guards **must** be certified by the Arkansas State Police per section 2.3 and 2.4 requirements.
- C. At a minimum, Guards **shall** requalify on their assigned weapon every twelve (12) months as determined by a registered firearms instructor who is certified by the Arkansas State Police.

2.10 GUARD EQUIPMENT

A. At the Contractor's discretion, for the Guard's use while on duty, the Contractor **shall** supply the following to include but not be limited to:

1. Handguns
 - a. Contractor **shall** have the handguns routinely serviced and cleaned to maintain the weapons in optimal working order.
 - b. Contractor **shall** immediately report any problem or malfunction experienced with a weapon to the Agency as directed by the Agency after contract award.
2. Ammunition
3. Cellular Telephone
 - a. Contractor **shall** provide a cellular telephone for the guard on patrol for communication with the security office.
 - b. The cellular telephone **must** be of the type and quality to enable voice or text communication from any point in the building and for a radius of one (1) mile outside the Agency property.
4. Flashlight(s) with batteries and bulbs. A law enforcement approved flashlight is preferred.
5. Report forms for incidents, investigations, and arrest.
6. Log books
7. Notebook (standard hand-held paper notebook) containing post orders
8. Vehicle with insignia identifying the authorized Security Company as awarded through this IFB.

2.11 DRESS CODE AND PERSONAL APPEARANCE

- A. Guards **shall** be dressed in uniforms, shoes, jackets, and equipment while performing armed security guard services.
- B. Uniforms **must** display the Contractor's insignia on the outer uniform garment and above the waist. Unauthorized insignia or accoutrements **must not** be worn with or on uniforms.
- C. Uniforms **must** be clean and in well-pressed condition.
- D. Shirts **must** always be worn tucked in.
- E. Footwear **must** be clean and polished.
- F. Uniforms **must** be identical to each other.
- G. Uniforms **must** cover tattoos. E.g. Long sleeve shirts, shirt collars buttoned, full length slacks and/or pants.
- H. Guards **shall** wear weather-proof uniforms and footwear during inclement weather conditions.
- I. Guards **shall** wear a picture identification badge containing the Guard's photo, full name, and the company they represent.
- J. Badges **must** be worn in a uniform manner, on the outermost garment, in full view above the waist.

- K. Badges **must** be able to withstand inclement weather.
- L. Guards **shall** maintain a neat, professional image, and a fitness level appropriate to the physical demands as specified herein.
- M. Guards **shall not** have tattoos that are determined by the Agency to be:
 - 1. Obscene
 - 2. Gang affiliated
 - 3. An advocate for sexual, racial, ethnic, or religious discrimination
- N. Guards **shall not** attach, affix, or display body piercings on any exposed body part, except that women may wear one matching, small, conservative earring per earlobe that fit tightly without extending below the earlobe.
- O. Guards **shall** wear body armor, provided by the Contractor, when instructed by the Agency.

2.12 SHIFTS AND SCHEDULES THAT NEED IMMEDIATE SERVICES

- A. Guard shifts **shall not** exceed forty (40) hours per week.
- B. Guards **shall** alternate their post positions, hours, and/or shifts as needed to prevent a Guard's shift from exceeding forty (40) hour per week. The Agency will not reimburse the Contractor for overtime wages for any reason.
- C. Guards **shall not** perform services for more than twelve (12) consecutive hours and **must** have at least eight (8) hours rest between shifts.
- D. **SCHEDULE OF SHIFTS**
Services for ACTI will be 24-hours per day, 7-days per week, 365-days a year, including holidays. Shift hours and days are specified below and are subject to change at the discretion of the Agency.
 - 1. Schedule of services for shift 1: 8:00 a.m. to 4:00 p.m. hours (8-hours)
Days of week for shift 1: Sunday through Saturday, including holidays (7-days)
Estimated number of Guards: 2
Estimated hours per year: 2,920 per each Guard (Total: 5840 hours)
 - 2. Schedule of services for shift 2: 4:00 p.m. to 12:00 Midnight hours (8-hours)
Days of week for shift 2: Sunday through Saturday, including holidays (7-days)
Estimated number of Guards: 3
Estimated hours per year: 2,920 per each Guard (Total: 8760 hours)
 - 3. Schedule of services for shift 3: 12:00 Midnight to 8:00 a.m. (8-hours)
Days of week for shift 3: Sunday through Saturday, including holidays (7-days)
Estimated number of Guards: 3
Estimated hours per year: 2,920 per each Guard (Total: 8760 hours)

