



**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-19-0114	Solicitation Issued:	July 26, 2019
Description:	Arrest Disposition Recovery Services		
Agency:	Arkansas Crime Information Center		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	August 20, 2019	Bid Opening Time:	2:00 p.m., Central Time
Deliver bid submissions for this Invitation for Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Office of State Procurement 1509 West 7 <sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222  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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Brandi Schroeder	Buyer's Direct Phone Number:	501-682-4169
Email Address:	<a href="mailto:Brandi.Schroeder@dfa.arkansas.gov">Brandi.Schroeder@dfa.arkansas.gov</a>	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **2.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Crime Information Center (ACIC) to obtain pricing and a contract for Arrest Disposition Recovery services.

### **1.1 TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is October 1, 2019, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) 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.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### **1.2 ISSUING AGENCY**

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

### **1.3 BID OPENING LOCATION**

Bids will be opened at the following location:

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

### **1.4 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

### **1.5 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. "Arrest Disposition" means the final conclusion, whether formal or informal, of a criminal arrest or charge which states whether the arrested individual was convicted, acquitted, or the arrest was modified or dismissed.
- D. "Arrest Disposition Recovery" means performing all necessary activities to collect arrest data and related information missing from Open Arrest Files in order to produce a Complete Record.
- E. "Arrest Record" means a record of all data associated with an individual's arrest once charges are filed, including but not limited to the individual's Personally Identifiable Information (PII), descriptive information, fingerprints, the arrest or incident report, and the subsequent Arrest Disposition, if available.
- F. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These Requirements will be distinguished by using the term "**shall**" or "**must**" in the Requirement.
- G. "Business Day" means a day occurring Monday through Friday excluding State Holidays. A current listing of State holidays may be found on the Arkansas Secretary of State's website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- H. "Business Hours" means the hours between 8:30 a.m. and 4:30 p.m., Central Time during Business Days.

- I. "Channeling Agent" means a business or individual approved by the Federal Bureau of Investigation (FBI) to access, submit, retrieve, and review CHRI on behalf of Criminal Justice Agencies.
- J. "Complete Record" means an Arrest Record whereas, upon exhausting all resources available within Criminal Justice System, the Contractor has compiled all arrest data, gathered Primary Source Material matching the specific arrest event in the Open Arrest File, documented the Arrest Disposition, and submitted all data and documentation related to the specific arrest event to the ACIC for further processing.
- K. "Contract Monitor" means an ACIC staff member assigned to be the Contractor's primary point of contact and to provide direction, monitoring, and approval of matters arising as a result of a resulting contract.
- L. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- M. "Criminal Record" means a collection of CHRI that details an individual's contact with the Criminal Justice System such as an individual's descriptive information, fingerprints, arrest warrants, arrest reports, incident reports, subsequent Arrest Dispositions, court records, and outcomes of court cases.
- N. "Criminal History Record Information" or "CHRI" means a part or all of the information contained in a Criminal Record.
- O. "Criminal Justice Agency" means a Federal, State, tribal, military, or local law enforcement agency, court, prosecutor, defense attorney, and correction facility that performs a function in the administration of criminal justice and which allocates a substantial part of its budget to a function in the administration of criminal justice.
- P. "Criminal Justice Information" or "CJI" means a collection of CHRI, along with investigative information, intelligence information, and records relating to petty offenses.
- Q. "Criminal Justice System" means a set of agencies and processes established by governments to control crime and impose penalties on those who violate laws that includes all Federal, State, tribal, military, and local law enforcement agencies, courts, prosecutors, defense attorneys, and corrections.
- R. The terms "Invitation for Bid," "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- S. "National Instant Criminal Background Check System" or "NICS" means an automated system established by the FBI in accordance with the Brady Handgun Violence Prevention Act to check the eligibility of prospective gun purchasers.
- T. "Open Arrest File" means an Arrest Record missing an Arrest Disposition.
- U. "Primary Source Material" means hardcopies of court judgments, dockets, summons, judiciary case search files, and sentencing documents.
- V. "Personnel" means all of the Contractor's in-house staff members or ACIC-approved subcontractors who perform or aid in performing critical functions of the services provided under a resulting contract such as handling Sensitive Data.
- W. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- X. "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.
- Y. "Repository Division" means the division of the ACIC responsible for administering the State's central repository of CHRI and managing the Arkansas Sex Offender Registry.
- Z. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- AA. "Sensitive Data" means information that is protected against unwarranted disclosure, including PII, Protected Health Information (PHI), or other private/confidential data, as specifically determined by ACIC. Sensitive Data includes information about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; or

information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

BB. "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.

