



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-17-0031R	Solicitation Issued:	02/21/2017
Description:	Pharmacy Services		
Agency:	Arkansas Department of Veterans Affairs		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	March 21, 2017	Bid Opening Time:	2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor 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.</p>
Proposal's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal 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• Vendor'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

It is the intent of Arkansas Department of Veterans Affairs to obtain pharmacy services for its residents that supply products in compliance with applicable local, state, and federal laws. This will include labeling all medications and providing the necessary facility and equipment for a medication administration system. The pharmacy service should be able to provide routine medications as well as having a system in place for floor stock medications, as needed (PRN) medications, and emergency/urgently needed medications.

The locations are as follows:

(1) Arkansas State Veterans Home at Fayetteville 1125 North College Fayetteville, Arkansas 72703	(2) Central Arkansas Veterans Home 2401 John Ashley Drive #100 North Little Rock, Arkansas 72214
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1.2 TYPE OF CONTRACT

- A. A Term contract will be awarded to a single vendor.
- B. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is July 1st, 2017. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- C. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

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

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

1.5 DEFINITION OF REQUIREMENT

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

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. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 **RESPONSE DOCUMENTS**

A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.
2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. *Additional Copies of the Technical Proposal Packet*
 - a. Three (3) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Two (2) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.

2. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page.*
 - *All Agreement and Compliance Pages.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*
 - *Voluntary Product Accessibility Template (VPAT).*
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions **must** be submitted by **4:00 p.m. Central Time on, February 28, 2017**. Submit written questions by email to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
 2. Vendors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on **March 8, 2017**.
- B. Vendors may contact the OSP buyer with procurement-related questions at any time prior to the bid opening.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 **AGREEMENT AND COMPLIANCE PAGES**

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.

- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.13 **PRICING**

- A. Vendor(s) **must** include all pricing on the Official Price Bid Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for **180** days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents. Or, as stated by discount percentage as shown on the Official Price Sheet.
- G. The Official Bid Price Sheet may be reproduced as needed.

NOTE: See Attachment "B" for example of how the discount will be converted to a weighted cost.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.15 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal 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 **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- D. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.17 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.19 **AWARD PROCESS**

A. Successful Vendor Selection

The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendors. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking vendor. The negotiation process may be repeated until the anticipated successful vendor 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 vendor 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. Vendors 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 **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor'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* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract.

1.20 MINORITY BUSINESS POLICY

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

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

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

C. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

D. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 PAST PERFORMANCE

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

1.24 **TECHNOLOGY ACCESS**

- A. 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 technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) 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.
- B. 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) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, 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:
1. 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
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. 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;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. 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
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 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.

1.26 VISA ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.27 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.28 RESERVATION

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

Vendors are invited to submit proposals for delivery of over the counter, intravenous solutions and medication, and prescription drugs to the following facilities:

Arkansas State Veterans Home at Fayetteville (ASVH-F): A maximum bed capacity of (108) that includes clients with various medical and orthopedic disabilities that require skilled nursing care. Currently there are approximately eighty seven (87) residents in the facility. See section 2.4 Essential Services (K) Pharmacist Support for duties required by this proposal.

Central Arkansas Veterans Home (CAVH): A maximum bed capacity of (96) that includes clients with various medical and orthopedic disabilities that require skilled nursing care. The NLR facility is a new location. See section 2.4 Essential Services (K) Pharmacist Support for duties required by this proposal.

The successful vendor on this proposal **must** supply products in compliance with applicable local, state and federal laws for the residents of both Veterans Home locations. The vendor shall have the appropriate credentials that apply to his/her profession. The vendor **must** have knowledge and experience in state regulations for pharmacies and maintain current licensures.

The specifications are intended to provide a conceptual framework, and are not exhaustive. Alternative approaches to any given requirement may be considered by the evaluation committee if it is in the best interest of the State.

Vendors may request and be permitted, with ample justification, access to the Veterans Home client medical records for purposes of delivery of medications. Release of patient information **must** be in compliance with HIPPA current regulations in effect at the time of the request.

The pharmacy provider **must** supply products in compliance with applicable local, state, and federal laws for the residents of the Fayetteville Veteran's Home and the NLR Veteran's home, 24 hours a day, 7 days a week including all holidays, and regardless of inclement weather conditions, within two (2) hours after notification of need.

2.2 BACKGROUND

The Fayetteville facility opened in the summer of 2006 and currently houses approximately eighty seven (87) residents. The Veteran's home is located on the fifth and sixth floors of the UAMS Northwest.

