



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

INVITATION FOR BID

IFB Number: SP-15-0125	Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov
Commodity: Nursing Services Agency: AR Department of Human Services/AR State Hospital	Bid Opening Date: January 7, 2016
Date Issued: December 7, 2015	Bid Opening Time: 1:00:00 p.m. CT

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.

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

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 []

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 2 of 15

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000712259

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

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

- 2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

- 3. EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

- 4. 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;

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 3 of 15

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.

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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 4 of 15

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 the Arkansas Department of Human Services/Arkansas State Hospital (DHS/ASH) to obtain pricing and a contract for **Nursing Services** and to contract with multiple vendors to provide highly qualified, skilled nursing personnel for the positions of: Registered Nurse (RN), Licensed Practical Nurse (LPN & LPTN), and Certified Nurse Assistant (CNA). Group 1: DHS/ASH Nursing Services. Group 2: Provider Management Services.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this IFB.

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, CPPB (Buyer) at 501-324-9316 or 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.

Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.

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. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

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:
Arkansas Department of Human Services/Arkansas State Hospital
Attention: Accounts Payable/Purchasing
305 S. Palm Street
Little Rock, AR 72205
Email: dhsashaccounts payable@arkansas.gov

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 6 of 15

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. 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 the DHS/ASH as to the services purchased.

Vendors should invoice DHS/ASH by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Invoices **must** be submitted weekly and in duplicate for services provided. Invoices **must** match the employee's timesheet including time in and time out. Audits for accuracy will be performed by DHS/ASH of all invoices submitted for payment.

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' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.9 **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 **must** 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. This information is requested to be included in the 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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 7 of 15

- 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 this 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 release(s) by a vendor(s) 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

Award shall be made as an "ALL or NONE", Total Cost for all services, on Group 1 & Group 2,
a maximum of four (4) each per group will be awarded.

Awarded vendors will be ranked by the lowest priced vendor for each nursing discipline; the lowest overall vendor shall be listed first and then the next lowest listed second and so forth. It is the intent of the DHS/ASH to contact

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 8 of 15

the first lowest vendor, and if the first vendor cannot provide the requested service required at that time, then the second vendor will be contacted, and so on.

However, in the event of a crisis situation, the division will first contact the first vendor, and if the first vendor is unable to provide the service, the division will be permitted to contact any one of the remaining vendors in order to supply the required service. "Crisis" shall be defined as that period identified as one (1) hour, or less, from the beginning of the shift position needed. This includes all responders in Group 2 as well.

Group (2): Provider Management System, will be utilized as determined by DHS/ASH. Group (2) is not to be referenced as a primary provider listing. However, the bidding process is required to have the Provider Management System available should DHS/ASH be prepared to implement the system into their nursing service program.

Simultaneous usage of Group (1) and Group (2) will not be permitted. Once a group has been implemented for services, only that service can be utilized. Should both services prove unsuccessful, the rebidding process will be initiated.

This contract shall be a multiple contract award, per group, to vendor's who meet the qualifications, not to exceed four (4) in each group, to ensure there is adequate coverage by any discipline for the center.

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 this 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 (60) 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 Nurse Staffing Services **shall** be borne by the bidder.

1.20 EXTENSION CLAUSE

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of six (6) additional times for the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement, DHS/ASH and the contractor. The contractor will be notified before expiration of this contract if an extension is requested.

1.21 PRICE CHANGE CLAUSE

All prices bid **shall** be firm for twelve (12) months of this contract. Thereafter, at the time of optional renewal, a request for increase **must** be submitted in writing, (120) days prior to the Office of State Procurement with supporting manufacturer's documentation indicating percentage of increase and effective date. This increase **must** be addressed to the merchant network and be reflective of an increase to all distributors, not to this contract alone. Justifiable increases are based on manufacturer costs due to increase of materials to provide accurate testing results.

The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State. After receipt of required documentation and in the event a price change is authorized thereafter, said prices **will** remain firm for the period of stated renewal.

The Price Change Clause **will** remain in effect for any agreed upon periods of extension.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 9 of 15

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Arkansas **will** be given the full benefit of any such decline in price immediately upon the effective date of reduction. The State of Arkansas may monitor and compare other state's pricing against what is being provided on this contract. DHS/ASH may request reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

1.22 REQUIRED DOCUMENTATION

Required documentation, when requested by OSP, must be received by OSP within (72) business hours from request or proof of payment toward processing requested documentation.

