



State of Arkansas  
 OFFICE OF STATE PROCUREMENT  
 1509 West Seventh Street, Room 300  
 Little Rock, Arkansas 72201-4222

## REQUEST FOR QUALIFICATIONS

<b>RFQ Number:</b> SP-14-0113	<b>Buyer:</b> Julia Shackelford
<b>Commodity:</b> Court Reporter Services <b>Agency:</b> Statewide	<b>Initial RFQ Opening Date:</b> April 2, 2014 This solicitation is open-ended. RFQs may be submitted at anytime during the year or during any authorized renewal period
<b>Date Issued:</b> March 10, 2014	<b>Initial RFQ Opening Time:</b> 2:00 PM Central Time

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

**Vendors are responsible for delivery of their RFQ documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFQ. When appropriate, vendors should consult with delivery providers to determine whether the RFQ documents will be delivered to the OSP office street address prior to the scheduled time for RFQ 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.**

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  TELEPHONE NUMBER: 501-324-9316	<b>RFQ OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

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

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

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

**USE INK ONLY. UNSIGNED RFQS WILL NOT BE CONSIDERED**

Business Designation  
(check one):

Individual [ ]

Sole Proprietorship [ ]

Public Service Corp [ ]

Partnership [ ]

Corporation [ ]

Government/ Nonprofit [ ]

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GENERAL DESCRIPTION:	Court Reporter Services
TYPE OF CONTRACT:	Term

1. **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\_\_\_\_\_

2. **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.
3. **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>
4. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document’s written or electronic language. If the Bidder wishes to make exceptions to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exceptions. If Bidder’s/Contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder’s response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFQ prior to submission. There will be no addendums to a RFP 72 hours prior to the RFQ 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.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit RFQ’s at the place, and on or before the date and time, set in the solicitation documents. RFQ documents received at the Office of State Procurement after the date and time designated for RFQ opening are considered late bids and shall not be considered. RFQ documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFQ the submission is intended.

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7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his RFQ, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a RFQ, shall be grounds for rejecting a RFQ.
  8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed RFQs – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any RFQ made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
  9. **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 fees may not be assessed when accepting the p-card as a form of payment. The successful vendor 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.
  10. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this RFQ.
  11. **CURRENCY:** All pricing must be United States dollars and cents.
  12. **LANGUAGE:** RFQ's will only be accepted in the English language.

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**SECTION 1 - GENERAL INFORMATION**

- 1.1 INTRODUCTION:** The Office of State Procurement (OSP) is issuing this Request for Qualifications (RFQ) for Court Reporter Services for all State Agencies to be utilized on an as needed basis. It is the intent of the State to establish a Qualified Vendor List of Certified Court Reporters (CCR) that may result in a non-mandatory contract for court reporter services for the State of Arkansas and Cooperative Procurement Program Participants.
- 1.2 COOPERATIVE PROCUREMENT PROGRAM PARTICIPATION:** Arkansas' Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. Therefore the contractor agrees to provide Court Reporter Services to Cooperative Procurement Program Participants. Unless otherwise stated, all standard and special terms and conditions listed within the Request for Qualifications should be equally applied to such participants.
- 1.3 ISSUING OFFICE:** The Office of State Procurement issues this RFQ. 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, Julia Shackelford at [julia.shackelford@dfa.arkansas.gov](mailto:julia.shackelford@dfa.arkansas.gov) or 501-371-6079.
- 1.4 CAUTION TO BIDDERS**
1. During the time between the RFQ opening, any resulting contact concerning this RFQ should be initiated by the issuing office. Specifically, the person named herein will initiate all contact.
  2. Vendors must submit one (1) signed original RFQ response on or before the date and time specified on page one or at any time after that date during the entire time the list is in effect. Submissions shall be publicly opened and announced at that time and become public information under the laws of the State of Arkansas.
  3. The State Procurement Official reserves the right to reject a RFQ for any or all services of a RFQ received as a result of this RFQ, if it is in the best interest of the State to do so. RFQ's will be rejected for one or more reasons not limited to the following:
    - a. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
    - b. Failure to sign an Official RFQ Document.
    - c. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
    - d. Failure of any proposed service to meet or exceed the specifications.
- 1.5 RFQ FORMAT:** Any statement in this document that contains the word "**must**" or "**shall**" or "**will**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the proposal to be rejected.
- 1.6 LENGTH OF QUALIFIED LIST:** The Qualified Vendor List shall be in effect for a period of twelve (12) months from date of initial qualification. Upon mutual agreement by OSP and the vendor, the Qualified Vendor List may be extended for up to six (6) additional one (1) year increments or a portion thereof. In no event shall the total length of contract be more than seven (7) years.

The original list of vendor(s) will be qualified for one (1) year. Vendor(s) that are added to the list as a result of this RFQ shall be qualified for a portion thereof, depending upon the time of qualification. A submittal of a qualification statement does not guarantee that the company and/or court reporter will be contracted to perform any services but only serves notice as a desire to be considered.

The Request for Qualifications is open-ended. Providers may submit their qualifications to the Office of State Procurement at any time during the term of the contract. The Office of State Procurement may add qualified vendor(s) at any time the list is in effect or during any authorized extension.

