



ARKANSAS GIS OFFICE SOLICITATION FOR COMPETITIVE BID

SECTION 1: GENERAL INSTRUCTIONS AND INFORMATION

In order to accomplish goals articulated in the Arkansas State 911 Plan, the Arkansas 911 Board entered into a three-year agreement with the Arkansas GIS Office for creation and maintenance of Next Generation 9-1-1 (NG9-1-1) compatible GIS data. A critical component of this project will be a data readiness assessment and/or gap analysis. This analysis will determine and document specific needs or shortfalls in the NG9-1-1 relevant GIS data currently available and maintained within the state by various public safety entities. This will be accomplished by obtaining pricing and contracting directly with a single third party NG9-1-1 GIS subject matter expert (SME).

AGENCY CONTACT INFORMATION

Arkansas GIS Office
Attn: Jonathan Duran, Deputy Director
1 Capitol Mall, Ste 6D
Little Rock, AR 72201
Tel: (501) 682-4432
Email: jonathan.duran@arkansas.gov
Agency website: <https://www.transform.ar.gov/gis-office/>

BID TIMELINE

August 27 th :	Bid Issued
September 4 th :	Bidder Question Submission Deadline (EOD)
September 9 th :	Answers to Bidder Questions Published
September 11 th :	Bid Response Deadline (EOD)
September 14 th :	Bid Opening
September 18 th :	Notice of Award

GENERAL INFORMATION

1. Bids and all other associated documents should be submitted to the agency contact shown above and according to the dates specified in the bid timeline.
 - a. Bids received after the deadline may be deemed late and may not receive further review or consideration.
 - b. "EOD" refers to the end of that calendar day, i.e. midnight central time.



2. Emailed documents are acceptable and must be sent to the email address shown above.
3. Prospective contractors shall complete all applicable information found on the "BID SIGNATURE PAGE" included with this solicitation.
4. Pricing shall be submitted using the "OFFICIAL BID PRICE SHEET" included with this solicitation.
5. Contractor shall submit a bid not to exceed \$75,000.00.
6. As outlined in this document, there are mandatory and optional components. Bidders must submit pricing for each component separately, however, on the mandatory components will be used to determine lowest cost.
7. All questions about this bid must be submitted in writing via email to the agency contact shown above and according to the date specified in the bid timeline. Questions received by any other means will not be accepted.
 - a. Questions received after the deadline may be deemed late and may not receive further review or consideration.
 - b. "COB" refers to the official close of daily business for the state, i.e. 4:30 PM central time.
8. Contractors shall not utilize subcontractors for the performance of its obligations under the resulting contract.
9. The anticipated starting date for any resulting contract is October 19, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the prospective contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
10. The initial term of the contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed for up to one (1) additional one-year term or portions thereof, not to exceed a total aggregate contract term of two (2) consecutive years.
11. A prospective contractor must unconditionally accept all requirements stated in this competitive bid to be considered a responsive bidder.
12. The GIS Office reserves the right to reject any bid proposal found not to be in compliance with these instructions.
13. Definition of Terms
 - a. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further

clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

- b. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- c. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- d. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- e. The terms "Competitive Bid", "CB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- f. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this CB.
- g. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- h. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

PROPRIETARY INFORMATION

Submission of documents pertaining to this IFB become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA. A prospective contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above. Under no circumstances will pricing information be

designated as confidential. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

EQUAL OPPORTUNITY POLICY

In compliance with Arkansas code annotated § 19-11-104, the GIS Office must have a copy of the anticipated contractor's *equal opportunity (EO) policy* prior to issuing a contract award for services exceeding \$25,000.

EO policies should be included with the solicitation response.

Contractors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute.

Prospective contractors who are not required by law to have an EO *policy* must submit a written statement to that effect.

PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Arkansas Code Annotated § 19-11-105, contractor(s) providing services of \$25,000 or greater shall certify with the Office of State Procurement that they do not employ or contract with illegal immigrants.

By signing and submitting a response to this solicitation, a prospective contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the prospective contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

RESTRICTION OF BOYCOTT OF ISRAEL CERTIFICATION

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract valued at \$1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

If selected, successful vendor will certify that they do not boycott Israel and will not boycott Israel for the duration of the contract.

AWARD PROCESS

1. Successful Contractor Selection
 - a. Award will be made to the lowest-bidding, responsible prospective contractor on a/an all or none grand total basis.

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

SECTION 2: REQUIREMENTS

PROSPECTIVE CONTRACTOR QUALIFICATIONS

The Prospective Contractor shall have successfully completed a minimum of one (1) similar project within the past five (5) years. Documentation of similar projects shall be submitted in the following format:

1. Name and contact information of client(s)
2. Brief description of project(s)
3. Date(s) completed

CONTRACTOR PERFORMANCE MEASURES

The Contractor's performance will be evaluated based on the criteria outlined in the table below.