1.23 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.

1.24 STATE HOLIDAYS

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 vendor should maintain adequate staff on such working days. Additional days other than what is stated below can be proclaimed by the Governor as a holiday through an Executive Proclamation.

If these holidays fall on Saturday, the proceeding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a regular duty day, the services shall be rescheduled in the same week to either the day preceding or following the holiday.

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington's Birthday/Bates	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veterans Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday by Executive Proclamation
Christmas Eve	December 24	
Christmas Day	December 25	

SECTION 2: SPECIFIC REQUIREMENTS

2.0 SCOPE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services/Arkansas State Hospital (DHS/ASH) to obtain pricing and a contract for **Nursing Services Professionals** and to contract with multiple vendors to provide highly qualified, skilled nursing personnel for the positions of: Registered Nurse (RN), **Licensed Practical Nurse (LPN & LPTN)**, and **Certified Nurse Assistant (CNA)**.

A maximum of four (4) vendors per group will be awarded to adequately staff the nursing positions twenty-four (24) hours per day, which includes weekdays and/or weekends and holidays, it is imperative that DHS/ASH have access to a number of vendors who can provide needed personnel at a moment's notice, and that no position(s) critical to DHS/ASH operations is left unattended.

Group 1: DHS/ASH Nursing Service. Group 2: Provider Management Professional Placement Services. DHS/ASH will consider Group 1: as an-as-needed call process initiated by DHS/ASH.

Group (2): Provider Management System, will be utilized as determined by DHS/ASH. However, the bidding process is required to have the Provider Management System available should DHS/ASH be prepared to implement the system into their nursing service program.

Simultaneous usage of Group (1) and Group (2) will not be permitted. Once a group has been implemented for services, only that service can be utilized. Should both services prove unsuccessful, the rebidding process will be initiated.

Group (2) is recognized as a "Single point-of-contact" program (Spoc). The awarded vendor would assume all administrative responsibilities of the program while recruiting specialized staff services to DHS/ASH. Should DHS/ASH implement this program during any period of the contract, this would replace Group (1) for the remainder of the contract including any amendments or possible extensions.

DHS/ASH reserves the right to negotiate cost, for group (2), based on the environmental analysis review of the appropriate program model prior to implementation of the system.

Agency staff will perform functions as specified at DHS/ASH, in accordance with all federal, State, institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations. Including HIPAA (Health Insurance Portability and Accountability Act) compliance as applicable to the DHS/ASH location.

DHS/ASH is an urban, inpatient, state psychiatric hospital. The current bed capacity is 226 with an average census of 210.

Current certifications include: CMS (Centers for Medicare and Medicaid Services and Joint Commission accredited).

NOTE: All DHS/ASH facilities are designated as **NON-SMOKING**. A designated area is available for those employees that require smoking privileges.

2.1 VENDOR COMMUNICATION RESPONSE TIME

The successful vendor **must** provide staffing in a timely manner. Timely as defined in this IFB is:

- A. Crisis – vendor is contacted one (1) hour or less from beginning of needed shift. Vendor must respond to the request within (15) minutes from the request. Otherwise DHS/ASH will seek services from another vendor on vendor list.
- B. Routine – vendor is contacted more than one (1) hour, but less than eight (8) hours, from the time services are needed. Vendor must respond to request within (30) minutes from time of request. Otherwise DHS/ASH will seek services from another vendor on vendor list.
- C. Projected – vendor is contacted more than eight (8) hours before time services are needed. Vendor must respond within four (4) hours. Otherwise DHS/ASH will seek services from another vendor on vendor list.

2.2 REQUIRED SERVICES - ESTIMATED MONTHLY HOURS

The quantities stated within are estimated for bidding purposes only. The State may order more or less as is required during the term of the contract.

- | | |
|--|--------------------------------------|
| A. Registered Nurses (RN) | (275) Estimated Total Monthly Hours |
| B. Licensed Practical Nurse (LPN & LPTN) | (275) Estimated Total Monthly Hours |
| C. Certified Nursing Assistant (CNA) | (2500) Estimated Total Monthly Hours |

2.3 INVOICING REQUIREMENTS

All invoices **must** be accurate and match staff provider timesheet.

