



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-17-0115	Solicitation Issued:	05/03/2017
Description:	State New Hire Registry		
Agency:	Arkansas Department of Workforce Services		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	May 16, 2017	Bid Opening Time:	2:30 p.m., Central Time
<p>Bids 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. Bids 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>
Bid'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:	Stephanie Cellers	Buyer's Direct Phone Number:	501-371-6065
Email Address:	Stephanie.Cellers@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This *Invitation for Bid* (IFB) is issued by the Office of State Procurement (OSP) on behalf of Arkansas Department of Workforce Services (ADWS). The objective of this solicitation is to contract with a vendor to provide ADWS with a State Registry of newly hired and returning employees as required by Personal Responsibility and Work Opportunities Reconciliation of 1996 (P.L.104-193) and Act 1276 of 81st Arkansas General Assembly, 1997.

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. 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

Bids 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 bid or in subsequent correspondence, **shall** cause the vendor's bid 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 "invitation for bid", "IFB" and "Bid Solicitation" are used synonymously in this document.
- D. Definitions used throughout the IFB
 - 1. ADWS Arkansas Department of Workforce Services
 - 2. OSP Office of State Procurement
 - 3. FTP File Transfer Protocols
 - 4. ECIO Executive Chief Information Office
 - 5. AAR After Action Report

1.7 RESPONSE DOCUMENTS**A. Original Bid Response Packet**

1. The original *Bid Response Packet* **must** be received on or before the bid opening date and time.
2. The *Bid Response Packet* should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Bid Signature Page*. (See *Bid Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Response to the *Bid Submission Sheet* section included in the *Bid Response Packet*.
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation* and *Bid Response Packet*.
3. The following items should be submitted in the original *Bid Response 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 two (2) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. Vendors **shall not** lock or password-protect the submitted price sheets.

C. Additional Copies and Redacted Copy of the Bid Response Packet

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

1. Additional Copies of the *Bid Response Packet*
 - a. One (1) complete hard copies (marked "COPY") of the *Bid Response Packet*.
 - b. Two (2) electronic copies of the *Bid Response Packet*, in MS Word/Excel format, preferably on two (2) 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 response packet, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted (marked "REDACTED") copy of the original *Bid Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 BID SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page* included in the *Bid Response 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*.

1.9 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 *Bid Response Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.10 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response 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*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.11 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 excel file posted with this *Bid Solicitation*.
- B. The *Official Bid Price Sheet* includes Bid Instructions. The vendor **must** abide by the Bid Instructions when completing the *Official Bid Price Sheet*.
- C. To allow time to evaluate proposals, prices **must** be valid for one hundred and twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) 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.

1.13 INDEPENDENT PRICE DETERMINATION

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

1.14 PROPRIETARY INFORMATION

- A. Response 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. 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.

1.15 CAUTION TO VENDORS

- A. Prior to 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. Bids **must** be submitted only in 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. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.16 CLARIFICATION OF BID SOLICITATION

- A. Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before Monday, May 8, 2017 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 Wednesday, May 10, 2017.
- B. Vendors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

- C. No oral statement by OSP is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.17 **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.

1.18 **AWARD PROCESS**

A. Vendor Selection

1. Award shall be made to a single vendor with the lowest cost in Table 1 of the *Official Bid Price Sheet*. Vendor must meet all mandatory requirements.

B. Anticipation to Award

1. Once an 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.

C. 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.

1.19 **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 *Bid Signature Page*.

1.20 **EQUAL EMPLOYMENT 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.

1.21 **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.

1.22 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

1.24 **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.

1.25 **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.

1.26 **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 bid to be disqualified.

1.27 **RESERVATION**

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

This IFB includes establishing, operating, and maintaining a State New Hire Registry system for Arkansas Department of Workforce Services (ADWS). This solicitation includes data entry in Vendor owned database system, employer outreach, reporting, technical support, and requirements for Vendor to safeguard against abuse, misuse, or breach of confidentiality of information contained in the State New Hire Registry. Vendor will provide employers a range of methods to report new employees, re-hires, and temporary employees, all herein after referred to as "new hires." Vendor will work cooperatively with State and federally designated technical staff, the current Vendor, and ADWS to perform all services required to ensure a smooth and seamless transition of all data and services from the current Vendor within forty-five (45) calendar days of contract award. All procedures developed and products provided under the contract will be subject to final approval of ADWS.