**1.7 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 RFQ opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire RFQ will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

**1.8 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.

**1.9 DEFINITION OF TERMS:** The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "bidder," "respondent," and "vendor/offeror" are used as synonyms in this document. The words "contractor/successful vendor" refer to the vendor selected in the event of a resulting contract. The word "Agency" or "Department" refers to the Arkansas Office of State Procurement (OSP). The words "Hiring Agency" or "Hiring Department" refers to the State agency or other entity seeking to obtain a contract from the list of vendors qualified by this RFQ process.

**1.10 PUBLICITY:** News releases by a vendor pertaining to the RFQ or any portion of the service shall not be made without prior written approval of the State Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's RFQ. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

**1.11 PRICING:** Pricing shall not be submitted with the RFQ response.

**1.12 LOCATION OF COURT REPORTING SERVICES:** Statewide locations. Bidder should identify which areas of the State they will provide service; see Appendix A.

**IN THE EVENT OF ANY RESULTING CONTRACT, THE FOLLOWING SHALL APPLY (SECTIONS 1.13-1.21):**

**1.13 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment and reimburse that party for the loss caused solely by the State's uses or possession.
  - b. Upon default, to pay all sums to become due under a contract.
  - c. To pay damages, legal expenses or other costs and expenses of any party.
  - d. To conduct litigation in a place other than Pulaski County, Arkansas
  - e. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

**1.14 CONDITIONS OF ANY RESULTING CONTRACT:** The successful vendor(s) 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 the contract which in any manner affect the completion of the work. The successful vendor(s) 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(s).

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**1.15 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 to be delivered or to be used in the installation of deliverables. The vendor(s) are required to retain total liability until the deliverables 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.

**1.16 RECORD RETENTION:** In any resulting contract, the Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee 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.

**1.17 ORDERING PROCEDURE:** Orders placed against any resulting contract should be in the form of an agency issued purchase order.

**1.18 PAYMENT AND INVOICE PROVISIONS:** In any resulting contract, invoices should be forwarded to the hiring agency, as specified on Agency Purchase Order.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the hiring agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment will be made only after the contractor has successfully satisfied the requesting agency as to the service. Vendor(s) should invoice requesting agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor(s) **must** be registered to receive payment and future RFQ notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>.

**1.19 QUALIFIED VENDOR LIST:** OSP will verify that proposals meet minimum requirements. A list will be established of qualified companies and/or CCR providers that meet or exceed the minimum qualifications.

**1.20 PRIME CONTRACTOR RESPONSIBILITY:** The selected vendor(s) for any contract resulting from this RFQ will be required to assume prime contractor responsibility for the contract and will be the sole point of contact. If any part of the work **must** be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical proposal response.

The vendor **shall not** assign any resulting contract in whole or in part or any payment arising there from without the prior written consent of the hiring agency.

The contractor of any resulting contract shall give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**1.21 CANCELLATION:** In the event the hiring agency no longer needs the services specified in any resulting contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of appropriated funding, the hiring agency may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

**SECTION 2 – SPECIFIC REQUIREMENTS**

**2.1 SCOPE OF WORK:** State agencies and public entities in the State of Arkansas require court reporter services for a variety of unique requirements. The purpose of this RFQ is to streamline the procurement process for obtaining court reporter services by establishing a Qualified Vendor List.

**2.2 COURT REPORTER SCHEDULE:** In any resulting contract, work days and hours may vary according to agency needs. Normal business work hours are Monday – Friday, 8:00 a.m. – 4:30 p.m. Central Time. However, there may be occasions when the working hours will be extended. In addition, the vendor(s) should be available to answer any questions from the hiring agency during normal business work hours.

**2.3 REQUIRED SUBMISSIONS:** To be considered, vendor(s) **must** submit the following information:

- 1) Three (3) business references located in the United States, two (2) of which should be located in Arkansas and who have been providing client services of a same or similar in nature.
- 2) Each reference should include: contact person, telephone number and email address. These references may be contacted and asked to confirm:
  - a) the provider has, under previous agreement, successfully performed work of a similar nature as specified in this RFQ.
  - b) the provider met all obligations under the agreement with regard to the quality of work, completion date, and agreed upon dollar amount.

REFERENCE NAME	PHONE NUMBER	E-MAIL ADDRESS	SERVICE DESCRIPTION
1.			
2.			
3.			

**2.4 MINIMUM QUALIFICATIONS:** To be placed on the Qualified Vendor List, the Company or individual court reporter **must** be capable of meeting or exceeding the following:

- 1) be an Active Certified Court Reporter in good standing with the Arkansas Board of Certified Court Reporter Examiners; and **must** provide a copy of their certification with the response.
- 2) stay current on the rules and regulations of court reporting in Arkansas (provide this information in 2.5).
- 3) be familiar with and observe State and Federal confidentiality requirements (provide this information in 2.5).