- A. Inaccurate invoices/time sheets will be returned to the vendor without payment;
- B. Continued inaccuracies may be cause for cancellation of contract;
- C. Late fees may only be assessed according to Arkansas Procurement Law – R1:19-11-224 (2).

2.4 EMPLOYEE TIME TRACKING (TIMESHEETS)

All timesheet's must be signed by a DHS/ASH RN leadership with knowledge of the time in and time out of employees.

A. TIME-SHEETS

All time-sheets **must** contain:

- 1. Employee's full name;
- 2. Actual hours worked (i.e. time in and time out);
- 3. Unit/Agency where they worked;
- 4. Employee's with name changes will be given **three (3) days** to provide documentation of change;
- 5. Badge name and sign-in name must match.

B. BREAKS

Break's refers to standard "meal" breaks of (30) minutes: (Given to staff scheduled to work at least six (6) hours)

- 1. One (1) - (30) minute break will be given for every six (6) hours worked;
- 2. DHS/ASH is not obligated to provide (15) minute breaks, but may be authorized on a case by case basis;
- 3. Excessive breaks, or breaks lasting longer than the formal allotted time, will be deducted by the RN on the timesheet;

C. EMPLOYEE OVERTIME AND HOLIDAY TIME

The DHS/ASH CEO approval is required at least two (2) weeks prior to the holiday based on the written justification and recommendation of the CNO. All contracted staff hourly rates shall be given as follows:

- 1. All regular, night, weekend and overtime hours will be the same regular rate by service;
- 2. No overtime will be paid;
- 3. Holiday rate shall be no more than 30% of base premium pay for the four (4) specified (24) hour periods (12:00 p.m. to 12:00 p.m.);
- 4. All other Federal and State holidays will be at regular rate;
- 5. Pricing shall include shift differential. Mistakes in shift differential bid pricing shall be borne by the vendor.

2.6 ORIENTATION PROCESS

Should a provider's employee be registered as an active Nursing Professional with more than one agency, at the initial orientation, that employee must declare which provider they are working through while on DHS/ASH premises. A Nursing Professional cannot represent more than one provider at the same time while on DHS/ASH premises.

Should a staffing provider or a nursing service professional violate this requirement, the staffing provider nor the employee, may not be allowed to continue to provide services to DHS/ASH.

2.7 PROVIDER'S INSURANCE REQUIREMENTS

The provider shall at all times, during the term of any resultant contract from this IFB, carry not less than \$1,000,000.00 in Malpractice (Occurrence Policy) and General Liability Insurance coverage. A Certificate of Insurance will be required prior to Anticipation to Award and any renewals that may be included to verify the coverage.

2.8 REGISTRY

It is requested that the vendor provides, with their bid response, a current registry listing of the available active number of Nursing Service Professionals at their location. A registry will be required prior to Anticipation to Award. The registry must state the number available and the classification of the service professional as:

- A. Registered Nurse (RN);
- B. Licensed Practical Nurse (LPN or LPNTN);

C. Certified Nursing Assistant (CNA).

2.9 CANCELLATION OF CONTRACT (See Section 1.22 Cancellation)

The following violations may be cause for Cancellation of Contract:

- A. Violation of DHS/ASH minimum conduct standards, as discussed in "Orientation" by DHS/ASH staff.
- B. Three (3) repeated placement of staff in a (30) day period who violate DHS/ASH minimum conduct standards which results in numerous permanent "do not return" (DNR) status.
- C. Immediate notification of disciplinary actions taken against any provider staff with clinical licensure.
- D. Zero tolerance on inflation of the amount of monies owed to provider by DHS/ASH. Immediate (within 30 days) payment of owed funds to DHS/ASH is required.
- E. Forgery of documentation required by staff.
- F. Consistently late, being defined as three (3) within a (30) day period, or last minute call-ins from provider's employees, without justification.
- G. Any other act or omission by the vendor which, as DHS/ACH determines in its sole discretion materially diminishes to DHS/ACH the value or quality of services rendered by the vendor.

