

Invitation to Bid

Bid Number: DH-15-0011

Bid Opening Time and Date: 2pm. November 13, 2015

Commodity: Consultant Services for Diabetes Self-Management Education Program and Diabetes Prevention Program

Bid Issuance Date: October 30, 2015

Issuing Officer: Tim Smith, CPPB

Bids will be accepted until the time and date specified above. The bid envelope must be sealed and properly marked with the Bid Number, Date of Bid Opening and Bidder's return address. It will not be necessary to return a "No Bid" notice to the ADH Issuing Officer. Bids may be mailed or hand delivered; but in each case must be received by the ADH Issuing Officer prior to 2 pm. Central Time on November 13, 2015.

Company Name: _____

Authorized Representative (type or print): _____

Title: _____

Address: _____

Telephone Number: _____ **Fax Number:** _____

Email Address: _____

Authorized Representative Signature: _____
(Must be in ink):

Identification:

Federal ID Number (FIN): _____ or

Social Security Number: _____ (Please do not supply SSN unless no FIN)

Arkansas Vendor Number: _____ (Number required for award issuance)

Business Designation (Please circle one of the following as it applies to your company):

Individual	Sole Proprietorship	Public Service Corp
Partnership	Corporation	Government/Non-Profit

General Information

Background

The Arkansas Department of Health is Requesting Bids for Professional Services and Technical Support for Arkansas Department of Health Chronic Disease Prevention & Control Branch (CDPCB). This service is for the Diabetes Self-Management Education Program (DSME) and the Diabetes Prevention Program (DPP).

Scope of Work

- Asses, visit, and assist new sites to become Diabetes Self-Management Education (DSME) ADA/AADE recognized programs. Convene and/or survey stakeholders (DSME providers, health systems representatives, etc..) to assess:
 - Needs and opportunities,
 - Gaps in program availability, sustainability and insurance coverage, and
 - Barriers to referrals.
 - Assist in establishing new CDC-Diabetes Prevention Recognized Program (DPRP) sites.
 - Present the CDC Diabetes Prevention Recognition Program to existing DSME sites, health clinics and diabetes support groups
 - Assist existing DSME sites and other health clinics to become DPRP sites.
 - Identify and work with 10 DSME recognized/accredited programs to raise awareness about:
 - Pre-diabetes risk factors,
 - The locations of sites offering Diabetes Prevention Programs (DPP) that have achieved CDC recognition (DPRP) or pending recognition, and
 - How to refer clients to these programs.
 - Provide expertise as a Certified Diabetes Educator (CDE) to sites in each phase of the DSME and DPRP application Processes.
 - Assist DSME and DPRP candidates with navigating through the on-line application process and other mandatory paperwork needed to apply for recognition.
 - Assist with on-line resources for diabetes.
 - Serve as state contact for the establishment and sustainability of DSME and DPRP programs to health workgroups, health care professionals, payers and outside agencies.
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Project Description and Staffing

The CDE consultant will provide services to the ADH/Chronic Disease Prevention and Control Branch to increase access to DSME and DPRP programs in Arkansas. This individual will provide clinical expertise as a CDE to sites identified.

Type of Contract

The resulting award will be issued as a consultant services contract/outline agreement. The initial term of the outline agreement shall be from date of award through June 29, 2016. The ADH reserves the option to renew this outline agreement in accordance with the original terms of the agreement, and upon mutual agreement with the vendor, for up to six (6) renewal periods, in one (1) year increments or a portion thereof, but not to exceed a total agreement term of seven (7) years from date of award. The ADH will notify the vendor at least thirty (30) calendar days prior to the end of the agreement period or extension thereof if the ADH intends to extend the agreement. If notification is not made, the agreement will terminate at the end of the agreement period or extension thereof.

Reservation

This solicitation does not commit the state to award a contract, to pay costs incurred in the preparation of the vendor’s response to this solicitation, or to procure or contract for services or supplies.

Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. “Minority” is defined by ACA §1-2-503 as “black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander.” The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

Arkansas Economic Development Commission

Minority Certification: _____

ACRONYMS USED IN THIS IFB:

ADA/AADE	American Diabetes Association/American Association of Diabetes Educators
ADH	Arkansas Department of Health
CDC	Centers for Disease Control & Prevention
CDE	Certified Diabetes Educator
CDPC	Chronic Disease Prevention & Control
CDPCB	Chronic Disease Prevention & Control Branch
DAC	Diabetes Advisory Council
DPP	Diabetes Prevention Program
DPRP	Diabetes Prevention Recognized Program
DSME	Diabetes Self-Management Education
EEO	Equal Employment Opportunity
IFB	Invitation for Bid

Award

This contract will be awarded to the lowest responsible and responsive bidder that meets the minimum qualifications provided in this solicitation. In the event of a tie bid, the vendor will be chosen in accordance with A.C.A §R7:19-11-229 (3) Tie Bids.