2.2 MINIMUM VENDOR QUALIFICATIONS

- A. Vendor **must** have a minimum of five (5) years prior experience in providing New Hire Registry services. Vendor **shall** provide evidence of this experience in the Bid Response Packet.
- B. Vendor **must** have provided New Hire Registry services in a minimum of four (4) other states.

2.3 VENDOR RESPONSIBILITY

A. General

- 1. Vendor **shall** enter data into Vendor owned system for each new hire reported.
 - a. The maximum number of new hires reported within a calendar year is not expected to exceed 1,500,000. However, there is a possibility that Walmart will begin reporting all new hires nationwide to Arkansas' New Hire Registry. If this occurs, ADWS expects the number of new hires reported to not exceed 2,000,000 in a calendar year.
- 2. Vendor **shall** establish, operate, and maintain the State New Hire Registry, and present itself to all customers as a unit of ADWS, not as a private Vendor (*this does not absolve the Vendor of its responsibility for actions of its employees*).
- 3. Vendor **shall** exercise care, tact and professionalism in dealing with employers, Agency staff and the general public – all of whom are referred to as "customers" for purposes of the State New Hire Registry.
- 4. Vendor **shall** maintain a site of operation within the State of Arkansas. Vendor **shall** outfit the facility with staff, equipment and core staff specifically dedicated to handling New Hire inquiries from customers.
 - a. Current vendor has one (1) employee staffed in Arkansas under the current engagement.
- 5. Vendor **shall** ensure that all records are available at the Arkansas facility for auditing, monitoring and to insure confidentiality. Vendor **shall** have employees available at the Arkansas facility to answer questions as necessary regarding records.
- 6. Vendor **shall** attend project meetings as requested by ADWS Assistant Director of New Hire Registry to complete this project. Meetings will take place in Little Rock, AR unless otherwise informed by the ADWS Assistant Director of New Hire Registry.
- 7. Vendor **shall** notify the ADWS Assistant Director of New Hire Registry of core staff vacancies and new hires within two (2) business days.

B. Employer Reporting

- 1. Vendor **shall** be responsible for all costs associated with the State New Hire Registry.
 - a. Vendor **shall not** charge employers for any costs related to State New Hire reporting.
 - b. Vendor **shall** be responsible for all costs associated with shipping and/or mailing.

- c. Vendor **shall** exchange media with employers in ways that minimize costs for employers to comply.
2. Vendor **shall** provide employers the option of reporting by a W-4 form or, at the employer's option, an equivalent form already in use and approved by ADWS. See *Attachment A*.
3. Vendor staff **shall** inform employers that the W-4 form is sufficient, but **shall** supply employers an optional form if desired by ADWS Assistant Director of New Hire.
 - a. Vendor should recommend the inclusion of additional optional data elements based on the needs of the program and Vendor's experience to the ADWS Assistant Director of New Hire Registry. See *Employer Outreach*.
4. Vendor **shall** provide technical assistance to employers on the methodology, format, and data elements for reporting to improve the speed, quality, and accuracy of data submitted.
 - a. Vendor **shall** provide constructive feedback to employers as needed.
5. Vendor **shall** identify, count, and reject all duplicate reports.
 - a. Vendor **shall** contact employers within one (1) business day after reviewing faulty reports to correct incomplete, illegible, or erroneous information.
 - b. Vendor **shall** report all duplicate reports to ADWS in a monthly report.