## 1.6 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response Packet*.
  - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
    - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Bid Signature Page* included in the *Bid Response Packet*.
    - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
    - iii. Bid response **must** be in the English language.
  - b. One (1) original hardcopy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*.
  - a. EO 98-04 *Contract and Grant Disclosure Form*. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. *Proposed Subcontractors Form*. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.7 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before August 1, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
  1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' 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 August 7, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

### 1.8 **SUBCONTRACTORS**

- A. Prospective Contractors should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by ACIC.

### 1.9 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Bid Price Sheet* only.
- B. 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.
- C. The Contractor **shall** figure all expenses for services required by this IFB into the provided pricing cells as appropriate to include that expense in the proposed pricing, including but not limited to:
1. Research and analysis of missing Arrest Disposition information and Primary Source Material.
  2. Reconciliation of missing Arrest Disposition information and Primary Source Material.
  3. Submission of located arrest data and reports to ACIC.
  4. Associated travel.
- D. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and includes all costs for providing Arrest Disposition Recovery services as specified in this IFB.
1. The Contractor **shall** enter the Cost per Complete Record to complete an estimated annual quantity of 25,000 Complete Records as required by this IFB.
- E. Prospective Contractor **shall** fill in the blue-shaded cell on the *Official Bid Price Sheet*.
1. Do not alter, write, or mark on the *Official Bid Price Sheet* except to enter the pricing in the designated pricing cells.
- F. Low Cost Determination will be made using the Grand Total Estimated Annual Cost cell.
- G. To allow time to review bids, prices **must** be valid for ninety (90) days following the bid opening.
- H. DO NOT submit any ancillary information not related to actual pricing on or with the *Official Bid Price Sheet*.

### 1.10 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

### 1.11 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective Contractor 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 warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

**1.12 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. 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.
- C. 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.
- D. 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.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

**1.13 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the *Official Bid Price Sheet*.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. The State reserves the right to investigate as necessary to determine if the lowest-bidding, apparent successful Contractor meets the Requirements of this IFB.
  - 1. If the lowest-bidding, apparent successful Contractor is determined by the State not to meet the Requirements of this IFB, the Prospective Contractor's bid may be rejected.
  - 2. Should the lowest-bidding, apparent successful Prospective Contractor's bid be rejected, the State reserves the right to investigate as necessary to determine if the second lowest-bidding, apparent successful Contractor meets the Requirements of this IFB. The State reserves the right to continue this process until a responsive Prospective Contractor has been determined.

3. Upon request from OSP and for the purpose of investigation, the apparent successful Prospective Contractor **shall** provide clarification, information, and documentation pertaining to the apparent successful Prospective Contractor's experience, ability, and qualifications to meet the Requirements described in the IFB prior to contract award.
  4. Should the apparent successful Prospective Contractor fail to provide the clarification, information, and documentation requested within the timeframe specified by OSP, the Prospective Contractor's bid may be rejected.
- G. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Prospective Contractors may submit multiple bids.

#### 1.14 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the *Bid Solicitation*.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

#### 1.15 **AWARD PROCESS**

A. Successful Contractor Selection

1. Award will be made to the lowest-bidding, responsible Prospective Contractor on an all or none basis, based on the lowest Grand Total Estimated Annual Cost on the *Official Bid Price Sheet*.

B. Negotiations

1. 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.
2. 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.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](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. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

**1.16 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS**

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

**1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

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

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

B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

**1.18 EQUAL OPPORTUNITY POLICY**

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

B. *EO Policies* should be included with the solicitation response.

C. 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.

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

**1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor 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.

**1.20 RESTRICTION OF BOYCOTT OF ISRAEL**

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract 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.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on *the Bid Signature Page* of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.21 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible." Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.



**1.22 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at:

<https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>.

Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

**1.23 VISA ACCEPTANCE**

A. Awarded Contractor 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) **must 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.

**1.24 PUBLICITY**

A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

**1.25 RESERVATION**

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

## **SECTION 2 – REQUIREMENTS**

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

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Crime Information Center (ACIC) to obtain pricing and a contract for Arrest Disposition Recovery services.