The Central Arkansas facility (CAVH) opened in November 2016. The home is adjacent to Fort Roots Veterans Administration Hospital in North Little Rock at 2401 John Ashley Drive.

2.3 MINIMUM QUALIFICATIONS

1. Vendors **must** supply, with the proposal, three (3) references (including persons to contact and telephone numbers) in the United States with similar service agreements as proposed under this RFP.
2. References **must** be able to support claims of experience with similar provided services, dependability and work experience. See: Attachment A – Vendor's References.
3. Prior to Award, or when requested by ADVA, vendor **must** provide a Project Manager's name and pharmaceutical experience for this service.
4. Each Pharmacist assigned to this service **must** have a minimum of five (5) years of experience in dispensing pharmaceuticals in similar surroundings (Nursing Home, Residential Care).

2.4 ESSENTIAL SERVICES

A. Licensure

1. The vendor **shall** have the appropriate credentials that apply to his/her profession. Example of this is: License, DEA #.
2. The vendor **must** submit, when requested by OSP and/or ADVA, a current copy of Pharmaceutical licenses for each staff personnel that will be assigned to this account.

3. The vendor should submit, a current business license with the proposal technical packet, or when requested by OSP and/or the ADVA.
4. The vendor **must** have knowledge and experience in federal and state regulations for pharmacies (i.e Office of Long Term Care, Medicaid, Medicare).

B. Dispensing Program

1. The responding vendor **must** have a dispensing drug prescription program and prescription reconciliation program. This program will enable the facility to check in the prescription order to insure the facility is receiving all of the medication on the delivery sheet.
2. The information will be loaded into a computer and the prescription should be bar-coded.
3. After items are scanned a report may be generated showing owed order, orders not shipped and a verification that the shipment is correct.
4. No unlawful substitutions as defined by the Arkansas Board of Pharmacy will be accepted.

C. Drug Dispensing Method

1. A blister pack system for unit dose delivery of medications is the required method of drug dispensing. This is a requirement for both prescription and over the counter medications.
 - However, it is understood that not all medications will be able to be provided in a blister pack delivery system for a variety of reasons.
2. The contractor will be expected to provide information on situations when it is anticipated that blister packs cannot be used.
3. The vendor **must** accept the current Medicaid Dispensing fee rate. The Dispensing fee may change per Federal requirements.

Note: At the time of this RFP, the rate is \$5.51. (A lesser Dispensing Fee than the Medicaid rate, is acceptable and encouraged by the State of Arkansas)

4. The vendor, by signature of RFP, agrees that the rate of Dispensing Fee will only increase according to the Medicaid rate at the time of extension options, and/or, when Medicaid allows for increase, with justified documentation.

D. Change-Out Program

1. Three (3) days prior to the 1st day of each month, ADVA requires medications, received per physician's orders, to be delivered by the awarded service and available for inventory use to each location serviced.
2. Residents requiring new medications, a change of medications, or new admissions to the location's, should receive the proper quantity of prescriptions to carry them through the remainder of the month of the occurrence. (E.g. Admissions on the 10th of the month would receive 20/21 day's supply of prescription meds until the new month begins.)
3. One (1) month supply of medication is required to begin each month on the first day of each month.

E. Computer System

1. The Vendor **must** have an effective computer system in place that is readily available and compatible to Point Click Care/Point Click Care EMAR system of providing and maintaining drug profiles on individual clients for medical staff, consulting pharmacists, and the regulatory agency.
2. The system **must** allow for an effective interface between the staff of various medical facilities and with the contractor.
3. This system **must** be able to be responsive to medical staff and pharmacist needs while adhering to the regulations for protection of patient privacy.

4. The vendor **must** monitor the patient's medications, note potential problems and make recommendations to the facility as needed.

F. Equipment

1. The Contractor will be responsible for all durable medical equipment necessary to perform the pharmacy services contract.
2. In the event any pharmaceutical equipment provided by the Contractor relating to administering pharmaceutical drugs to patients requires replacement, or repair, the Contractor will replace immediately at no cost to the Veterans Home affected location.
3. The vendor **shall** be responsible for all equipment necessary to perform the pharmacy services contract as specified, including Medication Carts.