2.13 GUARD ON-DUTY SERVICE REQUIREMENTS

- A. Upon reporting for duty, Guards **shall** perform, at a minimum, the following general orders:
 - 1. Read and review security logbook entries from the previous Guard's shift and become familiar with problems and incidents that may have occurred. Guard **shall** keep the security logbook inside the visitor center building as directed by the Agency.
 - 2. Within one (1) hour of beginning a shift or as otherwise directed by the Agency, consult with Agency's representatives, if present, and/or the Guard being relieved, to determine if there are any special instructions for the upcoming shift.
 - 3. Perform an initial, internal walking tour around the entrance gates to verify entrances are secured.

4. Perform an initial, exterior walking tour of the ACTI building to visually examine the grounds, roadways, and parking lots, making note of any changes to equipment, structures, or the layout of the entry control points that may alter or affect the Guard's patrol or constitute a safety hazard by hindering fire, police, or other emergency personnel from gaining access onto the Agency's location.
- B. Guards **shall** maintain the security logbook with the following information (if available to the Guard) and with other information as directed by the Agency:
1. Printing and signing name when reporting and/or departing from their duties.
 2. Logging information pertaining to fires and other emergencies occurring while on duty including but not limited to the following, if available:
 - a. Time the fire/emergency was noticed.
 - b. Time the fire department other appropriate emergency personnel were notified.
 - c. Time of first responder's arrival, such as Emergency Medical Technicians (EMT's), police and/or fire department.
 - d. Time of departure of first responder(s).
 - e. Information as to the probable cause of the fire and other emergency as determined by the fire, police, or other emergency personnel.
 - f. An account of Guard's actions during the emergency.
 3. Logging information pertaining to incidents involving trespassing or any other criminal activity including but not limited to the following, if available:
 - a. Identity of person and type of crime.
 - b. Address of person associated with the crime.
 - c. Vehicle registration number of the vehicle identified with the crime.
 - d. Description of the vehicle identified with the crime.
 - e. An account of the Guard's actions during the trespassing or criminal activity.
 - f. Action taken by local police department, if the situation warrants.
 4. Logging in visitors who represent other State agencies, cities, counties, or town governments.
- C. Guard duties and responsibilities **shall** include, but are not limited to the following:
1. Safeguarding the Agency's location, as assigned.
 2. Providing complete Guard coverage during shift changes.
 3. Detaining person(s) as needed and releasing them over to local law enforcement authorities.
 4. Guards **shall** conduct random vehicle inspections of the entire property at the direction of the Agency.
- D. To ensure no unauthorized persons and/or items remain within the property during non-duty periods, Guards **shall** conduct roving inspections around the Agency's location and **shall** inspect the area around the perimeter fence of the Agency's location.
- E. Guards **shall** conduct weekly fence security checks with Contractor's vehicles and **shall** report to the Agency as directed regarding any breaches, downed fencing, or missing sections of perimeter fencing.