The services outlined in this IFB are currently being performed inhouse, but a grant issued by the National Criminal History Improvement Program (NCHIP) will allow ACIC to fund a contract for Arrest Disposition Recovery services for backlogged Open Arrest Files. These services will include performing all necessary activities for researching Arrest Records, collecting missing arrest data, evaluating Arrest Records for completeness, and submitting all arrest data, files, and Complete Records to the Repository Division. Research will be conducted on-site at various local courts and law enforcement agencies throughout the State to retrieve missing Arrest Disposition information, so travel by the Contractor will be required. Records completed by the Contractor allow ACIC to provide more complete and accurate data for databases, including the:

- NICS
- National Protection Order File (POF)
- National Sex Offender Registry (NSOR)
- Integrated Automated Fingerprint Identification System (IAFIS)

Through the Bureau of Justice Statistics (BJS) and NICS Act Record Improvement Program grants, the NCHIP assists states and localities with improving the quality, completeness, automation, timeliness, transmittal, and immediate accessibility of CHRI including but not limited to protective orders, warrants, mental health adjudications, misdemeanor convictions involving domestic violence and stalking, drug arrests and convictions, and felony convictions. NCHIP helps fund those states and localities and promotes participation in and improvement of the interface between state and national records systems. Additional information about the program is available at <https://www.bjs.gov/index.cfm?ty=tp&tid=47>.

ACIC anticipates providing approximately 25,000 Open Arrest Files per contract year for the Contractor to complete. The actual number of Open Arrest Files provided to the Contractor per contract year will depend on the availability of funding. The State is providing estimates regarding anticipated number of Complete Records strictly as a courtesy to Prospective Contractors. The Prospective Contractor **shall not** interpret any given estimate and/or any other information regarding anticipated number of Complete Records provided in this IFB or *Official Bid Price Sheet* to be a guarantee of actual contract volume or conditions existing during the term(s) of a resulting contract.

### **2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. The Prospective Contractor **shall** have at least three (3) years of experience providing CHRI research and analysis for Criminal Justice Agencies.
- B. At the time of bid submission, and throughout the term(s) of a resulting contract, the Prospective Contractor **shall** be an approved FBI Channeling Agent.
- C. All Personnel assigned to ACIC's account **shall** have at least three (3) years of experience providing services similar in size and scope to the services specified in this IFB.
- D. All Personnel assigned to ACIC's account **shall** be approved FBI Channeling Agents.
- E. At the time of bid submission, and throughout the term(s) of a resulting contract, the Prospective Contractor **shall** be fully compliant with current and future versions of the FBI Criminal Justice Information Services (CJIS) Security Policy. (See Attachment A: *CJIS Security Policy*.)
- F. At the time of bid submission, and throughout the term(s) of a resulting contract, the Prospective Contractor **shall** have in place all facilities, Personnel, and other operations necessary for serving the needs of the State specified in this IFB.

**2.3 GENERAL REQUIREMENTS**

- A. After contract award, ACIC will schedule an introductory conference call and will provide all documents and/or forms and information necessary for processing required background checks.
1. ACIC anticipates scheduling the introductory conference call within ten (10) Business Days of contract award.
  2. Transfer dates and methods of receiving, completing, and submitting Open Arrest File reports, Complete Reports, Primary Source Material, and other data will be negotiated during and/or following the introductory conference call, with ACIC having final approval of all transfer dates and methods.
    - a. The Contractor may choose to receive and complete the Open Arrest Files all at once or in batches.
    - b. In either case, the Contractor **shall** comply with all mutually agreed upon transfer dates and methods of receiving, completing, and submitting Open Arrest File reports, Complete Reports, Primary Source Material, and other data, as approved by ACIC.
  3. The Contractor **shall** complete, return, and provide all requested information relevant to the required background checks to ACIC as specified by ACIC. (See *Key Personnel*.)
    - a. Details regarding how and when ACIC will provide background check information to the Contractor and how and when background information will be submitted to ACIC by the Contractor will be specified by ACIC during the introductory conference call.
- B. After receiving all completed background check information and results, ACIC will provide an Open Arrest File report to the Contractor that will include PII, charge(s) filed, and court(s) or county(s) associated with each Open Arrest File to be completed.
- C. The Contractor **shall** perform Arrest Disposition Recovery services for each Open Arrest File assigned by ACIC including but not limited to:
1. Conducting an all-encompassing research and analysis of missing Arrest Disposition information and Primary Source Material.
  2. Reconciling missing Arrest Disposition information and Primary Source Material with Open Arrest File data.
  3. Exhausting all resources available within Criminal Justice System to produce a Complete Record.
- D. The Contractor **shall** visit Criminal Justice Agencies in person to retrieve missing Arrest Disposition information and Primary Source Material.
1. All travel arrangements and expenses **must** be the responsibility of the Contractor.
  2. The State will not pay or reimburse any travel costs or account management costs associated with a resultant contract.
- E. The Contractor **shall** submit to ACIC all Arrest Disposition information, Primary Source Material, and a Complete Record report for each Open Arrest File assigned by ACIC for which an Arrest Disposition could be determined within the agreed upon timeframe(s).
1. To be considered a Complete Record by ACIC, each record **must** contain Primary Source Material that matches the specific arrest event in the Open Arrest File.
  2. At minimum, each Complete Record report **must** include the following information relevant to the assigned Open Arrest File:
    - a. The individual's PII.
    - b. The charge(s) filed against the individual.
    - c. The court or county associated with the arrest.
    - d. All Primary Source Material located by the Contractor.
    - e. The Criminal Justice Agency where each piece of Primary Source Material was located.

