



## Arkansas Community Correction

Two Union Nation Plaza Building  
105 West Capitol, 3<sup>rd</sup> Floor  
Little Rock, AR 72201-5731  
(501) 682-9510 (501) 682-9513 (fax)

# ***TECHNICAL PROPOSAL PACKET*** ***RFP #01032017***

### **CAUTION TO VENDOR**

Vendor's failure to submit required items and/or information as specified in the *Bid Solicitation Document* **shall** result in disqualification.



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## PROPOSAL SIGNATURE PAGE

RESPONDENT'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation	<input type="checkbox"/> Public Service Corp <input type="checkbox"/> Nonprofit	
Minority Designation: <i>See Minority Business Policy</i>	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Pacific Islander American
		<input type="checkbox"/> American Indian	<input type="checkbox"/> Asian American	<input type="checkbox"/> Service Disabled Veteran
	AR Minority Certification #:		Service Disabled Veteran Certification #:	

VENDOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:		Title:	
Phone:		Alternate Phone:	
Email:			

CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with vendor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

**An official authorized to bind the vendor to a resultant contract must sign below.**

The signature below signifies agreement that either of the following **shall cause the vendor's proposal to be disqualified**:

- Additional terms or conditions submitted in their proposal, whether submitted intentionally or inadvertently.
- Any exception that conflicts with a Requirement of this *Bid Solicitation*.

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

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



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## SECTION 1 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## SECTION 2 - VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## SECTIONS 3, 4, 5 - VENDOR AGREEMENT AND COMPLIANCE

- *Exceptions to Requirements shall cause the vendor's proposal to be disqualified.*

By signature below, vendor agrees to and **shall** fully comply with all Requirements as shown in this section of the bid solicitation.

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

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_



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## PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

### **VENDOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.**

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP

**VENDOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.**

By signature below, vendor agrees to and **shall** fully comply with all Requirements related to subcontractors as shown in the bid solicitation.

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

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



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## INFORMATION FOR EVALUATION

- *Provide a response to each item/question in this section. Vendor may expand the space under each item/question to provide a complete response.*
- **Do not** include additional information if not pertinent to the itemized request.



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Arkansas Community Correction

## REQUEST FOR PROPOSAL (herein RFP)

For the procurement of

**AMENDED**

## **VIDEO VISITATION SYSTEM AND SERVICE**

**RFP #01032017**

**March 1, 2017**

8:00a.m Central Time

At the offices of the

Arkansas Community Correction  
Two Union National Plaza Building  
105 West Capitol, 3<sup>rd</sup> Floor  
Little Rock, AR 72201-5731

### Section 1

#### General Instructions & Information

#### RFP Timeline

March 1, 2017	Publication of RFP on agency website
March 20, 2017	Deadline for RFP Questions
March 31, 2017 4:30 p.m. Central Time	Deadline for Submission of Proposals. Late responses will be returned unopened.
April 3-7, 2017	Proposal Review
April 10-15, 2017	Contract Negotiation and Completion

#### Delivery of Response Documents

Delivery Address	Two Union National Plaza 105 West Capitol 4 <sup>th</sup> Floor Little Rock, AR 72201
Proposal's Order Packaging	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.
Agency Contact	Latreasa Mullins; 501-529-5392; <a href="mailto:Latreasa.mullins@arkansas.gov">Latreasa.mullins@arkansas.gov</a>



## Type of Contract

A Term contract will be awarded to a single vendor. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is **July 1, 2017**. Upon mutual agreement by the vendor and agency, the contract may be renewed by the agency on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. The total contract term **shall not** be more than seven (7) years.

## Issuing Agency

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

## Bid Opening Location

Proposals received by the opening time and date shall be opened at the following location:

Arkansas Community Correction  
Two Union National Plaza  
105 West Capitol 4<sup>th</sup> Floor  
Little Rock, AR 72201

## Definition of Requirement

- 1) The words “**must**” and “**shall**” signify a Requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
- 2) Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor’s proposal or in subsequent correspondence, **shall** cause the vendor’s proposal to be disqualified.
- 3) Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section’s *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

## Definition of Terms

- 1) The Arkansas Community Correction Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- 2) The words “bidder” and “vendor” are used synonymously in this document.
- 3) The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

## Response Documents

- 1) The original *Technical Proposal Packet* **must** be received on or before the bid opening date and time.
- 2) The Proposal Packet should be clearly marked “Original” and **must** include the following:
  - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
  - c. Original signed *Proposed Subcontractors Form, if applicable*. (See *Subcontractors*.)
  - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
- 3) The following items should be submitted in the original *Technical Proposal Packet*.
  - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
  - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. *Voluntary Product Accessibility Template (VPAT), if applicable*. (See *Technology Access*.)
- 4) **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## Organization of Response Documents

- 1) It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- 2) The original *Technical Proposal Packet* and all copies should be arranged in the following order.
  - *Proposal Signature Page*.
  - *All Agreement and Compliance Pages*.
  - *Proposed Subcontractors, if applicable (Form)*.
  - Signed Addenda, if applicable.
  - E.O. 98-04 – *Contract Grant and Disclosure Form*.
  - *Equal Opportunity Policy*.
  - *Voluntary Product Accessibility Template, if applicable (VPAT)*.
  - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation’s* item number.
  - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

### Clarification of Bid Solicitation

Any questions requesting clarification of information contained in this *Bid Solicitation* **must** be submitted in writing via email by 4:30 p.m., Central Time on or before April 10, 2017 to the Agency Contact as shown on page two (2) of this *Bid Solicitation*.