C. State New Hire Registry Database

1. Vendor **shall** develop and maintain the State New Hire Registry database. Vendor **shall** upload employer report data in the State New Hire Registry database within three (3) business days of receipt of the information from the employer.
2. Vendor **shall** record the date reports are received and the date information is subsequently entered into the database. If Vendor finds they have a backlog and will not be able to meet the turnaround time requirement, Vendor **must** alert ADWS of the problem and describe corrective measures to be instituted to prevent reoccurrence. If vendor is determined to be liable for the delay, a 1% reduction in the total invoice amount for the month in which the backlog occurred will be assessed.
3. Vendor **must** enter the following information:
 - a. Employee's name
 - b. Employee's address
 - c. Employee's social security number
 - d. Employer's name
 - e. Employer's Federal Employer Identification number (FEIN), and
 - f. Employer's payroll processing address, including state and zip code
4. If ADWS determines that an employer made a report as required and the W-4 Form was not entered in the appropriate processing week, and Vendor has not advised ADWS of an error, \$25.00 per incidence will be assessed.
5. Vendor **shall** submit information to the National Registry of New Hires within three (3) business days after the date information is entered in the State New Hire Registry.
6. ADWS and Vendor **shall** create a batch numbering method to facilitate record identification.
 - a. Vendor **shall** key records in numbered batches of approximately 200 records per batch.
 - b. Vendor **shall** retain all hard copy records for 270 days in the same numbered batches of approximately 200 records (tape, cartridge, disc, or a list will be designated a "batch")

D. Employer Outreach

1. Vendor **shall** create a twelve (12) month plan to develop an extensive ongoing employer outreach program to inform employers conducting business within the State of the mandated New Hire reporting requirements. The plan **must** be approved by ADWS.
2. Vendor **shall** gather and include the following in the outreach program:
 - a. Encouragement for employers to report optional data elements
 - b. Identify and target non-compliant employers to increase compliance
 - c. Monthly proactive compliance mailings
 - d. Quarterly wage compliance mailings
 - e. Annual reminders to all Arkansas employers reminding them of statutory requirements and reporting options
 - f. Targeted code mailings to increase overall compliance by industry and demographics
 - g. Multi-state employer mailings
 - h. Personal phone calls to employers reporting manually to provide them with walk-through instruction and technical assistance for registering via the website and to answer questions
3. Vendor **shall** update all employers on any changes in the reporting procedures, laws or available options within one (1) month of the change.
 - a. ADWS will supply the material to be mailed when the change results from Arkansas initiative.
 - b. If notification is precipitated by changes in law, the vendor **shall**, prior to mailing, obtain ADWS approval of the material Vendor will supply. Vendor **shall** be responsible for all postage.
4. Vendor **shall** supply ADWS with State New Hire Registry brochures monthly.

E. Technical Support

1. Vendor **shall** furnish the State New Hire Registry with all technical resources necessary to support, and be in compliance with all requirements.
2. Vendor **shall** notify the ADWS Assistant Director of New Hire and IT staff about any interruption in technical services within one (1) hour during business hours, and within the first (1st) hour of business on the next day regarding interruptions occurring after 5:00 PM CST the previous day. Vendor **shall** satisfactorily work to restore services within one (1) business day and provide ADWS with a schedule for resolving the service interruption.

F. Complaints, Conflict and Issue Reporting

1. Vendor **shall** communicate with designated ADWS staff to identify, exchange information on, and appropriately resolve customer complaints regarding the State New Hire Registry services.
2. Vendor **shall** notify ADWS Assistant Director of New Hire within one (1) business day after the vendor has received a complaint against Vendor's staff. Vendor **shall** satisfactorily respond to the complaint within one (1) business day or provide ADWS a schedule for resolution of the complaint. Complaints about issues not under the Vendor's control, such as those against ADWS policy, judges' orders, or State law, do not apply.
3. Vendor **shall** allow full office inspections by State officials during State business hours.

4. Upon written notification by ADWS Assistant Director of New Hire of non-compliance with the terms of the contact agreement, Vendor **shall** provide a written Corrective Action Plan to the ADWS Assistant Director of New Hire within (7) seven days. On approval of the Corrective Action Plan by the ADWS Assistant Director of New Hire, Vendor **shall** comply with the terms of the Corrective Action Plan.

