

# Open-Ended RFQ Contact Information Sheet

- *This document has been provided for informational purposes only.*
- *The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.*

RFQ Number: SP-12-0168

Description: Pilot Services

OSP Buyer: Tanya Freeman  
501-682-4169  
[tanya.freeman@dfa.arkansas.gov](mailto:tanya.freeman@dfa.arkansas.gov)

OSP Main Phone: 501-324-9316  
OSP Website: <http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>

**Note:** This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the *Solicitation* is open. This *Solicitation* will remain open for submission of responses for a period of up to seven (7) years from the issuance date of March 1, 2012. The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.



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

**ADDENDUM 1**

**Addendum Issued:** December 4, 2015

**RFQ Number:** SP-12-0186

**Description:** Pilot Services

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

- Delete all reference to “Jaime Kaufman” on page one (1) of the RFQ and replace with “OSP Buyer”.
- Delete 1.1 Issuing Office and replace with the following:

**1.1 Issuing Office**

OSP, as the issuing office, is the sole point of contact throughout the life of this solicitation. Contact information for the OSP Buyer is provided on the *Open-Ended RFQ Contact Information Sheet* posted along with this RFQ. Buyer contact information is subject to change and **shall** be updated by OSP on as needed basis; an addendum **shall not** be required to revise this information.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this *Addendum*. Failure to return this signed addendum may result in rejection of your response.

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_  
*Use Ink Only.*

**Title:** \_\_\_\_\_

**Printed/Typed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

**REQUEST FOR QUALIFICATIONS**

RFQ Number: SP-12-0168	Buyer: Jaime Kaufman
Commodity: PILOT SERVICES Agency: ARKANSAS STATE POLICE (ASP)	Initial Bid Opening Date: March 1, 2012 This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period
Date: 2/14/12	Initial Bid Opening Time: 1:00 pm

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, **MUST** BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

**Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular proposal. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for proposal opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification: \_\_\_\_\_

\* \_\_\_\_\_ \*

Federal Employer ID Number \_\_\_\_\_ Social Security Number \_\_\_\_\_

**FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION**

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

GENERAL DESCRIPTION:	<b>Flying Services</b>
TYPE OF CONTRACT:	<b>Term</b>
BUYER:	<b>Jaime Kaufman</b>
AGENCY P.R. NUMBER	<b>1000582807</b>

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**MINORITY BUSINESS POLICY**

Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_  
Asian American\_\_\_\_ Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

**ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS**

Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

**ALTERATION OF ORIGINAL RFQ DOCUMENTS**

The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

**REQUIREMENT OF ADDENDUM**

THIS RFQ MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the proposal prior to submission. There will be no addendums to a proposal 72 hours prior to the proposal opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

**DELIVERY OF RESPONSE DOCUMENTS**

In accordance with the Arkansas Procurement law and Regulations, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the proposal solicitation documents. Proposal documents received at the Office of State Procurement after the date and time, designated for the proposal opening are considered late proposals and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which proposal the submission is intended.

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**ADDITIONAL TERMS AND CONDITIONS**

The Office of State Procurement objects to and shall not consider any additional mandatory agreement terms and/or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting its proposal, a bidder agrees that any additional mandatory agreement terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with mandatory terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

**ANTICIPATION OF AWARD**

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The proposal results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive this policy, The Anticipation to Award, when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).

**PAST PERFORMANCE**

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, VPR; memo, file or any other appropriate authenticated notation of performance to the vendor files.

**VISA ACCEPTANCE**

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (P-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

**EO-98-04 GOVERNOR'S EXECUTIVE ORDER:**

Bidders should complete the Disclosure Forms posted with this proposal.

**OUTSTANDING TAX LIABILITY**

Bidders must disclose the existence, as of the date of proposal submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their proposals rejected.

**LANGUAGE**

Bids and proposals will only be accepted in the English language.