Alteration of Original IFB Documents

The original written or electronic language of the IFB shall not be changed or altered except by approved written addendum issued by the ADH. If vendors/contractors submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's response shall be declared as "non-responsible" and the response shall not be considered.

Requirement of Amendment

This invitation to bid may be modified only by amendments written and authorized by the ADH Issuing Officer.

Additional Terms and Conditions

The ADH 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. In signing and submitting its bid 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 bid, shall be grounds for rejecting a bid.

Delivery of Response Documents

Vendors are responsible for delivery of their bid documents to the ADH Issuing Officer prior to the scheduled time for opening of the invitation for quote. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the ADH office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address, 4815 West Markham Street, Slot 58, Little Rock AR 72205 on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit bids at the place and on or before the date and time set in the bid solicitation documents. Bid documents received by the ADH Issuing Officer after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents that are to be returned may be opened to verify which bid the submission is for.

Equal Employment Opportunity Policy

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to the Office of State Procurement at the following e-mail address: eeopolicy.osp@dfa.state.ar.us. 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 of 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.

Check the appropriate statement below:

- I have enclosed a copy of our EEO policy with this bid
- I have submitted an electronic copy of our EEO policy to eeopolicy.osp@dfa.arkansas.gov

Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in the contract with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>. A screen print of your online submission should be included with your bid documents.

Acceptance & Rejection

The state reserves 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.

General Bid and Contract Information

Bid Opening Date and Location

Bids shall be publicly opened and announced at the time and date stated on page 1, and become public information under the laws of the State of Arkansas. To be considered, responses must be received by the ADH Issuing Officer prior to the time and date specified.

Bid Submission

Vendors submitting bids shall be required to submit only one (1) signed copy of the bid. Signature must be in ink.

Issuing Officer

The ADH Issuing Officer will administer this solicitation and the resultant award. The ADH Issuing Officer will be the sole point of contact in the ADH for the selection process. Vendor questions regarding this solicitation and any related matters shall be addressed solely to the ADH Issuing Officer.

Arkansas Department of Health
Timothy Smith, CPPB
Procurement Branch Chief
4815 West Markham Street, Slot 58
Little Rock, AR 72205
501-280-4573

Prime Contractor Responsibility

The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to the service supplied. The ADH reserves the right to interview the key personnel assigned by the successful vendor to the project and to recommend or require reassignment of personnel deemed unsatisfactory by the agency.

The selected vendor will be required to assume responsibility for all services, equipment and training obtained under contracts resulting from this solicitation.

Vendor Minimum Qualifications

The vendor must provide the following documents in order to meet minimum qualifications and be considered for an award:

Invoices

The vendor shall invoice the ADH. The ADH will make timely payment of invoices according to State policy and procedure; however, no late charges will be allowable except as provided by Arkansas Statute and Regulations.

Invoices must show an itemized list of charges. The ADH reserves the right to increase or decrease the quantities on any item awarded during the term of this contract or extensions thereof. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ADH, and only when the vendor has successfully satisfied the ADH as to the reliability and effectiveness of the service, equipment and training as a whole.

The ADH may not be invoiced in advance of deliver and acceptance of any service or equipment. The vendor will provide invoices to the CDPC on either a monthly or quarterly basis as services are performed. All invoices shall be forwarded in duplicate to the following address:

Arkansas Department of Health Chronic
Disease Prevention & Control Branch
Attn: Budget Analyst
4815 W. Markham, Slot 6
Little Rock, AR 72205

All invoices must include:

- 1) Submission of an original properly itemized invoice showing the purchase order number
- 2) Must be sent to the "Invoice To" point shown on the purchase order with a copy to the ordering agency/program
- 3) Description of Services as listed on the purchase order agreement
- 4) Acceptance/approval by the ordering state agency for services invoiced
- 5) All invoices must be received before June 1, 2016

Deliverables:

Deliverable #1:

- For the 2015-2016 grant year the successful vendor shall assist 5 sites to become recognized/accredited as DSME sites in Arkansas counties where such services are not in existence. This goal of 5 sites will be reassessed each year the contract is up for renewal.
 - Provide guidance and technical assistance related to ADA/AADE DSME recognition process to health clinics and eligible facilities in Arkansas counties. Technical assistance will involve tasks such as:
 - Assisting DSME candidates with navigating through the on-line application process and other mandatory paperwork needed to apply for recognition,
 - Assisting with on-line resources for diabetes, and
 - Assisting recognized DSME with “troubleshooting strategies” to sustain viable DSME programs.