f. The full contents of the Complete Record.

- F. At all times while on State premises, the Contractor's Personnel **shall** cooperate with State site requirements that may include but are not limited to:
1. Providing government-issued photo identification.
  2. Providing information for State badge issuance.
  3. Wearing a State badge.
  4. Being physically escorted while onsite.

## 2.4 **KEY PERSONNEL**

- A. All Personnel assigned to ACIC's account **shall** fully comply with current and future versions of the FBI Criminal Justice Information Services (CJIS) Security Policy.
- B. All Personnel assigned to ACIC's account **shall** submit to a background check administered by ACIC prior to performing services under a resulting contract.
1. ACIC will notify the Contractor as whether each Personnel member has passed the background check.
  2. Should ACIC determine that a Personnel member has not passed the background check, ACIC will notify the Contractor and that Personnel member **shall not** perform services for ACIC.
  3. The Contractor **shall** obtain written approval from the Contract Monitor prior to assigning Personnel to ACIC's account.
- C. The Contractor **shall** assign an in-house, designated Account Manager to ACIC who will be ACIC's primary point of contact.
1. The Account Manager **shall** attend the introductory conference call.
  2. The Account Manager **shall** respond to inquiries from the Contract Monitor within one (1) Business Day in the manner requested by the Contract Monitor.
  3. The Account Manager **shall** attend regular phone conferences as requested by the Contract Monitor to provide progress updates and address additional topics determined by ACIC.
    - a. ACIC anticipates these phone conference to occur monthly, but meeting dates and times may vary.
    - b. The Contract Monitor will provide reasonable notice for these meetings whenever possible.
  4. At any time during the term(s) of any contract resulting from this IFB, the Contractor **shall** replace the Account Manager if requested by ACIC.
    - a. The Contractor **shall** replace the Account Manager within ten (10) Business Days of receipt of replacement request from ACIC.
    - b. The Contractor **shall** replace the Account Manager with a person having equal to or greater qualifications than the person being replaced.
    - c. The Contractor **shall** perform the necessary replacement procedures without disruption to daily operations as they pertain to the Requirements of this IFB.

## 2.5 **DATA SECURITY AND MAINTENANCE**

- A. The Contractor **shall** comply with all applicable Federal, State, and local laws, rules, and policies regarding the security and privacy of CJ, PII, and PHI.
1. Throughout the duration of a resulting contract, should newly enacted Federal, State, and local laws, rules, and policies affect the scope of work of this contract, the Contractor **shall** add, delete, or adjust the services provided to comply with these laws, rules, and policies.
- B. The Contractor **shall** implement administrative, physical, and technical safeguards to protect State data that **must** meet or exceed accepted industry standards regarding the security and privacy of CJ, PII and PHI.