**2.5 WORK SYNOPSIS:** Vendor **must** provide a one page detailed synopsis of their qualifications and experience. The synopsis should include, but not limited to, the methods of reporting, report type, transcript preparation, state and/or federal certification, state and/or federal association memberships. Provide the fields of expertise (public utility law, medical, education, tax law, etc.) in the work synopsis. In addition, the vendor should include Appendix A (page 9) with their response. Vendors may submit an updated synopsis on an as needed basis.

**2.6 CONFIDENTIALITY:** In any resulting contract, the vendor(s) shall be bound to confidentiality of any information that they may become aware of during the life of the contract. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for disqualification.

**2.7 CONTRACTOR REPORTING REQUIREMENTS:** In any resulting contract, OSP reserves the right to request a usage report from the companies or individuals on the qualified list on an as needed basis. OSP will determine an acceptable format for reporting.

When requested, the report will be emailed to: [julia.shackelford@dfa.arkansas.gov](mailto:julia.shackelford@dfa.arkansas.gov)

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**SECTION 3 – CRITERIA FOR SELECTION**

**3.1 AGENCY UTILIZATION OF QUALIFIED VENDOR LIST:** When a hiring agency has a need to procure Court Reporter Services over \$50,000, the agency will send a written description of the scope of work to all vendor(s) from the Qualified Vendor List. The vendor(s) will be asked to respond to the scope of work at a time and date set by the hiring agency.

If the service exceeds \$10,000 and is less than or equal to \$50,000, the hiring agency will send a written description of the scope of work to a minimum of three (3) vendor(s) from the Qualified Vendor List. The vendor(s) will be asked to respond to the scope of work at a time and date set by the hiring agency.

If the service is \$10,000 and or less, the hiring agency will procure the service as a small procurement order.

**3.2 EVALUATION AND NEGOTIATIONS:** Vendor(s) that respond and meet the requirements set forth within the hiring agency's scope of work will be evaluated and scored by the hiring agency's evaluation committee. For illustrative purposes only, a sample evaluation score sheet (Attachment A) is attached. The scores will be added and the vendor receiving the highest cumulative score may receive recommendation of an award.

Discussions between the hiring agency and the vendor receiving the highest score may be conducted for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

Any resulting contract will be selected at the sole discretion of the hiring agency based on but not limited to areas of expertise, availability and price.

**3.3 AWARD RESPONSIBILITY:** The hiring agency will be responsible for award and administration of any resulting contract(s).

**3.4 CONTRACTOR NOTIFICATION:** The hiring agency will notify the contractor a minimum of twenty-four (24) hours prior to conducting a hearing, deposition or any other meeting. In addition, the hiring agency will notify the contractor a minimum of twenty-four (24) hours prior to canceling a previous scheduled hearing, deposition or other meeting. If the hiring agency fails to give a twenty-four (24) hour cancellation notice, the contractor will be entitled to the minimum appearance fee that was initially negotiated between the hiring agency and contractor.

**3.5 TRAVEL REIMBURSEMENTS AND EXPENSES:** In any resulting contract, reimbursement of travel expenses will be subject to the State of Arkansas State Travel Regulations (<http://www.dfa.arkansas.gov/travel/Pages/default.aspx>).



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**APPENDIX A: SERVICE LOCATIONS**

<b>APPLICANT NAME</b>											
<b>MAILING ADDRESS</b>			<b>CITY</b>			<b>STATE</b>			<b>ZIP CODE</b>		
<b>PHONE NUMBER</b>			<b>ALTERNATE PHONE NUMBER</b>			<b>E-MAIL ADDRESS</b>					
INDICATE THE COUNTIES COURT REPORTING SERVICES WILL BE PROVIDED ( <i>Check ALL that apply</i> )											
<b>NORTHWEST</b>		<b>NORTHEAST</b>		<b>SOUTHWEST</b>		<b>SOUTHEAST</b>		<b>CENTRAL</b>			
ALL		ALL		ALL		ALL		ALL			
BAXTER		CLAY		CALHOUN		ARKANSAS		FAULKNER			
BENTON		CLEBURNE		CLARK		ASHLEY		GARLAND			
BOONE		CRAIGHEAD		COLUMBIA		BRADLEY		GRANT			
CARROLL		CRITTENDEN		DALLAS		CHICOT		LONOKE			
CONWAY		CROSS		HEMPSTEAD		CLEVELAND		PERRY			
CRAWFORD		FULTON		HOT SPRING		DESHA		PULASKI			
FRANKLIN		GREENE		HOWARD		DREW		SALINE			
JOHNSON		INDEPENDENCE		LAFAYETTE		JEFFERSON		OTHER AREAS (Please Specify) CITY      COUNTY			
LOGAN		IZARD		LITTLE RIVER		LEE					
MADISON		JACKSON		MONTGOMERY		LINCOLN					
MARION		LAWRENCE		MILLER		MONROE					
NEWTON		MISSISSIPPI		NEVADA		PHILLIPS					
POPE		POINSETT		OUACHITA		PRAIRIE					
SEARCY		RANDOLPH		PIKE		ST. FRANCIS					
SEBASTIAN		SHARP		POLK							
SCOTT		STONE		SEVIER							
VANBUREN		WHITE		UNION							
WASHINGTON		WOODRUFF									
YELL											

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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.