Performance Indicator for Deliverable #1:

- The number of new DSME recognized programs sites established by June 29, 2016
- Up-to-date inventory of the counties without recognition/accredited DSME and DPRP programs presented at quarterly DAC meetings.
- Number of information or training meetings with ADA and/or AADE recognition/accreditation candidates to assist them to become DSME recognized

Acceptable Performance for Deliverable #1:

- ❖ 5 DSME recognized/accredited programs established between date of award through June 30, 2016 in counties where such services are not currently in existence. This goal will be reassessed each year the contract is renewed.
- ❖ Up-to-date inventory of the counties without recognition/accredited DSME and DPRP programs presented during at least 3 quarterly DAC meetings.
- ❖ At least 6 information or training meetings with ADA/AADE recognition candidates to assist them to become DSME recognized.

Method of Monitoring Deliverable #1:

- Written monthly reports to reflect all areas of the deliverables submitted to the CDPC Branch.
- Quarterly oral and written reports presented at the DAC quarterly meetings.

Deliverable #2:

- Develop and implement marketing techniques for counties without a recognized/accredited DSME program.
 - Develop an informational brochure or flyer for distribution at meetings and county sites without DSME programs.
 - Discuss technology opportunities for outreach, such as telemedicine, with the Rural Hospital Association
 - Produce two DSME newsletters during the grant year under the direction of the program. Provide and facilitate continuing educations ADA/AADE guideline updates to CDPC Branch Staff, Diabetes Advisory Council (DAC), recognized DSME programs, potential satellite sites, and DSME candidates through the aforementioned process of communication and bi-annual newsletters.

 - **Performance Indicator for Deliverable #2:**
 - Development of marketing techniques for non-recognized counties to include
 - DSME informational brochure or flyer distributed at meetings and county sites without DSME programs,
 - A report on at least one discussion of technology opportunities for Alliance organizations,
 - The number of newsletters distributed, and
 - The number of continuing education ADA/AADE guideline updates provided.

 - **Acceptable Performance for Deliverable #2:**
 - ❖ Documented use of marketing tools or techniques in at least two counties,
 - ❖ At least one discussion of technology opportunities for outreach with Rural Hospital Association, and other Health organizations
 - ❖ Two issues of newsletters distributed
 - ❖ At least one ADA/AADE guideline update provided.

 - **Method of Monitoring Deliverable #2:**
 - Written monthly reports to reflect all areas of the deliverables submitted to the CDPC Branch.
 - Quarterly oral and written reports presented at the DAC quarterly meetings.
 - Receipt of the newsletters and observation of the update presentation by CDPC Branch staff.
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Deliverable #3:

- Participate in the evaluation of the formal DSME Update by working with the CDPC Branch Nutrition Consultant/staff to establish DSME-related objectives, outcomes and evaluation questions.
- **Performance Indicator for Deliverable #3:**
 - Number of calls and meetings attended to plan and report on the evaluation of the DSME/DPRP work-plan objectives.
- **Acceptable Performance for Deliverable #3:**
 - ❖ Participation in at least one meeting or call to develop the evaluation plan and report for the DSME/DPRP work-plan objectives.
 - ❖ Attendance in at least three DAC meetings and update reports provided on DSME progress.
- **Method of Monitoring Deliverable #3:**
 - Written monthly reports to reflect all areas of the deliverables submitted to the CDPC Branch,
 - Quarterly oral and written reports presented at the DAC quarterly meetings,
 - DAC minutes and Evaluation meeting notes.

Deliverable #4:

- For the 2015-2016 grant year, the successful vendor shall assist 2 sites to become DPRP sites. This goal will be reassessed each year the contract is up for renewal.
 - Identify and work with 10 DSME recognized/accredited programs to raise awareness about:
 - Pre-Diabetes risk factors,
 - The locations of sites offering DPP programs that have achieved CDC recognition or pending recognition, and
 - How to refer clients to these programs.
 - Work with state agencies to obtain the DPRP as a covered benefit for public employees, Medicaid recipients, and /or privately insured Arkansans. Successful vendor shall submit a “business case” for DPRP.
- **Performance Indicator for Deliverable #4:**
 - Number of DPRP programs established between date of award through June 29, 2016,
 - Number of DSME sites provided technical assistance about pre-diabetes,
 - Submission of a “Business case” for Diabetes Prevention Recognition Programs (DPRPs)
 - Number of new health care systems with policies or practices to refer person with pre-diabetes or at high risk to CDC recognized lifestyle changes programs.

