ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance- based standards. Following are the performance-based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.

II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.

III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.

IV. 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.

V. The contract program deliverables and performance indicators to be performed by the contractor are:

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A. Scope of Work 1. Contractor **shall** furnish all labor, supplies (e.g., detergent, softener) equipment, including linen carts and cloth laundry bags, supervision, transportation (i.e., delivery and pickup of linens) necessary for the completion of all services specified in this contract. 2. The Contractor **shall** provide laundry delivery and pickup services six (6) days per week (Monday through Saturday), excluding major holidays. Delivery and pick up requirements may be adjusted with the approval of ASH Environmental Services (EVS) Director. 3. The Contractor **shall** comply with all Arkansas Health Department regulations, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Standards, Occupation Safety and Health Administration (OSHA) requirements, and any/all universal infection control standards that are applicable to hospital linen service. 4. Contractor **shall** ensure adherence to proper safety precautions and job requirements. 5. Contractor **shall** pick up soiled linen from soiled linen holding area(s) and deliver to Contractor's laundry at least once daily, more often if needed. 6. Unless otherwise noted, the processing of soiled linen in the wash process **must** have a water temperature of one hundred eighty (180) degrees or higher. Steam processing is preferred to keep temperatures at that level. Dryer temperature **shall** be two hundred twenty (220) degrees.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.

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7. All dirty linens **must** be washed separately and packaged the same (e.g., sheets are to be washed separately and packaged separately from other items). 8. Clean linen **must** be packaged or adequately covered to provide protection from dust, dirt, and soiling. 9. The Contractor **shall** deliver laundry carts to the specified dock area(s). ASH will furnish containers for Nutritional Services' linen when required. 10. The Contractor **shall** be responsible for the movement of delivered clean linen from the delivery vehicle to the designated linen room. 11. The Contractor **shall** be responsible for removing all clean linen from cart and stacking it on designated shelves in the linen room neatly and orderly. 12. All articles pressed **must** be agreed upon, in advance, between ASH representative and laundry service Contractor representative. 13. Contractor **shall** provide twenty-four (24) hour return of all linens or as agreed upon between ASH representative and the laundry Contractor representative. 14. The Contractor **shall** attach a cart weight ticket to each cart. 15. The Contractor **shall** supply sufficient experienced workers to complete the daily work assignments. ASH reserves the right to refuse to accept services from any personnel deemed by the ASH to be unqualified or unable to perform assigned work.		

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16. Workers **must** wear proper attire that identifies the company and their name. 17. All diaper ties **must** be rolled with ties tucked in.		
B. Linen Service Control 1. Linens **shall** be divided into the following general classifications for processing purposes: • **Towels, Washcloths, Bath Blankets, Thermal Blankets, Receiving Pads**-processed in a medium-soil stain formula, using tumble dry method, and folded. • **Sheets and Pillowcases**-processed in a medium-soil formula with bacteriostat, using cool down cycle to prevent wrinkles, and all items except terrycloth ironed at a minimum of three hundred (300) degrees. • **Wearing Apparel, Surgical Scrubs, Patient Gowns**-processed in a medium-soil formula, using cool down cycle, fluff dried, and folded. • **Other special items**-processed by either: • using a light-soil formula with cool down cycle, fluff dried, and folded or rolled with ties ticked in; or • using a medium-soil formula with cool down cycle, fluff dried, and folded or ironed as needed. • **Mops and Rags**-processed in heavy-stain formula. 2. Any ASH property (e.g., surgical instruments), patient property, or nonlaundry items such as biohazard material, including but not necessarily limited to sharps, catheters, or IV tubing, found in	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.

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the soiled linen **shall** be bagged or boxed and returned to ASH on the first delivery thereafter. 3. Any laundry returned to ASH without proper cleaning or finishing **shall** be returned to the Contractor and identified as such, separate from other soiled pieces. These items **shall** be reprocessed at no charge and delivered together in a separate care or bundle with a "NO CHARGE" ticket. 4. All heavily stained items **shall** be separated and receive special stain-formula treatment. 5. Water temperatures for washers must be one hundred eighty degrees (180) or higher; steam processing for maintaining temperature is preferred. 6. All items with stains which cannot be removed with normal stain treatment **must** be completely processed, packaged separately, labeled with a tag attached to identify it, and returned to ASH separately from other items. 7. <u>Handling of soiled goods by Contractor</u>: • Contractor **shall** handle bagged isolation soiled linens in accordance with all recommendations and/or requirements for handling such items as may be currently in effect at the time of handling. • All work **shall** be quality work performed according to the standards of the laundry industry and to the complete satisfaction of ASH. • Contractor **shall** handle isolation linens in such a manner that flushing, breaking, bleaching, washing		