2.4 CUSTOMER SERVICE

A. Help Desk

1. Vendor **shall** install and staff a toll-free and local State New Hire Registry telephone help desk with representatives for the purpose of responding to public, employers and ADWS staff questions regarding new hires reporting accurately and timely.
2. Help Desk **must** contain menu selections that include call transfer to an available representative, general information on new hires reporting (subject to ADWS approval), employer-specific new hires information, and scripted prompts for reporting new hires.
3. Vendor **shall** staff the help desk with live State New Hire Registry representatives during each State business day from 8:00 AM to 5:00 PM CST (9 hours), excluding holidays officially recognized by the State or weather emergencies declared by the Governor or approved by the Agency.
4. Vendor **shall** ensure that the average monthly wait-time during business hours does not exceed (3) minutes and the longest individual caller wait-time does not exceed ten (10) minutes after a caller reaches the help desk operator. Vendor **shall** track wait-time and provide the ADWS with wait-time reports upon request.
5. Vendor **shall** satisfactorily resolve one hundred percent (100%) of all inquiries. Vendor **shall** track inquiries and monitor the status of all inquiries to insure all inquiries are resolved within twenty-four (24) hours.
 - a. Vendor **shall** refer only those matters that cannot be resolved by the vendor to ADWS. Vendor staff **shall not** give out ADWS direct telephone numbers. Instead, Vendor **shall** inform the appropriate Agency staff if a return call appears to be warranted or is explicitly requested by the caller.
6. Help Desk **must** have the capability of rolling calls to the IVR system when operators are not available to take calls from the toll-free lines.

B. IVR System

1. Vendor **shall** augment live help desk operator services with an interactive voice response (IVR) system. The IVR System **must**:
 - a. Provide twenty-four (24) hour service seven (7) days a week, with the exception of one (1) hour per day during non-business hours for downloading data, and up to two (2) hours per month during non-business hours for scheduled maintenance.
 - b. Contain menu selections that include general information on new hires reporting (subject to ADWS approval), employer-specific new hires information and scripted prompts for reporting new hires.
 - c. Have twenty-four (24) hour voicemail capabilities for the purpose of responding to public, employer and ADWS staff questions about new hires reporting accurately and timely.
 - d. Vendor **shall** retrieve messages from the IVR system every business day at least once every three (3) hours, beginning at 8:00 AM and respond to the caller, when necessary, within one (1) business day of retrieval.

2.5 **EMPLOYER REPORTING METHODS**

A. **State New Hire Registry Website**

1. Vendor **shall** establish a website that will provide employers an easy, reliable and secure method of reporting.
 - a. Vendor **must** register to report through the website. Employer's **must** enter the following information to register:
 - i. Employer Name
 - ii. Federal Employer Identification Number (FEIN)
 - iii. Working email address (Must be used to verify employer's registration, and any subsequent changes to the registration)
 - iv. Password (Must be at least 8 characters long and contain three (3) of the following character types: upper case letters, lower case letters, numbers, special characters)
 - v. Primary street address, city, zip, State, and phone number

B. Confirmations **must** be provided to employer each time an employer reports using this feature.

1. Vendor **shall** work with ADWS Webpage Developer to insure the State New Hire Registry website may be accessed from the ADWS website and is built to NIST-800-44 Guidelines <http://csrc.nist.gov/publications/nistpubs/800-44-ver2/SP800-44v2.pdf>
2. Vendor **shall** update website monthly with new information or notices related to ADWS upon request by ADWS.
3. Vendor's website **must** include all information provided on the existing website: <https://newhire-reporting.com/AR-Newhire/Index.aspx>

C. **PO Box**

1. Vendor **shall** acquire and maintain a post office box in Arkansas, in the name of "State New Hire Registry," within two (2) weeks of contract award.
2. Vendor **shall** retrieve mail on a daily basis and forward any mail that is not strictly New Hire related to ADWS.
3. Vendor **shall** pick up W-4 forms and other records misdirected to ADWS daily.