2.10 VENDOR PERFORMANCE REPORTS (VPR)

Vendor Performance Reports shall be utilized whenever the Vendor is in default of the contract terms as outlined in this IFB. Upon notification of the VPR, the Vendor shall promptly take all corrective actions to be in compliance with the contract terms. The agency and the Vendor shall work together during the vendor's resolution of any non-compliance issue. The Vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the Vendor issued by OSP.

2.11 OTHER ESSENTIAL REQUIREMENTS

Service provider must supply written documentation that each of their employees have read the facility job description and other materials provided to the provider prior to orientation at DHS/ASH. Documentation includes, but is not limited to the following:

- A. HIPAA Confidentiality
- B. OSHA Safety Training
- C. DHS/ASH Agency minimum conduct standards
- D. Policies and procedures, when warranted, prior to training and prior to working, if a policy or procedure has changed or been updated.

2.12 LICENSESURE, BUSINESS

A valid Arkansas business license (which may be acquired through the City or County where service is provided) is required and a copy should be submitted with the IFB response, or when requested by OSP, prior to Anticipation to Award.

The vendor is required to maintain a valid Arkansas business license (Per City or County) throughout the life of the contract. A vendor found to have an invalid or delinquent license will have (15) business days to obtain a new or renewed license. Should a business license require additional days from that shown above justification must be submitted by the City or County in which the vendor is licensed. The vendor will be responsible for any cost associated with an invalid or delinquent license.

A Vendor will not be able to provide services to the State of Arkansas under the awarded contract until the business license has been renewed.

The business license name must be as shown on the bid response or awarded contract.

2.13 PROVIDER MANAGEMENT NURSING SERVICES (Identified as Group 2)

To form a strategic partnership with DHS/ASH, for a cost-effective process with quality solutions directed to the Nursing Staff industry. The following requests are recommended through the service:

- A. Ability to provide required services to DHS/ASH at less than required timeframes as indicated in this IFB.
- B. Continued efforts to hold cost and decrease capital expenditures.
- C. Ability to offer expanded rosters of additional and reliable nursing providers.
- D. Improved customer relationships through providing DHS/ASH Nursing Staff requirements.
- E. Reporting methods designed to convey savings and project levels in order to improve implementation of expertise staffing requirements.
- F. Assist DHS/ASH with advanced technology skills available in the Nursing Staff marketplace.

2.14 **REQUIRED COMMUNICATION EQUIPMENT**

The vendor must have access to or use of a fax machine and/or e-mail capability in order to receive nursing requirements and be able to send responses to the requesting department.

- A. E-mail will be the primary way of communicating with the Contractor, including sending monthly staffing schedule requests for services to the Contractor and for receiving correspondence from the Contractor.
- B. E-mail messages will be used to document communication requests.

2.15 **SOFTWARE REQUIREMENTS**

DHS/ASH reserves the right to review and negotiate all costs related to software requirements that are unknown at the time of this IFB. Software must be compliant to DHS/ASH security requirements while also maintaining the provision's for all software updates, support, and revisions for a period of one (1) year from date from acceptance. All system software must be the current market version and have been in commercial use for a minimum of six (6) months prior to date of this IFB.

NOTE: Should IT Software components be required to provide services, those components may be subject to pre-approval, by OSP procurement law requirements, prior to implementation of the IT service.

2.16 **STAFFING SUPPORT**

The awarded vendor **shall** provide support on a timely basis. Timely is defined as identified in section 2.1 of this IFB. The awarded vendor **must** provide a toll-free assistance line or centrally located contact number on a 24/7 basis.