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formula, temperature, and cycles used are as recommended for the fabric and colors involved and are the then currently approved for the in-service nature of the goods (i.e., hospital use, by any agency or accreditation body with jurisdiction in the use of the clean linens). • Fabric bags used for soiled laundry handling **must** be laundered and returned clean in cart, with tumble work, as a portion of the weight on that cart weight ticket. 8. All damaged or torn linens **shall** be completely processed, labeled separately, and returned to ASH. Contractors will not be held responsible for damage to linen which occurs due to the linen being worn, frayed, or torn.		
C. Quality and Control Standards 1. Testing-whiteness test **shall** show not more than ten percent (10%) loss after twenty (20) washings as the acceptable whiteness retention. 2. Tensile strength **shall** show not more than ten percent (10%) loss after twenty (20) washings. 3. Articles **must** be free of objectionable odors. 4. No trace of washroom supplies **shall** be left in the fabrics.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including

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		without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
D. Pickup and Delivery 1. The Contractor **shall** provide laundry delivery service daily Monday through Saturday, no later than 8:00 a.m. CST, with a twenty-four (24) hour return of linen. Exceptions include major holidays and other dates approved by ASH Environmental Services. The Contractor **shall** also provide a daily pickup of soiled laundry Monday through Saturday. 2. All clean linen **must** be separated by classification and sealed in poly-wrapped material and/or covered carts. 3. Linen **shall** be delivered and picked up in carts provided by Contractor. 4. Each cart **shall** be accompanied by a numbered two-part Cart Weight Ticket showing: • Cart number • Date re-delivered • Cart weight • Scale weight of load • Net invoicing weight of clean laundry for ticket 5. Each cart **shall** have a daily count of each article and poundage of such attached to it. 6. Weight of laundry **shall not** vary more than ten percent (10%) between pickup and delivery.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.

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7. During delivery inspection, a narrative of any discrepancies (e.g., missing item, soiled item, damaged item) in cart contents **shall** be reported by ASH linen room personnel with signatures of ASH linen room personnel and the Contractor representative. Contractor **shall** make any adjustment accordingly. 8. The vehicle(s) used to transport clean and soiled linen **must** be sanitized after each pickup. 9. Exceptions: • Contractor **shall not** be held responsible for maintaining established delivery scheduled in the event roads and highways are impassable due to ice or snow. • Contractor **shall not** be responsible for delays in service due to natural causes over which they have no control such as public utility shutdown, storms, and other such events. • If the Contractor fails to deliver laundry for reasons other than the above and ASH must have laundry processed by another vendor, charges for laundry service at another company **shall** be assessed to the current Contractor. The Contractor will be charged the difference between the current contract rate and the other vendor's rate.		
E. Laundry Cart System and Scheduling 1. Contractor **shall** supply carts to transport bulk linen and propose a cart exchange system adequate for handling both clean and soiled lien items. ASH reserves the right to accept or reject any proposed cart system and stipulates that the adequacy	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will

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of the cart system proposed, as furnished and maintained, is an integral element of the services being contracted. 2. Linen carts **shall** use existing scales at ASH in order to determine weights of clean and soiled linen. Cart casters **shall** be non-marking. 3. Pickup of soiled linen and carts **shall** be made immediately following delivery of clean linens and carts on a one-to-one exchange basis. Linen carts having contained soiled linen **shall** be cleaned by the Contractor with a germicidal agent prior to return to ASH. 4. Contractor **must** consider the factors of bulk movement and limited square footage available for the staging of carts with clean goods delivered. Undue width **shall** be avoided due to hall traffic problems, elevator door widths, and other physical layout problems. Carts **shall** be selected with height considerations which would not make a loaded cart too heavy or unstable when rolling. ASH will accept the cart listed in the IFB or its approved equal: 5. Contractor **shall** add and/or replace carts as necessary for the proper handling of clean and soiled linen items. 6. Contractor **shall** provide a minimum of twelve (12) carts. Carts will remain the Contractor's property. 7. Contractor **shall** ensure soiled and clean linen carts are separate from each other and that soiled carts are sanitized between each use by passing through a cart wash that washes and rinses with a sanitizer	throughout the contract term as determined by DHS.	be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.

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solution and blows dry prior to return to ASH.		
F. Invoicing Monthly invoices **must** include an original and two (2) copies of the invoice with the following information: • Contractor's name and address • Invoice date • Contract number • Purchase order number • Description of provided services • Quantity • Unit price and extended prices • The name, title, and phone number of the person to be notified in the event of an error in the invoice. Each submitted invoice **shall** list each cart number.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
G. Other Contract Requirements 1. Contractor **shall** meet with ASH representative at least thirty (30) calendar days before the contract start date to develop a schedule for phasing in all ASH laundry services into the Contractor's present operations. 2. The schedule **shall** be finalized fifteen (15) calendar days before the contract start date.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the

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3. Contractor's proposed processing schedule, submitted to and approves by ASH, **shall** include the following: a. Deliveries **must** accommodate (at one time) the available space in linen room for the staging of clean laundry. b. Pickups **must** be scheduled to minimize the buildup of an undue quantity of soiled laundry. Undue quantity is defined as more than one (1) day supply of linen not picked up by the scheduled pickup time. c. Turnaround time **must** be adequate to ensure that ASH is not required to increase working inventory levels of the linen items in service in order to accommodate the Contractor's proposed service schedule. Turnaround time **must** be twenty-four (24) hours. d. The Contractor **must** designate an employee(s) who is thoroughly knowledgeable of the service contract and the laundry's own operations to be the contract coordinator for the laundry services. The contract coordinator **must** work directly with ASH Safety Officer or his/her designee in the scheduling and service needs of the facility in relation to this contract. The parties **must** meet to resolve any issues/problems that may arise. e. The Contractor **must** identify the processing cycle and re-delivery schedule for the laundry. f. The Contractor **shall** have a physical plant designed and equipped including		Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.