ADWS
Office of New Hire Registry
2 Capitol Mall, 5th Floor, Room 524
Little Rock, AR 72201

4. Vendor **shall** accept records, reports, and inquiries sent by mail. Acceptable formats include, but are not limited to: paper, CD-R, and flash drive.
5. Some W-4 Forms and other records may have letters of inquiry and other correspondence from the employer attached. Vendor **shall** date stamp inquiries and review and respond, within one (1) business day of receipt, to inquiries under Vendor's purview. Vendor **shall** forward matters not under Vendor's purview to ADWS with the envelope or a copy of the envelope in which it appeared.

D. **FAX**

1. Vendor **shall** provide a toll-free, never busy fax line, available two (2) weeks after contract award, for employer's to fax state new hire reports. Fax reports **must** be retrieved by Vendor at least twice every business day.

E. **Encrypted Email**

1. Vendor **shall** accept encrypted e-mails from employers as a method of reporting new hires. New hire reports sent via e-mail without encryption **must not** be accepted.

2.6 **SUMMARY REPORTS**

- A. Vendor **shall** email the following reports to ADWS Assistant Director of New Hire Registry. Reports **must** be in a Microsoft Excel or Word 2010 or higher compatible document format.
1. **Weekly Summary Report** – Delivered weekly, report **must** include at minimum:
 - a. Total number of new hires reports received by type
 - b. Total number of complete new hires records entered (excluding duplicates)
 - c. Total number of phone calls and source of calls (call inquiry and wait-time reports upon request)
 - d. Total number of employer notices and brochures mailed
 - e. Number of employer reports requiring corrective action
 - f. Number of mail inquiries by source
 - g. Number of new employers added to the employer database
 - h. Number of multi-state employers reporting to Arkansas and the number reporting to other states
 - i. Number of employers referred to ADWS for non-compliance
 - j. Identification of employers that remain non-compliant after being contacted by the vendor
 - k. IVR System volume statistics
 2. **Monthly Summary Report** – Delivered monthly, report **must** include at minimum:
 - a. Number of new employers added to the list of employers
 - b. Number of new employers mailed an informational packet
 3. **Annual Summary Report** – Delivered annually, report **must** include at minimum:
 - a. Summary of the totals from the weekly and monthly activity summary reports
 - b. Performance Statistics
 4. **Ad Hoc Summary** – As requested , Vendor **shall** process and provide ADWS ad hoc summary reports using the data collected,

2.7 **IMPLEMENTATION**

- A. Vendor **shall** have the State New Hire Registry operational and ready to enter data in accordance with all requirements following successful transition.
- B. Vendor **shall** work cooperatively with State and federally designated technical staff, the current Vendor, and ADWS to perform all services required to ensure a smooth and seamless transition of all data and services from the current Vendor within forty-five (45) calendar days of contract award.
- C. Transition Plan
1. Vendor **shall** provide a Transition Plan that reflects ADWS needs and provides adequate opportunity to plan and accomplish the transfer of functions and activities efficiently. Vendor **shall** include all tasks necessary to prepare for and execute a transition from the current provider, and will provide all services required pursuant to this IFB.

2. Vendor **shall** submit to ADWS for approval, a final comprehensive written Transition Plan written fourteen (14) calendar days after contract award.
3. Vendor's Transition Plan **must** include the methodology for transferring business and technical knowledge from the current Vendor and **must**:
 - a. Address how the Vendor will ensure no disruption in service
 - b. List the number of transition staff to be utilized and maintained in Arkansas during the Transition Phase
 - c. Detail all the tasks to be performed and each transition staff member
 - d. Address the orientation and training of all proposed contract staff
 - e. Include time frames for completion of each task
 - f. Identify ADWS staff resources needed to complete the transition
 - g. Include the proposed office location and associated activities for the office setup during the transition
 - h. Include proposed file formats and modes of transmission
4. Vendor **shall** receive ADWS review and approval of the Transition Plan prior to implementation. ADWS will communicate, in writing, acceptance or rejection of the plan, or parts of the plan, and assign a date for completion of the revision if necessary.
5. Vendor **shall** provide weekly reports to the ADWS Assistant Director of New Hire on status of the transition, highlighting issues that require resolution (including technical issues).
6. Vendor **shall** provide liaison(s) for ADWS technical staff and telephone service providers statewide as necessary.
7. Vendor **shall** insure that systems are configured so that data transferred to and from the State New Hire Registry from all sources is secure from attempts at illegitimate access or use of the system.
8. Vendor **shall** make the Senior Project Manager available in Little Rock during the Transition Phase and by request to meet with ADWS representatives.
9. Vendor **shall** follow-up with the current Vendor on all previously requested information.
10. If at the end of transition, the vendor has not met the requirements as a result of its own actions or inactions, resulting in ADWS having to keep the current Vendor for additional weeks or months, the awarded Vendor **shall** be considered in breach of contract. Should such an event occur, Vendor **shall** work with the current Vendor to ensure that the transition is completed within fourteen (14) calendar days of initial implementation date. Awarded Vendor will not be compensated for its services during that period until ADWS agrees in writing that the transition has been completed.