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**Section 1 – General Information**

**1.0 Introduction**

- The Office of State Procurement (OSP) is issuing a Request for Qualifications for qualified pilots to perform services in the Beechcraft B200 King Air aircraft for the Arkansas State Police (ASP). The RFQ is open-ended. Pilots may submit their qualifications to the OSP at any time during the contract period or an authorized extension.
- The term of this contract shall be for one (1) year, with the option to renew for six (6) one (1) year periods or a portion thereof.
- The services will be performed on an as needed basis. Occasional overnight stays out of town/state may be required. ASP estimates the total number of pilot service calls to be 65 per year.
- Compensation for the piloting services has been established by the agency at \$400.00 per day.
- Overnight travel will be compensated at \$400.00 per day and will be reimbursed for lodging and meals at the established state rates.
- Reimbursement for lodging and meals will only be provided on overnight flights at the approved state rates.
- In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.
- OSP will verify that proposals meet minimum mandatory requirements. ASP will interview, and may evaluate and conduct background checks to determine that pilots qualify based on the evaluation and selection criteria outlined in this document and the background information gathered. A List of Qualified Pilots will be established.

**1.1 Issuing Office**

The Office of State Procurement issues this Request for Qualifications (RFQ) for the Arkansas State Police. The issuing office is the sole point of contact in the State of Arkansas for the selection process. Questions regarding RFQ related matters should be addressed to the buyer, Jaime Kaufman at [Jaime.Kaufman@dfa.arkansas.gov](mailto:Jaime.Kaufman@dfa.arkansas.gov) or 501-371-6065.

**1.2 Definition of Terms**

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and it will attempt to further clarify any point or item in question. The words "bidder" and "vendor" are used synonymously in this document. The abbreviation FAA refers to the Federal Aviation Administration.

**1.3 RFQ Opening Date and Location**

To be considered, proposals must be received prior to the time and date specified on page one of the RFQ or at any time after that date during the entire contract period. Proposals shall be publicly opened and announced at that time and become public information under the laws of the State of Arkansas.

**1.4 Reservation**

This RFQ does not commit the State Purchasing Official to award a contract, to pay costs incurred in the preparation of response to this request, or to procure or contract for services or supplies.

**1.5 Proprietary Information**

- Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures.
- Qualifications and documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to proposal opening.
- Should a firm require non-disclosure of any information, it must be clearly marked as proprietary information and submitted separately sealed from the proposal response.

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**1.6 Publicity**

News releases pertaining to the RFQ or the services, study, data, or project to which it relates will not be made without prior written approval of the State Purchasing Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without written approval from the State Purchasing Director, and then only to persons designated.

**1.7 Cautions to Vendors**

- 1) For a RFQ to be considered, an official authorized to bind the vendor must sign the original proposal that is submitted.
- 2) The State Procurement Official reserves the right to reject a RFQ, if it is in the best interest of the State. Submissions will be rejected for one or more reasons not limited to the following:
  - Failure to supply Airline Transport Pilot or Commercial Pilot Certificate (pg. 6)
  - Failure to sign the Official Proposal.
  - Failure to provide a complete log of the previous two years flights.

**1.8 Confidentiality**

The offerer shall be bound to confidentiality of any information that its employees may become aware of during the qualification process. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for disqualification.

**1.9 Negotiations**

As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**1.10 Conditions of Contract**

The successful vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor

**1.11 Cancellation of Contract**

Vendors may be removed from the list with ten (10) days written notice at the sole discretion of the agency.

**1.12 Statement of Liability**

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items or technical literature to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability for items and technical literature until the services have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

**1.13 Award Responsibility**

The State Procurement Official will be responsible for award and administration of any contract resulting from this RFP.

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**Section 2 – Scope of Work**

**2.0 Purpose**

The purpose of this Request for Qualification is to seek qualified pilots to provide flight services for the Arkansas State Police.