STAFFING SUPPORT NUMBER: _____

HOURS OF OPERATION: _____

2.17 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards identifies expected deliverables, performance measures, or outcomes which 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, the agency **shall** direct the vendor as to the required compensation process.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 14 of 15

PERFORMANCE STANDARDS

SERVICE CRITERIA	DAMAGES FOR INSUFFICIENT PERFORMANCE
1. Billing – Invoicing Agency will provide accurate invoicing on a weekly basis.	If accurate invoices are less than 98% of all invoices submitted in a quarter (with the first three months of the contract being the first quarter) there will be damages equal to .005% of the amount of the inaccurate invoices credited for the quarter.
2. Staffing – Call response Agency must have, at any point in time in the contract, responded to at least three (3) of the last five (5) calls within applicable time frames.	May result in cancellation of the contract.
3. Call-in's or Cancellations Agency will keep call-in's or cancellations to a minimum. Minimum defined as a maximum of three (3) per monthly basis.	Inability to provide the nursing staff as required in the IFB will result in a below standard VPR being written. Less than 95% accuracy in a one (1) month consistency may result in cancellation of contract. Three (3) below standard VPR's in a quarter for the same concern <u>may</u> result in cancellation of the contract.
4. Policy Compliance – Resulting in Counseling Agency shall require staffing to adhere to DHS/ASH Required standards of policy and procedure.	Any incident which results in a counseling will be cause for poor performance. Continued failure <u>may</u> result in cancellation of the contract.
5. Policy Compliance – Resulting in a near miss Incident.	Any incident which results in a near miss determined through a root cause analysis as defined by CMS and TJC will be cause for poor performance. Continued consistency <u>may</u> result in cancellation of the contract.

SECTION 3: SPECIFICATIONS

3.0 MINIMUM CERTIFICATION REQUIREMENTS

The provider shall provide proof that all licensed staff are graduates of an accredited program and their licenses/certifications are current and have no disciplinary actions pending or in progress.

The provider shall provide to DHS/ASH Nursing Administration the following credentials/certification of qualifications/screenings for Nursing Professionals being assigned to provide services at DHS/ASH:

- A. Registered Nurse (RN) and Licensed Practical Nurse (LPN)
 - 1. Arkansas State Board of Nursing registry to show proof of Nursing License in good standing.
- B. Certified Nursing Assistant (CNA)
 - 1. CNA Certification;
 - 2. Arkansas Office of Long-Term Care Facility employment clearance;
 - 3. Arkansas CNA Registry Verification.

3.1 MINIMUM PROVIDER EMPLOYEE STAFF REQUIREMENTS

The following are the minimum requirements for all employees placed at the DHS/ASH facility as RN's, LPN's/LPTN's and CNA's. Associated cost to be DHS/ASH responsibility:

- A. CPR Certification from American Heart Association (AHA)
 - * Certification must include AED Training
- B. Clear copy of Driver's License or State Photo ID
- C. Clear copy of Social Security Card
- D. Proof of Annual Flu Shot during facility prescribed flu season
- E. Yearly proof of TB Skin test with results
- F. Controlled Substance Abuse Test Results'
 - *DHS/ASH will pay for a ten (10) Panel Drug/Alcohol Screening which may be repeated randomly at DHS/ASH
- G. Arkansas State Police Criminal History Report (Criminal Background Check) paid by DHS/ASH
 - *Additional reports may be requested by DHS/ASH during the term of any resultant contract of this IFB
- H. Child Maltreatment Registry Screening
- I. Adult Abuse Registry Screening
- J. In-Service Training form generated by DHS/ASH
 - *Initialed and signed by agency staff and agency supervisor, which provides proof of training at the provider facility, in the area of OSHA, HIPAA and Patient Rights/Confidentiality requirements
- K. DHS/ASH Agency functional job description
 - *Signed by agency staff and agency supervisor
- L. Signed by agency staff and agency supervisor
- M. Other documentation to approve the provider employee for work as needed or requested, but not limited to:
 - 1. Court clearance documentation
 - 2. Statements;
 - 3. Prescription proof of prescribed narcotics
 - 4. Additional training documentation as requested

3.2 NURSING SERVICE PROFESSIONAL REQUIREMENTS

Provider must provide written documentation, per DHS/ASH form requirement, that each Nursing Service Professional has the ability to perform nursing duties commensurable to the level of nursing qualifications that befits their nursing licensure or CNA certification and the competency to demonstrate the following:

- A. The ability to observe and evaluate psychiatric conditions
- B. The ability to use good judgement and to maintain confidentiality related to patient and information
- C. The ability to perform in a high level simulated environment
- D. The ability to react calmly and effectively in emergency situations
- E. The ability to work as a team player
- F. The ability to demonstrate tact, resourcefulness, patience and dedication
- G. The ability to work different shifts time/flexible-staffing times
- H. Effective oral and written communication skills
- I. Organizational skills
- J. A basic knowledge of computers
- K. Ability to adhere to HIPAA standards (HIPAA training must be completed)