- F. Upon request and direction from the Agency, Guards **shall** perform secondary or occasional duties and responsibilities including but not limited to the following:
1. The assigned Guard(s) **shall** remain, on-site, at all times, during assigned shift.
 2. Guard **shall** maintain a log recording each security check.
 - a. Logs **must** be available, for review purposes, to ACTI and/or the Contractor on an as needed basis.
 3. Guard **must** maintain a log of all non-employee persons entering or leaving the location.
 - a. Contractor's employees **shall** comply with regulations for control of persons entering or leaving the building.
 - b. Regulations will be furnished to the Contractor by ACTI, within one (1) week of award and/or the first full week of Contractor's employee's physical attendance at the ACTI location.
 4. Assist in training practice or emergency procedures pertaining to situations such as fires and vandalism.
 5. Guards **shall** be able to monitor the security system and cameras.
 - a. Security cameras are located throughout the ACTI campus.
 - b. Security system console is located in ACTI Building 1.
 - c. Monitoring frequency **shall** be at the Contractor's discretion and/or as directed by ACTI.
 6. Guards **shall** provide hourly walk-around security checks through the perimeter of the building and parking lots.
 7. Guard **shall** keep all doors secure and when it is necessary for an outside vendor or for the postman to have a door propped open, the security guard **shall** be at the location until the work is complete.
 8. Guard **shall** keep building secure, have knowledge of the use of metal detector pass through and monitor hearings being held by ACTI with claimants with the use of a remote camera.
 9. Contractor **shall** collaborate with ACTI and **shall** prepare and provide for ACTI a copy of the Post Orders which **shall** govern duties and performance levels for Security Guards and/or Site Supervisors assigned.
 10. ACTI will supplement and on occasion during the term of the contract change the Post Orders to meet the operational needs of the facility.
 11. Mutual agreement by ACTI and the Contractor **shall** determine the final form and content of the Post Order.
 12. Contractor **shall** provide: One (1) standard hand-held paper notebook containing the Post Orders to the Guards, and one to the ACTI.
 13. Guard **shall** be stationed at a front desk area. However, they will be patrolling the grounds on a continuous basis, as well as the parking lot especially when tenants are arriving in the morning and leaving in the afternoon.
 14. This is a moving security check patrol, including but not limited to:
 - a. Foot (walking)
 - b. Drive through inspection(s) by use of Contractor provided vehicle.
- G. Guards **shall** report all incidents to the Agency within one (1) hour regarding any information or circumstances of which they are aware that may pose a threat to the security and/or safety of the Agency's personnel, civilian personnel, Contractor's personnel, and/or Agency resources. Incidences to report may include, but are not

limited:

1. Weapons discharge.
2. Security breach.
3. Procedural violations.
4. Accidents and/or injury to persons and/or property.

- H. Contractor and Guards **shall not** discuss or provide any information concerning any incident with any other private, civil, or government organizations without express, written consent and permission from the Agency or designee.
- I. Contractor **shall** take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the property and/or building.
- J. Contractor **shall** be responsible for any loss or damage to the State's property of others due to the Contractor's personnel, and **shall** make good, at his own expense, such loss or damage.

2.13 TRAINING

- A. Contractor **shall** provide training of all employees, prior to placement at ACTI, and **shall** include but not limited to:
1. The satisfactory completion of an eight (8) hour off-job security course in compliance with Arkansas Code Annotated §17-40-101 ET seq.
 2. Legal restrictions on:
 - Arrest
 - Search
 - Seizure
 3. Training in:
 - Appearance
 - Attitude conducts
 - Discipline
 4. Safety on the job
 5. Report writing per Contractor's requirements.
 6. Radio/Telephone techniques
- B. Contractor's employee **shall** have a minimum of four (4) hours on-the-job instruction at the ACTI location, including but not limited to:
1. Performance of post assignments
 2. Performance of special assignments
 3. Emergency procedures
 4. Proper use of emergency equipment, i.e. fire extinguishers, fire equipment, gas masks, respirators, etc.
 5. Public relations
- C. All training **must** be conducted by Contractor's administrative or supervisory staff and provided without charge to the State.

- D. Contractor's administrative staff **shall** keep training records of all employee training offered at the ACTI location.
- E. ACTI reserves the right to review, when requested, all Contractor employee training records as maintained by the Contractor.

2.18 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages per Monthly Invoice
Contractor maintains staffing	Guards on-site at ACTI location as specified in the IFB	Monthly invoice will be deducted at the hourly bill rate per Guard for each 15 minutes the Contractor fails to provide Guards.
Contractor provides qualified and trained Guards	Guards who are trained, armed, and equipped to fulfill the Requirements of the IFB.	1% to be deducted from the monthly invoice per Guard who fails to report for duty armed and equipped.
Reporting	Incidents to be reported within one (1) hour of learning of a situation. See section 2.5 (B)	5% to be deducted from the monthly invoice for each occurrence where the Contractor fails to report incidents within one (1) hour.
Guard List	Guard list is kept updated for the ACTI location. See section 2.5 (D)	\$1,000.00 credit on monthly invoice for each occurrence during the month whereby the Contractor fails to update the Guard list.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Rehabilitation Services
Accounts Payable
P. O. Box 3781
Little Rock, AR 72203

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

3.2 GENERAL INFORMATION

A. The State will not:

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

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

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 STATEMENT OF LIABILITY

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

3.5 RECORD RETENTION

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

3.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

3.7 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

3.9 CANCELLATION

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

3.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.