1. All administrative, physical, and technical safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of, and disclosed **must** comply with applicable data protection and privacy laws and the terms and conditions of this solicitation and resulting contract.
- C. All data, along with any documents, electronic reports, records, or other media produced as a result of this solicitation **must** remain the sole property of the State and **must not** be used for any other purposes than described in this solicitation.
- D. The Contractor **shall not** use or release any data, wholly or partially, to any individual or party who is not required to use the data as part of their job duties, or in any manner, except for the purpose outlined in this solicitation or any data that identifies persons or establishments, either directly or indirectly.
- E. Upon expiration or termination of the resulting contract, the Contractor **shall** transfer property rights of all deliverables (intellectual and tangible) to ACIC as specified by ACIC and **shall not** hold ownership or an intellectual property claim to any deliverable associated with the ACIC account.
- F. The Contractor **shall** maintain all data and deliverables associated with the ACIC account and **shall** transfer all data and deliverables associated with the ACIC account to ACIC within sixty (60) calendar days of the expiration or termination date of the resulting contract and all data and deliverables **shall** become the exclusive property of ACIC.
- G. Contractor **shall** notify the Contract Monitor within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the ACIC's Sensitive Data.
- H. The Contractor **shall** notify the Contract Monitor via email within one (1) Business Day of discovery when any of the following incidents occurs:
  1. When any system that may access, process, or store Sensitive Data or other data or work produced under a resulting contract has been subjected to unintended access or attack including but not limited to:
    - a. Compromise by computer malware.
    - b. Compromise by malicious search engine.
    - c. Credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
  2. When an unauthorized use or disclosure of Sensitive Data occurs. The notification to the Contract Monitor **must** include:
    - a. The nature of the unauthorized use or disclosure.
    - b. The Sensitive Data used or disclosed.
    - c. The individual(s) who made the unauthorized use and/or who received the unauthorized disclosure, if known.
    - d. The action the Contractor has taken and/or will take to mitigate effects of the unauthorized use or disclosure.
    - e. The corrective action the Contractor has taken and/or will take to prevent future unauthorized use or disclosure.
    - f. Other information and/or documentation as requested by ACIC.
- I. The Contractor **shall** comply with all applicable Federal, State, and local laws, rules, and policies that require individual notification in the event of unauthorized release of CJI, PII, or other data and **shall** assume responsibility for informing such individuals in accordance with applicable Federal, State, and local laws, rules, and policies
- J. The data security and maintenance Requirements **must** remain in full effect for the duration of any resulting contract and until the data has been safely destroyed from the Contractor's system and from any backups.

**2.6 DISASTER AND RECOVERY PLAN**

- A. The Contractor **shall** have a robust contingency and disaster recovery plan in place to ensure that the services provided under a resultant contract continue despite disruptions to the Contractor's operations.
- B. At a minimum, the contingency and disaster recovery plan **must** ensure services provided to ACIC are restored within forty-eight (48) hours after a disruption.
- C. The Contractor **shall** test the contingency and disaster recovery plan at least twice annually to identify any changes that need to be made to the plans to ensure a minimum interruption of service to ACIC.
  - 1. At least one (1) annual test **must** include backup media restoration and failover/fallback operations.
- D. The Contractor **shall** coordinate testing with ACIC to ensure limited system downtime when testing is conducted.
- E. Upon ACIC request, the Contractor **shall** allow ACIC to inspect and practically test the contingency and disaster recovery plan at any reasonable time.
- F. The Contractor **shall** update, revise, and test the contingency and disaster recovery plan as reasonably requested by ACIC throughout the term(s) of a resulting contract.

**2.7 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Table A: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. 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 following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. 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.
- H. 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.

**TABLE A: PERFORMANCE STANDARDS**

Criteria	Performance Standard	Damages
Complete assigned Open Arrest Files	Completed by agreed upon date as negotiated	\$100 credit applied to the invoice for each Open Arrest File the Contractor fails to complete within the negotiated timeframe

## **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

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

### **3.1 PAYMENT AND INVOICE PROVISIONS**

A. Forward invoices to:

Arkansas Crime Information Center  
322 S. Main St. Ste. 615  
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Payment will be made based on Complete Records.
- D. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- E. 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.
- F. 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.
- G. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- H. 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>.

### **3.2 GENERAL INFORMATION**

A. The State will not:

1. 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 thirty (30) day written notice to the Contractor/lessor in the event funds are not appropriated.
  2. Contract with another party to indemnify and defend that party for any liability and damages.
  3. Pay damages, legal expenses or other costs and expenses of any other party.
  4. Continue a contract once any equipment has been repossessed.
  5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  6. Enter a contract which grants to another party any remedies other than the following:
    - a. The right to possession.
    - b. The right to accrued payments.
    - c. The right to expenses of de-installation.
    - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.



**3.3 CONDITIONS OF CONTRACT**

- 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.

**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 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 \$5,000,000, 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.

**3.5 RECORD RETENTION**

- A. 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. 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.
- 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 Contractor **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 has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

**3.7 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.

### **3.8 CONTRACT INTERPRETATION**

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.

### **3.9 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.

### **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 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**

- ***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 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.