2.8 **TURNOVER**

- A. Vendor **shall** assist ADWS and fully cooperate with other parties on the turnover of all applicable business operations and data to ADWS or subsequent Vendor upon contract expiration or termination.
- B. Vendor **shall** submit, in both hardcopy and electronic versions, a project Turnover Plan to ADWS Assistant Director of New Hire within ninety (90) days after the date that the State New Hire Registry contract is awarded. Vendor **shall** ensure that the plan is updated by the vendor on as-needed basis as long as the contract is in effect, or upon contract termination.

- C. Vendor's Turnover Plan **must** include the methodology for transferring business and technical knowledge to the subsequent Vendor's application development environment, including the transfer of all documents and documentation (including all notes, working papers, and draft documents), all State New Hire Registry application components, and all data within the Vendor's development environment.
- D. The Vendor's Turnover Plan **must** include other requested information that ADWS, in its sole discretion, believes is necessary to effectuate a smooth turnover to the contract successor or ADWS.
- E. Vendor **shall** work with the contract successor to transition previously requested information.
- F. Vendor **shall** insure that calls received after the expiration/termination of the contract are transferred to ADWS.

2.9 **DATA GOVERNANCE**

- A. All current and historical data related to the State New Hire Registry **shall** be the property of the State of Arkansas. Vendor **shall** turn over all data to the State at the end of contract in a manner to be determined by ADWS.
- B. Vendor **shall** work with ADWS to help resolve data issues that come to the vendor's attention.

2.10 **SYSTEM AND DATA SECURITY AND CONFIDENTIALITY**

- A. The Vendor **shall** be responsible for ensuring appropriate security procedures are documented and followed in the performance of this project consistent with State, Federal and ADWS security standards which are in accordance with NIST-800-53 for security controls, NIST 800-44 Rev2 for Securing Public Web Servers, and CFR 160.103 Public Welfare.
- B. Vendor **shall** ensure that all files it stores and transmits to other entities are not corrupted or virus infected.
- C. Vendor **shall** ensure that data is maintained in a password secure and physically secure environment. The website **must** be built to NIST-800-44 Guidelines on Securing Public Web Servers.
- D. Vendor **shall** protect the registry from access by unauthorized individuals.
 - 1. Vendor **shall** provide designated ADWS staff access to the State New Hire Registry.
 - 2. Vendor **shall** utilize appropriate logins that restrict access to reports and any records created to individuals who have a legitimate need for access in order to perform keying duties.
- E. Vendor **shall** maintain reports and magnetic media in a controlled area with limited access to only authorized personnel both during work and non-work hours.
- F. Vendor **shall** treat all information reported as private and confidential and not use it for any other purpose than ADWS State New Hire Reporting.
- G. Vendor **shall** include a strategy in the Security Plan for maintaining confidentiality and privacy at all times, in accordance with State and Federal regulations and ADWS policies.
- H. Vendor **shall** advise all individuals engaged in the performance of the contract of the confidentiality of the information and the prohibition from copying, transcribing or releasing data to any non-authorized individual or organization in any manner.
- I. Vendor **shall** require all employees with access or potential access to material developed hereunder to sign a statement of confidentiality. Vendor **shall** deliver all signed statements of confidentiality to the ADWS Assistant Director of New Hire.
- J. Vendor **shall** terminate any employee who breaches confidentiality requirements.