G. Hours of Service

1. Pharmacy services **must** be available 24 hours per day, 7 days per week for urgent and emergency medication orders. This will include backup plans for urgent/emergency drug delivery in the event of (for example) hazardous road conditions or after hours drug delivery.
2. Vendor **must** provide delivery services after hours, weekends, and holidays, including inclement weather.
3. The Vendor **must** provide contact names and phone number for after hours, weekends, and holidays, including in inclement weather.
4. Delivery service to include delivery within two (2) hours of prescription notification.

H. Medication List Verification

1. The vendor **must** be able to provide routine checking of medication lists for allergies or drug interactions, especially when new medications or medication changes are ordered.
2. The vendor **must** have a pharmacist available to provide monitoring for allergies, drug interactions and appropriateness of dosages.

HIPAA Requirement:

1. Vendor **will** have full access to the Veterans Home facility location's client medical records for purposes of delivery and monitoring of medications.
2. Release of any information related to clients at either location, **must** be in compliance with HIPAA current regulations.

I. Intravenous Solutions

Vendor **shall** provide intravenous solutions and all necessary intravenous equipment to perform the pharmacy services contract.

J. Prescription Review

1. Contractor will be responsible for review of prescriptions for therapeutic classes individually or collectively and view brand name medications, generics or both and recommend cost effective measures to the Fayetteville Veterans Home and the Central Arkansas Veterans Home to allow facility to maximize dollar savings.
2. Recommendations to the pharmacist consultant on a regular basis is required to share information, achieve savings, and better services for the facilities.
3. Prescriptions **must** be accurately interpreted, filled, labeled, and delivered in compliance with applicable local, state and federal laws for the clients at each location.

K. Pharmacist Support

1. A partial or full support on-site pharmacist **must** be provided by the vendor. This pharmacist will act as a liaison between the facility, its nursing staff, and the pharmacy service.

2. The pharmacist will be responsible for monitoring the ordering and receiving of medications to ensure they are ordered in a timely schedule, and are received from the pharmacy accurately and timely.
3. The pharmacist works with a consultant pharmacist in educating the nursing staff. Specific requirements include the following:
 - Monitor the ordering, receiving, and accuracy of delivery of all medications.
 - Monitor the proper storage of medications.
 - Review all pharmacy charges to the facility
 - Attend meetings with facility administrative staff in an effort to find ways to keep pharmacy costs as low as possible.
 - Make recommendations for changing drug therapy to medications that may be billed to other payer sources or changes to the lowest cost products with the same therapeutic effectiveness.
 - Assist the nursing staff with pharmacy questions.
 - Assistance with order entry and questions of drug compatibility.
 - Monitor for the proper utilization of medications. When medications are believed to not be administered as prescribed, develop a report and provide it to the Administrator, Director of Nursing and Consultant Pharmacist, identifying when it is believed medications may not be properly administered.
 - Coordinate with nursing staff and the attending physicians to obtain medication orders and changes in orders to comply with the established facility formulary, and perform follow-up to ensure the order change was appropriately transcribed to the orders and medication administration sheets (MAR).
 - Assist nursing staff on transcribing medication orders into the computer or creation of the computer printed orders and MAR sheets.
 - Provide a method of medication management for client visits to home.
 - The vendor **must** coordinate with attending physicians to obtain medication orders and changes in orders to comply with the established facility formulary.
 - The vendor **must** perform follow-up on all order changes, to the facility Pharmacist, to ensure appropriate transcription to the orders.
 - The vendor **must** have a Pharmacist available for clinical consultation for medical staff members located at both locations.
 - The vendor **must** have a Pharmacist available to provide counseling and medical education for clients and staff located at both locations.
 - The vendor **must** have the ability to process insurance claims and provide both locations with rejection/prior authorization notices.
 - The vendor **must** provide clients with any commercially available legend medication, including CII Stimulants used in the treatment of ADD and ADHD.

L. Insurance

1. The vendor **must** provide Insurance coverage to appropriately cover all aspects of Pharmaceutical delivery as required by the State of Arkansas for both individual and automotive.
2. A copy of current insurance coverage will be required, when requested by OSP or Arkansas Dept. of Veterans Affairs.