- **Acceptable Performance for Deliverable #4:**
 - ❖ At least two DPRP programs established. This goal will be reassessed each year the contract is up for renewal.
 - ❖ At least 10 DSME programs provided technical assistance about pre-diabetes.
 - ❖ Submission of a “Business case” for DPRP to the CDPC Branch.
 - ❖ At least three new health care systems with policies or practices to refer person with pre-diabetes or at high risk to CDC recognized lifestyle changes programs.
- **Method of Monitoring Deliverable #4:**
 - Written monthly reports to reflect all areas of the deliverables submitted to the CDPC Branch.
 - Quarterly oral and written reports presented at the DAC quarterly meetings
 - Receipt of the business Case for DPRP programs

Deliverable #5:

- Work with the DAC and its various education subcommittees (i.e. policy education subcommittee, patient education subcommittee, provider education subcommittee and public education subcommittee) as appropriate to:
 - Expand reach and increase effectiveness of planned interventions
 - Address gaps in program availability, sustainability and coverage and barriers to referrals, as well as other identified issues and barriers to patient education.
- **Performance Indicator for Deliverable #5:**
 - Number of DAC and education subcommittees (i.e. policy education subcommittee, patient education subcommittee, provider education subcommittee and public education subcommittee) meetings attended.
- **Acceptable Performance for Deliverable #5:**
 - ❖ Attendance in at least 3 DAC and subcommittee meetings with documented discussion of gaps in DSME and DPRP availability, use and sustainability.
- **Method of Monitoring Deliverable #5:**
 - Written monthly reports to reflect all areas of the deliverables submitted to the CDPC Branch.
 - Quarterly oral and written reports presented at the DAC quarterly meetings.
 - Minutes of meetings.

Remedies for Unacceptable Performance:

Acceptable performance shall be determined solely at the discretion of the CDPC Branch and its Center. One or more of the following remedies may be imposed for unacceptable performance:

- CDPC Branch will notify the vendor of unacceptable performance. A meeting between the vendor and CDPC Branch/Center will take place to discuss and develop an informal plan for change, and/or
- The CDPC Branch will notify the vendor in writing of non-compliance with the established deliverables and performance indicators. Within 10 working days of notification of non-compliance, the vendor must submit and implement a corrective action plan that is acceptable to CDPC. Payment may be reduced or withheld by the CDPC pending submission and implementation of an acceptable corrective action plan, and/or
- Payment may be withheld or reduced as determined by the CDPC, and/or
- The contract may be terminated by the CDPC.

These remedies are in addition to all others available at law or equity.

Qualifications of Applicant

Each applicant will receive a pass/fail recommendation from the program based on responses to the items listed below.

Each applicant must meet the following minimum qualifications to be considered for the award based on price. Failure to meet these requirements may result in a fail designation.

- 1) Must be a Certified Diabetes Educator. For CDE verification, a written request and a "Consent to Release" from the applicant will be sent to <http://www.ncbde.org/verification/>
- 2) Describe your experience in chronic disease and diabetes self-management, including any training and knowledge of ADA, DSME, AADE and DEAP recognition/accreditation guidelines.
- 3) Describe your knowledge of, and experience with, the DPRP program and processes associated with DPRP.

Additionally, the applicant should provide additional documentation referencing the items listed below. Information may be contained in a resume or may be on a supporting document, but must clearly indicate which item below is being addressed.

- a) Describe in your response your knowledge of different health care organizational structures (two minimum) and how DSME/DPRP fit into each structure.

- b) Provide documentation of your competence with communicating through various tools, such as internet, Facebook, webinars, telemedicine, teleconferences, interactive TV and other written and oral methods. Such documentation may be presented in use of references, application packet, interview questions and examples.
- c) Describe at least one marketing techniques you will utilize to reach counties where there are currently no DSME recognized sites.
- d) Describe examples of trainings that you have conducted and/or facilitated in the last three (3) years.
- e) Describe and give an example of data collections you have completed and the method utilized. You will also want to describe any ability to collect data from various sources.