- K. Vendor **shall** require all sub-contractors and sub-contractor's employees with access or potential access to material developed hereunder to sign a statement of confidentiality. Vendor **shall** terminate subcontractors who breach confidentiality requirements and require subcontractors to terminate any of their employees who breach confidentiality requirements. Vendor **shall** deliver all signed statements of confidentiality to the ADWS Assistant Director of New Hire.
- L. Breaches of confidentiality with regard to data or information to which the Vendor has access through the State New Hire Registry **shall**, at ADWS discretion, be cause for contract termination.
- M. Vendor **shall not** make any information received or developed available to any other person or company in its entirety or in part for any purpose whatsoever except as provided under this contract.
- N. Vendor **shall not** develop, use, or maintain a data list of employers or individuals obtained in performance of this project.
- O. Vendor **shall** provide for the appropriate confidential handling and processing of all reports and magnetic media created under this contract.
- P. Vendor **shall** destroy all hard copy records after 270 days in a manner consistent with State policy and Federal regulations for destruction of private or confidential data. This may include shredding or burning. Vendor **shall** provide the ADWS Assistant Director of New Hire with certification that describes the number of files, batch numbers (if appropriate), time period covered, and a statement indicating all copies of employer records have been destroyed and the automated record deleted.
- Q. Vendor **shall** destroy all copies of employer records, W-4's or equivalent forms that have been deleted and disposed of in the system within two (2) months of deletion. Vendor **shall** provide the ADWS Assistant Director of New Hire with certification that describes the number of files, batch numbers, time period covered and a statement indicating copies of employer records have been destroyed and the automated record deleted.
- R. Vendor **shall** dispose of all electronic storage devices twenty-four (24) months from date of receipt, including: flash drives, CD-R, etc. according to State of Arkansas, Executive Chief Information Office (ECIO) and Arkansas Department of Workforce Services policies and procedures. Vendor **shall** provide the ADWS Assistant Director of New Hire with certification that describes electronic storage devices were disposed of according to the following policies;
1. **Method of Overwriting Operable Hard Drive.** Operable hard drives that are to be removed permanently from the vendor's control and are to be reused **must** be sanitized using the following guidelines:
 - a. Clean Drive software (Wipedrive.exe) available from Access Data Corporation will be used to sanitize hard drives. This software has been approved for use by the ECIO and meets the Department of Defense 5220.22-M disk-sanitizing standard.
 - b. Vendor **must** designate Destruction and Verification Officials to certify and verify that the media has been sanitized in accordance with State, ECIO and ADWS policies and procedures. Certification and verification of sanitized media **must** be reported to the ADWS Information Security Officer.
 2. **Method for Physically Destroying Hard Drives.** Hard drives **must** be unserviceable, defective or not economically viable to sanitize to warrant destruction. Hard drives that cannot be reused **must** be physically destroyed according to the following guidelines:
 - a. If the hard drive is not unserviceable, the hard drive **must** be sanitized prior to proceeding with physical destruction.
 - b. Physical destruction of hard drives **must** be accomplished to an extent that precludes any possible further use of the drive.

- c. Vendor **must** designate Destruction and Verification Officials to certify and verify that the media has been physically destroyed in accordance with State, ECIO and ADWS policies and procedures. Certification and verification of destroyed media **must** be reported to ADWS information Security Officer.
3. **Method for Physically Destroying Electronic Storage Media.** Electronic storage media such as flash drives, CD-R or any media used to store data that are unserviceable, defective or not economically viable to sanitize, **must** be physically destroyed. Electronic storage media that cannot be reused **must** be physically destroyed according to the following guidelines:
- a. Physical destruction of media **must** be accomplished to an extent that precludes any possible further use.
 - b. Storage media that are designated for destruction **must** be destroyed and disposed of in accordance with the guidelines established by the ECIO and ADWS.
 - c. Vendor **must** designate Destruction and Verification Officials to certify and verify that the media has been physically destroyed in accordance with State, ECIO and ADWS policies and procedures. Certification and verification of physically destroyed media **must** be reported to ADWS Information Security Officer.