M. Reporting Requirements

1. The Vendor **shall** provide an audit trail, including monthly reports, as required by Arkansas Department of Veterans Affairs.
2. Reports will be in the format as required by Arkansas Department of Veterans Affairs.
3. The following information **shall** be provided by the vendor on the 15th of the following month of each month, on each patient, identified in the reports:
 - a. Pharmaceuticals ordered and date of order
 - b. Pharmaceuticals delivered and date delivered
 - c. Pharmaceuticals dispensed and date dispensed
 - d. Date Pharmaceuticals received by Veterans Home location
 - e. Pharmaceuticals returned
 - f. Pharmaceuticals short dated
 - g. Pharmaceuticals backordered

4. A report showing yearly usage will be required when requested by OSP or ADVA. The following information **must** be identified on the report.
 - a. Each pharmaceutical ordered in the highest to lowest quantities.
 - b. Each pharmaceutical should be identified as: NDC #, Label Name, Quantity, GSN
 - c. Pharmaceuticals may be shown as grouping as shown on the "Official Price Sheet": RX Brand, RX Generic, and OTC.
 - d. Report **must** show the total quantities of each item ordered from the contract start date to the date of any renewal options exercised.
 - e. Pricing included in the report **must** be shown as "Wholesale Acquisition Cost" with the proposed discount showing along with the total invoice cost billed.

N. Transportation Requirements

1. Vendors **must** have adequate staff and vehicles available to provide the required delivery and service as stated in this RFP.
2. Vendor **shall** maintain reliable transportation to support the needs required by Arkansas Department of Veterans Affairs.
3. Transportation to include insurance, for the beneficial and expeditious provision of pharmacy service and delivery.
4. Automotive Insurance requirements are to be those mandated by the State of Arkansas for the transportation class maintained. (i.e. Business/Commercial, Residential.)

O. Vendor Travel

Vendor **shall** be accountable for all meals, lodging and any other expense accrued during required travel.

P. Taxes

Vendor **shall** be responsible for the payment of state and federal taxes and FICA with regards to wages received.

Q. Staffing and Experience

1. Vendor should provide random drug testing for employees to verify competency levels to administer pharmaceuticals as stated in this RFP.
2. Vendor **must** have personnel available (24) hours per day, (7) days per week and available to deliver within a two (2) hour prescription notification of need of delivery.
3. Vendor **must** identify if subcontractors are utilized and the area that those subcontractors will service.
4. Vendors **must** maintain current driver's license information and current vehicle insurance and liability as required by the State of Arkansas on all employees of the company.

R. Internet Ordering Procedures

Ordering procedures **must** include an internet ordering site as well as options including emailing and faxing.

S. Invoice Auditing Comparisons

1. Vendor **must** provide invoicing in the following format:
 - Date
 - RX Number/Description of Item
 - Quantity
 - List Price (WAC pricing)
 - Discount percentage applied
 - Invoice amount
2. Vendor, when requested by ADVA, **must** supply a link, at no additional cost to ADVA, to their pharmaceutical provider in order for ADVA to audit the List Price (WAC) cost of each prescription supplied.
3. The audit information will be based on the daily invoices and the monthly statements that ADVA may or may not audit at random.

T. Drug Shortages

Vendor **must** provide methods to handle discrepancies in shortages based on inaccurate counts or when errors are noted upon the dispensing at the facilities.

U. Delivery and Dispensing Methods

1. Vendors **must** have procedures in place denoting the scheduling, delivery, and dispensing methods currently utilized.
2. The methods **must** be effective and efficient to preventing theft, shortages, mis-handling and inaccurate inventory counts of pharmaceuticals.

V. Inventory Reconciliation/Delivery

Vendor **must** have accounting capabilities reflecting how reconciliations to inventory records will be addressed and corrected should errors occur.

W. Performance Security

Vendor is responsible for Performance Security through either a bond or Insurance coverage.

X. Emergency Ordering/Delivery

Vendor **must** have an emergency plan of action in place prior to beginning service of any resultant contract from this RFP.

Y. Pricing

Vendor **must** provide ADVA pricing availability for viewing the WAC pricing. Reference section 2.4 Essential Services "S" (2) & (3).

Z. Transition Period

1. The initial start date of the transition period will begin on the first of the month, based on the contract award.
2. The awarded vendor will have a minimum of thirty (30) days with a maximum of sixty (60) days to transition all requirements as listed in this RFP, into complete and working order.

2.5 DESIRED FEATURE

The following information is requested and considered a "desired feature" as represented by ADVA.
Prescription Take-back Program/Disposal

1. Vendor should have a prescription take-back/disposal program available at no additional cost to the agency, for utilization, when requested by the ADVA locations.
2. The take-back prescription/disposal program will be utilized by the ADVA for the following purpose:
 - Patient is unable to consume the prescription due to a drug reaction or health issue.
 - Patient is no longer a resident at the VA location.
 - Drug has been recalled by manufacture for reasons declared by FDA or other drug supervising agency.
 - Change of prescription by the authorized physician.