3.3 NURSING SERVICE TIMELINE COMMITMENT:

Provider's employees shall commit to work on the DHS/ASH premises for:

- A. A (90) consecutive day period immediately following the completion of the initial orientation training process (orientation ends with formal approval notification to the provider)
- B. After (90) consecutive days, the provider's employee may declare that they wish to work at DHS/ASH through a different provider
- C. The provider named by the employee, must provide all required documentation for the employee that the previous provider supplied to DHS/ASH
- D. Additional training requirements will be reviewed by DHS/ASH prior to the employee being approved to work at DHS/ASH for the new provider

3.4 CALL-INS or CANCELLATIONS

All call-ins or cancellations must be communicated to the nursing schedule or the nurse on duty (NOD) **a minimum of two (2) hours** prior to the start of required shift. Specifically for the following shifts **without exceptions**:

- A. 7:00 a.m. Shift – Call-ins must be communicated to the (NOD) prior to 4:30 a.m.;
- B. 2:30 p.m. Shift – Call-ins must be communicated to the (NOD) prior to 12:30 p.m.;
- C. 10:30 p.m. Shift – Call-ins must be communicated to the (NOD) prior to 8:30 p.m.

Should a provider's employee call and cancel less than two (2) hours prior to the beginning of a shift (4:30 a.m., 12:30 p.m. or 10:30 p.m., etc.) more than three (3) times or a provider fails to replace a cancelled staff for a shift on three (3) separate occasions, a below standard VPR will be written on the staffing agency.

3.5 UNSATISFACTORY EMPLOYEES

If a provider's employee is less than satisfactory, their employee will be required to:

- A. Go through re-education on the less than satisfactory subject
- B. Possible suspension for a specified time
- C. A "Do Not Return" (DNR) will be completed by DHS/ASH, through any staffing provider, based on the severity of the incident(s)

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 17 of 15

OFFICIAL BID PRICE SHEET

All cost are to be included in the hourly rate. No additional cost will be incurred by DHS/ASH unless shown in the total hourly rate cost.

Group 1: DHS/ASH Nursing Services

RN SERVICES	Estimated (Monthly) Hours Required	HOURLY RATE
	275	\$
LPN SERVICES	Estimated (Monthly) Hours Required	HOURLY RATE
	275	\$
CNA SERVICES	Estimated (Monthly) Hours Required	HOURLY RATE
	2500	\$
TOTAL COST FOR ALL SERVICES		\$

All cost are to be included in the hourly rate. No additional cost will be incurred by DHS/ASH unless shown in the total hourly rate cost.

Group 2: PROVIDER MANAGEMENT NURSING SERVICES

RN SERVICES	FEE ASSESSED	HOURLY RATE	TOTAL COST INCLUDING: FEE ASSESSED AND HOURLY RATE
	\$	\$	\$
LPN SERVICES	FEE ASSESSED	HOURLY RATE	
	\$	\$	\$
CNA SERVICES	FEE ASSESSED	HOURLY RATE	
	\$	\$	\$
TOTAL COST FOR ALL SERVICES			\$

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

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 19 of 15

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.

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.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0125

Page 20 of 15

- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this 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.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

F-1

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SOCIAL SECURITY NUMBER	FEDERAL ID NUMBER	SUBCONTRACTOR:	SUBCONTRACTOR NAME:
TAXPAYER ID #: ----	OR ----	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IS THIS FOR:			
TAXPAYER ID NAME: <input type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?			
YOUR LAST NAME: FIRST NAME: M.I.:			
ADDRESS:			
CITY: STATE: ZIP CODE: --- COUNTRY:			

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

F O R I N D I V I D U A L S *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

F O R A N E N T I T Y (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☐ None of the above applies

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____
_____ Title _____
_____ Date _____

Entity Contact Person _____ Title _____
_____ Phone No. _____

AGENCY USE ONLY

Agency	Agency	Agency Contact
Number _____	Name _____	Contract or Person _____
_____	_____	Phone No. _____
_____	Grant No. _____	