Criteria	Standard	Damages
Assessment	Contractor completes assessment within the time frame mutually agreed upon with the GIS Office.	\$100 for each calendar day beyond the date agreed upon by the GIS Office and the Contractor whereby the Contractor fails to complete the assessment. Contractor will credit damages applied to the submitted monthly invoices.
	Contractor addresses all of the components required in the Competitive Bid	\$100 for each component the Contractor fails to assess as stated in the Competitive Bid. Contractor will credit damages applied to the submitted monthly invoices.
Report	Contractor provides accurate and complete report within the time frame mutually agreed upon with the GIS Office and includes all components as stated in the Competitive Bid.	\$100 for each calendar day beyond the date agreed upon by the GIS Office and the Contractor whereby the Contractor fails to provide a complete and accurate report to GIS. Contractor will credit damages applied to the submitted monthly invoices.

Arkansas state law requires that all contracts for services include performance standards for measuring the overall quality of services provided that a Contractor **must** meet to avoid assessment of damages. The GIS Office may be open to negotiations of performance standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance standards will continue throughout the aggregate term of the contract.

The State has the right to modify, add, or delete performance standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith and may include the input of the contractor to establish standards that are reasonably achievable. All changes made to the performance standards will become an official part of the contract.

Failure to meet the minimum performance standards as specified will result in the assessment of damages. In the event a performance standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

RESPONSE DOCUMENTS

The following should be submitted with the bidder's response.

1. Bid signature page included with this solicitation.
 - a. An official authorized to bind the Prospective Contractor to a resultant contract must sign the bid signature page included with the response.
 - b. Bid response must be in the English language

2. Official bid price sheet included with this solicitation
 - a. Must be in U.S. dollars and cents
 - b. Must be valid for 90 days following the bid due date.
 - c. Prospective contractor should include all pricing in its response. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
 - d. Under no circumstances will pricing information be designated as confidential.

3. Qualifications and documentation of a minimum of five years of relevant NG9-1-1 experience and successful completion of similar projects within the previous five years.
4. Copy of Prospective Contractor's *Equal Opportunity Policy*.

BACKGROUND

Data currently used by 9-1-1 public safety answering points (PSAPs) in Arkansas is maintained by local jurisdictions. Datasets include but are not limited to road centerlines, address points, municipal boundaries, fire districts, etc. These PSAPs are typically administered by either a county or a municipality. Since Arkansas' PSAPs currently operate independent of one another, there is no formal data coordination among them. However, certain 9-1-1 applicable datasets are obtained and aggregated at a state level by the Arkansas GIS Office. Other NG9-1-1 applicable datasets, such as municipal boundaries, county boundaries, etc. are available from the GIS Office. In their current form, these datasets contain many of the required fields or an equivalent for the attribute table data that accompanies the geographic data. However, none of the required layers are fully compliant with the NENA standard.

Below is a summary of the status of the five "REQUIRED" data layers as identified in the NENA Standard for NG9-1-1 GIS Data Model, hereafter referred to as the "NENA Standard":

1. Road Centerlines
 - a. Locally sourced and aggregated at state level by GIS Office (<http://gis.arkansas.gov/product/arkansas-centerline-file/>)
 - b. Published to state data clearinghouse in state standard (http://gis.arkansas.gov/docs/law/20180606_ACF_Standard_Final.pdf)
 - c. All 75 counties
2. Site/Structure Address Points
 - a. Locally sourced and aggregated at state level by GIS Office (<http://gis.arkansas.gov/product/situs-address-points/>)
 - b. Published to state data clearinghouse in state standard (http://gis.arkansas.gov/wp-content/uploads/2016/01/2016_Address_Point_Guidance.pdf)
 - c. 72 of 75 counties, remaining three working toward completion
3. PSAP Boundary (<http://gis.arkansas.gov/product/911-public-safety-answering-point-psap-area-boundary-polygon/>)
 - a. Statewide dataset produced by 3rd party in 2008
 - i. Has remained mostly static since, e.g. municipal annexations not reflected; however, the layer was recently updated by GIS Office staff to better align with the attributes contained in the PSAP certification list maintained by the state 911 Board.

- b. This layer is not currently governed by a state standard. It would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard. The state 911 Board has rulemaking authority, as well as the state GIS Board.
 - c. The state 911 Board has awarded a contract for a statewide PSAP consolidation study. It is expected that this study will heavily influence the final content and configuration of the state's PSAP data layer.
4. Emergency Service Boundary
- a. Law Enforcement – No statewide layer
 - i. Exists where a local jurisdiction has created it, but those are few.
 - 1. Most comparable data would be an ESN layer that some local jurisdictions have.
 - ii. Since this data layer does not exist at a statewide level, it would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.
 - b. Fire – Statewide fire districts layer is pseudo-locally sourced. (<http://gis.arkansas.gov/product/fire-district-polygon/>)
 - i. Known inaccuracies and coverage gaps.
 - ii. Existing update process is inefficient and somewhat unreliable.
 - iii. Layer not updated/aggregated by GIS Office; published as-received.
 - iv. This data layer is not currently governed by a state standard. Conversely, its content is more so a function of the applications for which it is used. It would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.
 - c. Emergency Medical Service – No statewide layer
 - i. Exists where local jurisdiction has created it, but those are few.
 - 1. Most comparable data would be an ESN layer that some local jurisdictions have.
 - ii. Since this data layer does not exist at a statewide level, it would be suitable for defining a new NENA endorsed NG9-1-1 compatible standard.
5. Provisioning Boundary
- a. No statewide layer
 - b. Definition could be influenced by work ongoing, e.g. PSAP consolidation study, as well as other operational factors not yet known.
 - c. At the current stage, counties make some intuitive sense, but there are underlying aspects of this layer which still fall into a “to be determined” category