**2.1 Scope**

Pilots will be required to accomplish the following work requirements:

- Adhere to applicable Federal Aviation Regulations;
- Maintain a valid FAA ATP or commercial pilot certificate and required ratings;
- Maintain a valid FAA Class I or II medical certificate;
- Maintain compliance with the flight review requirements of FAR 61.56;
- Maintain compliance with the recent flight experience requirements of FAR 61.57;
- Perform adequate pre-mission planning to safely accomplish assigned mission;
- Perform adequate pre-flight inspection to ensure airworthiness of aircraft;
- Perform assigned flying duties;
- Perform post-flight inspection to ensure readiness of aircraft for next mission;
- Notify the Air Support Unit Supervisor of any maintenance discrepancies;
- Notify the Air Support Unit Supervisor of any aircraft accident, incident, or deviation from applicable regulations and assignment orders;
- Complete aircraft flight logs;
- Ensure security of aircraft from weather or tampering when away from home base;
- Pilots are responsible for training & maintaining their licenses/certificates at no expense to the ASP;
- 24 hour availability;
- Occasional overnight stays out of town/state.
- Pilots must display professional attitudes and conduct themselves in an ethical manner all times while under contract with the ASP.
- Pilots will follow all guidelines, regulations and Policies of the Arkansas State Police.

**Section 3 – Submission Requirements**

**3.0 Submissions Overview**

The Arkansas State Police have established the following minimum criteria to be included in submitted proposals. Vendor should respond to each item in Section 3. After submitted proposals are determined to meet minimum mandatory requirements by the Office of State Procurement; ASP will conduct interviews, and may check references in accordance with the criteria specified within this document, and may perform background investigations.

**3.1 Proposal Information to be Submitted**

The proposal **MUST** supply the information requested below:

- 1) For a proposal to be considered, an official authorized to bind the respondent to a resultant contract **must** have signed the proposal.
- 2) Airline Transport Pilot or Commercial Pilot Certificate with multi engine land and multi engine instrument ratings.

**3.2 References**

- 1) Submission of required references will be evaluated as a **pass or fail**. If unfavorable information is obtained from contact with reference, the vendor may be deemed a non-responsible vendor and the proposal may be rejected.
- 2) Each respondent is to provide, with RFQ response, a list of at least three (3) client references. Include contact person and phone number or email address. These references may be contacted and asked to confirm:
  - That the provider has, under previous agreement, successfully performed work of a similar nature to that detailed in this RFQ.



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- That the provider met all obligations under afore mentioned agreement with regard to the quality of work, completion date, and agreed upon dollar amount.
- That the provider conducted themselves in a highly professional and ethical manner.

Reference Name	Contact Phone # or Email Address	General Service Description
1.		
2.		
3.		

**3.3 Interview Documentation**

The following items must be presented for review by ASP at time of interview

- Minimum qualifications will be evaluated on a Pass/Fail basis.
- ❖ Pilots currently flying, or who have flown within the preceding twelve (12) months, for the ASP may not be required to attend an interview.

**Flight & Navigation Qualifications & Training (minimum):**

- 1) Current FAA Class I or II medical certificate;
- 2) Documentation of Beechcraft B200 training, Beechcraft 90 training (with B200 differences), or of a simulator based training in a multiengine turbine airplane.
- 3) Documentation of Collins Pro-line 21 training.
- 4) Compliance with the flight review requirements of FAR 61.56;
- 5) Compliance with the recent flight experience requirements of FAR 61.57.
- 6) ASP Air Support Unit pilot history form documenting any FAA violations / incidents, criminal history, traffic arrests, traffic citations, or traffic accidents.
- 7) Pilots logbook for previous 2 years;

**Flight Experience (minimum):**

- 1) 2500 hours of experience as a PILOT IN COMMAND (PIC)
- 2) 1000 hours of experience as a PIC of Multi-engine aircraft;
- 3) 100 hours of experience as a PIC in the Beechcraft B200 / C90 Series, or comparable aircraft.
- 4) 25 hours of experience as a PIC within the last 180 days;

- ❖ ASP may require the vendor to perform a check ride in the Beechcraft B200 King Air aircraft to rank performance.

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**STANDARD TERMS & CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the request for qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the proposal are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award the proposal to best serve the interest of the State.
3. **PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the proposal should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the proposal 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 proposal 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this proposal. If the bidder takes no exception to specifications or reference data in this proposal he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 proposal. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The proposal 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 Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The request for qualifications will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The request for qualifications will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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15. **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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.
18. **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.
19. **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 request for qualifications, (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.
20. **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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this request for qualifications is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for qualifications, the bidder named on the front of this request for qualifications, 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.
28. **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.