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ventilation/exhaust systems to assure complete separation of soiled and clean linen at all times to prevent cross contamination. Traffic patterns **shall** be such that the soiled and clean linen never occupy the same area. g. Upon notification of impending award, the Contractor **must** submit to ASH for approval a detailed schedule of all compounds to be used in the wash, bleach, and sour process for each category of laundry: • Isolation items • General linens and other items Once approved by ASH, the processing formula, etc., shall become a part of the contract and Contractor **shall not** substitute methods, compounds, or other details without prior approval by ASH, evidenced by a written document. h. Contractor **shall** provide adequate technical written description of how chemicals are loaded into machines and how temperature levels and PH, water, and chemicals are held. The description **must** show: • Water hardness, average maintained • Cycle time and water temperature for each flush, for breaking, bleaching, souring, and rinsing. • PH for break operation, bleaching, and souring Bacteriostat and fabric softener compounds used in the formula **shall** be approved for the ratio of the compound to water		

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quality (strength) and the time of use in the cycle.		
H. Emergency Planning Contractor **shall** have a back-up plan in place for emergency processing and provide a copy of the plan to ASH ten (10) calendar days prior to the start of the contract to ensure uninterrupted laundry services in the event an emergency, as identified in the IFB, arises.	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	1st Incident: A Corrective Action Plan (CAP) acceptable to DHS shall be due to DHS within ten (10) business days of the request. 2nd incident: A five percent (5%) penalty will be assessed in the following months' payment to the provider for each thirty (30) calendar day period the Vendor is not in full compliance with all requirements of the contract. The five percent (5%) penalty will be calculated from the total payment for the identified month in which the deficiency took place. 3rd incident: DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and terminating the contract.
I. Mandated Reporting Pursuant to Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or any of its employees, agents, or Subcontractors' employees and agents, while	Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.	For each failure to report, DHS may impose: 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or 2. A one percent (1%)

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performing duties under this contract, have reasonable cause to suspect that: a. A child has been subjected to child maltreatment; b. A child died as a result of child maltreatment; c. A child died suddenly and unexpectedly; or d. Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. or e. An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. A privilege or contract shall not prevent a person from reporting maltreatment when he or she is a mandated reporter and required to report under this section. An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline. An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline. Pursuant to Act 531 of 2019, Ark. Code Ann. §12-18-402 (b)(10) and Ark. Code Ann. §§ 12-12-1708(a)(1)(AA), Contractor and all of its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.		penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.
J. Conflict of Interest Mitigation During the term of this contract, the Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. The Vendor shall disclose all actual,	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	The Vendor will be fined one thousand dollars ($1,000) per day for each day past five (5) days for each actual, apparent, or potential conflict of interest it

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apparent, or potential conflicts of interest to the Department of Human Services (DHS) within five (5) days of having knowledge of them. The Vendor shall develop a mitigation plan as requested by DHS which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.		fails to disclose. The Vendor shall be fined ten thousand dollars ($10,000) for the first failure to comply with the mitigation plan developed by the Vendor and approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.
K. Transition Planning Ninety (90) calendar days prior to the contract end date, the vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS to provide the contracted services. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) calendar days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) calendar days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) calendar days following the contract end date.	The Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.	If the Vendor fails to meet the acceptable performance standard, DHS may issue a below standard Vendor Performance Report (VPR) maintained in the vendor file. Final payment may be withheld from the vendor until the all elements of the transition are satisfied as determined by DHS.
L. Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101 et seq.): 1. Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil an Arkansas Freedom of Information Act (FOIA) request. 2. Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS. 3. Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. §25-19-103(7)(A).	Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time. Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response	1. For each failure to meet performance standard, DHS may impose: a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent

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Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. §25-19-101 et seq. for specific requirements.	and provision of documents.	(1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount for the contract, as determined by DHS. DHS may elect to calculate penalties/damages differently per occurrence. In addition to the above, Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with vendor's failure to timely and accurately provide the requested information and documents. In addition to the above penalties, DHS reserves the right to impose additional penalties including without limitation, requiring a Corrective Action Plan (CAP), withholding payment on future invoices until Vendor is in full compliance, maintaining a below standard Vendor Performance Report (VPR) in the vendor file and contract termination.

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services of it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

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.

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[i] Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

[ii] The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.