Terms & Conditions of Bid

- a) To be considered, vendor must include as part of the response all of the provisions of the solicitation
- b) An official authorized to bind the vendor to the resultant contract must sign the vendor's solicitation response
- c) The successful vendor shall at all times observe and comply with federal and State 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
- d) The successful vendor shall indemnify and save harmless the agency and all of 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
- e) The vendor 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 ADH. Access will be granted upon request to State or federal government entities or any of their duly authorized representatives
- f) Financial and accounting records shall be made available, upon request, to the ADH 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

Cost

All required charges must be included on the Official Bid Price Sheet and must be valid for thirty (30) calendar days following the bid openings. Changes to the format and intent of the Official Bid Price Sheet are not acceptable. Bids submitted with an altered Official Bid Price Sheet may be rejected.

The successful vendor awarded the contract as a result of this solicitation shall not increase prices quoted and listed herein for the duration of the resulting contract. Any cost not identified by the vendor but subsequently incurred in order to achieve successful completion of the service will be borne by the vendor.

Cancellation

In the event the State no longer needs the services specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) calendar days prior to the date of cancellation.

Agency Property

Property, including intellectual property, acquired or created by the vendor as an agreement deliverable is the property of the Agency. The vendor shall be responsible for the proper custody and care of all Agency owned property, including Agency owned property used in connection with the performance of this agreement and the vendor agrees to reimburse the Agency for its loss or damage due to negligence, theft, vandalism or Acts of God.

Ownership of Documents

All documents and deliverables prepared by the vendor and accepted by the agency shall become the property of the Agency and shall not be used for any other purpose by the vendor without the Agency's specific written consent.

Liability

In the event of non-performance of a contractual obligation by the vendor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the vendor will be liable to the Agency, in full, for all penalties, sanctions and disallowances assessed against the Agency.

DH-15-0011
Official Bid Price Sheet

1. Hourly Consultant Fee. The agency estimates 154 hours per month for first contract period that will end June 29, 2016 for a maximum of 924 hours, then estimates 77 hours per month for any annual renewal/extension of the contract (924 hours).

$$\begin{array}{rcl} \$\underline{\hspace{2cm}}/\text{hour} & \times & 924 \text{ Hours} = \$\underline{\hspace{2cm}} \\ \text{(Hourly rate)} & \times & \text{(Estimated)} = \text{(Total Price)} \end{array}$$

Additionally, the vendor will be allowed an estimated \$3,000 for travel expenses to be reimbursed at the state per diem rate per year.

Note: If there are any calculation errors on the vendor's official bid price sheet, the unit cost will govern over the total cost or grand total. Bidders should take into account travel costs when calculating the cost per bid category.

Any cost not identified on this schedule but subsequently incurred will be the responsibility of the vendor.

(Vendor Company Name)

(Vendor's Authorized Signature)

Standard Terms & Conditions

1. **GENERAL:** Any special terms and conditions included in the solicitation 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 response are accepted by the ADH.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities, and to award the solicitation to best serve the interest of the state.
3. **RESPONSE SUBMISSION:** Responses must be submitted to the Issuing Officer on this form, with attachments when appropriate, on or before the date and time specified for the solicitation opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind his/her firm in a contract. Each response should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Provide 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 solicitation. Unless otherwise specified, the response must be firm for acceptance for thirty days from the response opening date. "Discount from list" responses are not acceptable unless requested in the solicitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Provide 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. **GUARANTY:** All items offered 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 IFB. The vendor 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 vendor further guarantees that if the items furnished hereunder are to be installed by the vendor, such items will function properly when installed. The vendor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

7. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, solicitation number and item number. If samples are not destroyed during reasonable examination they will be returned at the vendor's expense, if requested, within ten days following the opening of responses. All demonstrators will be returned after reasonable examination.
8. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the response 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 vendor.
9. **AMENDMENTS:** The solicitation cannot be altered or amended after the response opening except as permitted by regulation.
10. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the response price. Trade discounts should be deducted from the unit price and the net price should be shown in the response.
11. **AWARD:** Term Contracts: A contract award will be issued to the successful vendor. 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 ADH purchase order authorizing shipment will be furnished to the successful vendor.
12. **LENGTH OF CONTRACT:** The request for quote will show the period of time the term contract will be in effect.
13. **DELIVERY ON FIRM CONTRACTS:** The request for quote will show the number of days to place a commodity in the ADH designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADH Issuing Officer 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.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the ADH Issuing Officer. 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.
15. **STORAGE:** The ADH is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

16. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ADH after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the ADH Issuing Officer 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 ADH Issuing Officer of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors 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 solicitation and purchase order numbers, where itemized in the request for quote, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by ADH. 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 ADH, 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.
20. **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.
21. **ASSIGNMENT:** Any contract entered into pursuant to this request for quote is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **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.
23. **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 agency. If the ADH 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.

24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor 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 vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this request for quote, the vendor named on the front of this request for quote, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State 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.
27. **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.