2.6 BACKGROUND CHECKS

1. Due to the critical and sensitive nature of the work of the Veterans Home locations, all vendors are required to undergo a criminal history background check.
2. To accomplish this, vendors **will** be expected to provide the ADVA with proof of criminal background checks prior to implementation of the contract.
3. Background checks are to be received through the Arkansas State Police reporting format. Information received **must** be dated within (72) hours of request from OSP and/or ADVA.
4. Should Arkansas State Police be operating on a back-log for Criminal background checks, the vendor may submit a paid receipt to OSP or ADVA to be in compliant.
5. Background check reports are to be sent to ADVA prior to employees being scheduled for service at the two locations.

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

Performance Standards Table

SERVICE CRITERIA	ACCEPTABLE RANGE	DAMAGES FOR INSUFFICIENT PERFORMANCE
<p>Billing/Invoicing</p> <p>Vendor will provide accurate invoicing on a weekly basis.</p>	<p>98%</p>	<p>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. Continued inaccuracies may result in a below standard VPR being written and maintained in the file.</p>
<p>Delivery – Standard, Emergency</p>	<p>98%</p>	<p>Deliveries times are greater than the maximum allowable time. Damages include a 25% deduction in billed meds when delivered one hour past allowed time. Every 30 minutes thereafter the deduction increases by 5%. May result in a below standard VPR being written and maintained in the file.</p>
<p>Shortages – In accurate counts</p>	<p>98%</p>	<p>Reporting shows consistent (more than three (3) times per moth) shortages, in-accurate dispensing counts. A 5% credited to agency per each shortage occurrence. May result in a below standard VPR being written and maintained in the file.</p>
<p>Reports – Rec'd on time indicating the information as required by RFP</p>	<p>98%</p>	<p>Reports must be submitted as stated in the RFP. Failure to submit reports as required by this RFP, will accrue fines of \$100.00 per day of missing report. May result in a less than standard VPR being written and maintained in the file.</p>

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
 1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
 2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
 3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
 4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal.
 5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections as shown in the table below.
 1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

	Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Essential Service				
A.	Dispensing Program	10	5	35
B.	Drug Dispensing Method	5	5	35
C.	Change-Out Program	5	5	35
D.	Computer System	5	10	70
E.	Equipment	5	3	21
F.	Hours of Service	5	5	35
G.	Medication List Verification	5	5	35
H.	Intravenous Solutions	5	5	35
I.	Prescription Review	5	5	35
J.	Pharmacist Support	10	4	28
K.	Reporting Requirements	5	4	28
L.	Transportation Requirements	5	3	21
M.	Staffing and Experience	5	5	35
N.	Invoicing Auditing Comparisons	5	3	21
O.	Internet Ordering Procedures	5	7	49
P.	Drug Shortages	5	5	35
Q.	Delivery and Dispensing Methods	5	4	28
R.	Inventory Reconciliation/Delivery	5	5	35
S.	Transition Period	5	8	56
E.2 Desired Features				
A.	Prescription Take-Back Program/Disposal	5	4	28
Totals		110	100.0%	700

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

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

$$(A/B) * C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

E. Vendor's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

F. Technical Proposals that do not receive a minimum weighted **score of 325** may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

3.2 COST SCORE

A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the highest total points from the single weighted bid totals (Attachment B) per the discounts submitted on the Official Bid Price Sheet.

B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$$(A/B) * (C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	700
Cost	300
Maximum Possible Grand Total Score	1,000

3.4 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the vendor’s understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

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

Arkansas Dept. of Veterans Affairs
Attention: Marecia Griffin
501 Woodlane Drive, Suite 230C
Little Rock, Arkansas 72201

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

4.2 GENERAL INFORMATION

- A. The State **shall not** 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 vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- J. In a contract with another party, the State will 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.

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times 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.
- A. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

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

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **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 **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

4.7 CONFIDENTIALITY

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

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

- A. 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 **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

4.10 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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – 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 Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal 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 disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **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. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors 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 vendor 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 vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor'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 vendor's expense. After reasonable examination, all demonstrators will be returned at vendor'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 vendor.
- 10. **AMENDMENTS:** Vendor's proposals 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 vendor. 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 vendor.
- 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 vendor 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 vendor.

- 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 vendors 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. Vendor **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. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- 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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal 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.
- 27. 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.