SCOPE OF WORK

The Contractor shall provide the following two mandatory components:

1. An assessment of the current state of NG9-1-1 applicable datasets for the State of Arkansas.
 - a. The Contractor shall include in the assessment a review of the five NENA Standard “REQUIRED” data layers outlined in the “BACKGROUND” section of this solicitation. In addition to the “REQUIRED” data layers, the NENA Standard also includes data layers that are deemed “Strongly

Recommended” and “Recommended”. Respondents are encouraged to broaden the scope of their assessment to include those data layers identified as “Strongly Recommended” and “Recommended” in the NENA Standard. The assessment shall address various NG9-1-1 relevant aspects of the geospatial data including but not limited to:

- i. Data quality
 - ii. Data completeness and comprehensiveness
 - iii. Data readiness
 - iv. Data interoperability
 - v. Workflows necessary to migrate data to standard compliance
 - vi. Adherence to recognized NENA NG9-1-1 standards
- b. In the assessment, the Contractor shall evaluate the level of conformity between master street address guide (MSAG) data in the state and corresponding records in the existing road centerline and address datasets and vice versa.
- i. Prospective contractors should be aware that at least four PSAPs in the state do not have wireline 9-1-1 and likely do not possess a true MSAG.
- c. Pursuant to the completion of the assessment, the Contractor will not be expected to coordinate directly with the numerous local NG9-1-1 stakeholders in Arkansas. The GIS Office will interface directly with local jurisdictions and coordinate with the Contractor as needed. Exceptions could arise if a particular stakeholder’s input is viewed as strategic, however, these should be minimal. Should this type of exception arise, the GIS Office will coordinate interaction between the Contractor and the local stakeholder.
- d. As requested by GIS prior to award of the contract, the Contractor shall:
- i. Provide to the GIS Office a summary describing how the components required in the Scope of Work will be accomplished.
 - ii. Coordinate with the GIS Office to establish a mutually agreed upon time frame wherein the assessment and the report described hereafter shall be completed. Thereafter, if necessary, negotiations may occur as described in the “AWARD PROCESS” section of this solicitation.
2. A comprehensive report based on the assessment performed. The report must include assessment findings and a set of recommendations for future utilization by the GIS Office and the 911 Board. The recommendations must be intended to guide development and maintenance of NG9-1-1 relevant GIS data for the duration of the current three-year project and beyond. The Contractor **shall** begin and complete the assessment and provide the comprehensive report to the GIS Office within a mutually agreeable timeframe. The Contractor shall begin the assessment as soon after contract award as is reasonably possible and shall complete the assessment and report as soon as practicably possible thereafter.

However, in all instances, the assessment and the report must be completed not later than one (1) year from the date of award of a resulting contract or as otherwise directed by the GIS Office.

- a. Recommendations shall be clearly defined, specific, and relevant to the objectives articulated in this solicitation.
- b. It is expected that the GIS Office will use these recommendations to guide the daily activities of staff, as well as guiding ongoing workflows.
- c. Any recommendations should also take into consideration the ongoing work of the 911 Board, specifically regarding the aforementioned consolidation study and a forthcoming RFP for a state ESInet and core NG9-1-1 services.

Optional Component:

1. An optional third component of the work described herein is an implementation plan outlining specific steps necessary for executing and/or achieving the future recommendations. An implementation plan would generally include, but not be limited to, the following:
 - a. Responsible stakeholders
 - b. Deliverables
 - c. Completion schedule

SECTION 3: GENERAL CONTRACTUAL ITEMS

1. Payment and Invoice Provisions

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

2. The State will not:

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

- v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- 3. A contract is not effective prior to award being made by a State Procurement Official.
- 4. Any litigation involving the State must take place in Pulaski County, Arkansas.
- 5. The laws of the State of Arkansas govern this prospective contract.

6. The successful contractor shall:

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

7. Statement of Liability

- a. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- b. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$75,000 whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- c. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in

tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

8. Records Retention

- a. The successful contractor will maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- b. The successful contractor will make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

9. Confidentiality

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

10. Contract Interpretation

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

11. Cancellation

- a. *For Cause*. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

- b. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- c. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

12. Severability

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

SECTION 4: STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The

Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.

15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this

nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

23. CONTINGENT FEE: The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

24. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

25. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.