2.11 **DISASTER RECOVERY AND BUSINESS CONTINUITY**

- A. Vendor **shall** provide a Disaster Recovery and Business Continuity Plan, within fourteen (14) days of signed contract, to ADWS Assistant Director of New Hire that will ensure the continuity of ADWS State New Hire Registry and IVR services to clients.
 - 1. Vendor **must** address the following:
 - a. Business continuity plans
 - b. Daily backup procedures to assure data is protected
 - c. Emergency response team lists
 - d. Scenarios of disasters – minor, major, catastrophic
 - e. Notifications procedures
 - f. Detection and reaction
 - g. Assessments
 - h. Annual testing
 - i. Recovery procedures and plans
 - j. Annual review procedures
- B. Vendor **shall** provide documentation showing that monthly backups are maintained in locations separate from the originating servers.
- C. If requested by ADWS, Vendor **shall** update the Disaster Recovery and Business Continuity Plan, no less than quarterly.
- D. Vendor **shall** maintain backup documentation regarding the processes used to support the most current, complete and accurate employer information in the ADWS State New Hire Registry.
- E. Vendor **shall** perform a successful disaster recovery and business continuity exercise annually in which all services and functions are restored. Vendor **shall** submit the annual exercise plan to ADWS Assistant Director of New Hire for review and acceptance prior to the exercise. Vendor **shall** submit an After Action Report (AAR) after the exercise for review and acceptance by ADWS. Vendor **shall** repeat the annual disaster recovery and business continuity plan if it fails within a reasonable period to demonstrate to ADWS the vendor's ability to resume operations after a business operations interruption.

2.12 **PERFORMANCE STANDARDS**

- A. Arkansas 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 of Arkansas 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 of Arkansas **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 response to the insufficiency. The State of Arkansas **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 ADWS due to the assessment of damages, vendor **shall** follow the direction of ADWS regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Service Criteria	Acceptable Performance	Damages
Database Input	Vendor shall upload employer report data in the State New Hire Registry database within three (3) business days of receipt of the information from employer.	1% reduction in the total invoice amount for the month in which the backlog occurred will be assessed.
Data Input Error	Employer shall enter information in the appropriate processing week.	If ADWS determines that a W-4 Form was not entered in the appropriate processing week, and Vendor has not advised ADWS of an error, \$25.00 per incidence will be assessed.
Technical Support	Vendor shall notify the ADWS Assistant Director of New Hire and IT staff about any interruption in technical services within one (1) hour during business hours, and within the first (1 st) hour of business on the next day regarding interruptions occurring after 5:00 PM CST the previous day. Vendor shall satisfactorily work to restore services within one (1) business day and provide ADWS with a schedule for resolving the service interruption.	If technical services are down for a period of 48 hours a 1% reduction in the total invoice amount for the month in which the services were down will be assessed by ADWS
Summary Reports	<ol style="list-style-type: none"> 1. Weekly Summary Report due the following Monday 2. Monthly Summary Report due 15th of every month 3. Annual Summary Report due August 1st 	Late reports will be the value of the report as provided by Vendor on the <i>Official Bid Price Sheet</i> .

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

3.1 PAYMENT AND INVOICE PROVISIONS

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

Arkansas Department of Workforce Services
ATTN: State New Hire Registry
P.O. Box 2981
Little Rock, AR 72203-2981

- 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>.

3.2 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.

3.3 **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.

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of 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 \$2,800,000.00, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. 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.

3.5 **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.

3.6 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.

3.7 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.

3.8 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.

3.9 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** pay only sums due for goods and services received and accepted up to cancellation of the contract.

3.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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 4 – STANDARD TERMS AND CONDITIONS

Do not provide responses to items in this section.

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original 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. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
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.