- For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
  - Vendors' written questions will be consolidated and responded to by the State.
- 3) Vendors may contact the Agency Contact with non-substantive questions at any time prior to the bid opening.
  - 4) No oral statement by ACC is part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ACC.

### Proposal Signature Page

- 1) An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- 2) Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
  - i. Additional terms or conditions submitted intentionally or inadvertently.
  - ii. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

### Agreement and Compliance Pages

- 1) Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- 2) Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

### Subcontractors

- 1) Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- 2) Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

### Pricing

The responding vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal. The Contractor shall be responsible for payment of any and all taxes and for obtaining any necessary or required licenses, permits required by Federal, State, and local laws or ordinance

### Prime Contractor Responsibility

- 1) A single vendor must be identified as the prime contractor.

- 2) The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

### Proprietary Information

- 1) Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- 2) One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Technical Proposal Packet*. A CD is also acceptable.
- 3) Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- 4) The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- 5) The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- 6) If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- 7) If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

### Caution to Vendors

- 1) Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through ACC.
- 2) Vendor **must not** alter any language in any solicitation document provided by the State.
- 3) Vendor **must not** alter the Official Bid Price Sheet.
- 4) All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- 5) Proposals **must** be submitted only the English language.
- 6) The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- 7) Vendor **must** provide clarification of any information in their response documents as requested by ACC.
- 8) Qualifications and proposed services and equipment **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

A. Vendors may submit multiple proposals.

### Award Process

- 1) Successful Vendor Selection

- i. The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The State may move forward to negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

### Minority Business Policy

- 1) Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs
- 2) The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.

### Equal Opportunity Policy

- 1) In compliance with Arkansas Code Annotated § 19-11-104, Arkansas Office of State Procurement (OSP) is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- 2) *EO Policies* may be submitted in electronic format to the following email address: [latreasa.mullins@arkansas.gov](mailto:latreasa.mullins@arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.
- 3) The submission of an *EO Policy* to OSP is a one-time Requirement. 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.
- 4) Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

### Prohibition of Employment of Illegal Immigrants

- 1) Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- 2) ACC will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

### Past Performance

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b) (1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

### Technology Access (if applicable)

- 1) When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information

technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- 2) ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
  - Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
  - After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
  - Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
  - Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
  - Integrating into networks used to share communications among employees, program participants, and the public
  - Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- 3) State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- 4) For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- 5) If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

### Publicity

- 1) Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without ACC's prior written approval.
- 2) Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

### Reservation

The State **shall not** pay costs incurred in the preparation of a proposal.

## Introduction

The Arkansas Community Correction is seeking sealed proposals until the date and time of proposal opening for a web-based video visitation system to provide visitation meeting, exceeding, or equivalent to the specifications for inmates of the Arkansas Community Correction Center. The proposed system must meet all local, state, and federal standards and regulations for a web-based video visitation. The Arkansas Community Correction reserves the right to accept or reject any or all of the proposals in whole or in part. Failure to comply with any of the requirements contained in this Request for proposals may result in the rejection of the entire proposal submitted.

The Arkansas Community Correction is interested in proposals that will combine state-of-the-art equipment and technology with the highest level of support and cooperation from the selected vendor to best meet the needs of the facility. The proposed system is being undertaken in order to provide revenue for appropriate expenditures and the successful vendor will be responsible for all associated cost, direct or indirect, which can include but not limited to hardware, communications cost, installation, and maintenance.

## Scope of Work

Please give a detailed response to requirements below:

### **1. WEB VIDEO VISITATION SYSTEM REQUIREMENTS**

- a. The proposed system shall integrate with the offender management software.
- b. The proposed system shall not require facility personnel to operate the system.
- c. The proposed system shall not require facility personnel for scheduling visits using the system.
- d. The proposed system shall not require a minimum call length or require connection fee. The system must support call lengths from one (1) minute to the maximum set by the facility.
- e. The proposed system shall allow user to buy minutes in one minute increments.
- f. The proposed system shall subtract usage in one minute increments.
- g. The proposed system shall provide for positive identification of inmate and visitor with unique identifier (i.e. PIN, passwords, biometrics, etc.)
- h. The proposed system shall be installed in a production environment for more than 6 months and in use today at a least 5 correctional facilities.
- i. The proposed system shall offer 20% revenue sharing from the first visit on the first day of operation.
- j. The proposed system shall be web-based and shall not require purchasing proprietary hardware or software apps for visitors to use from their home computers, smart phone, or tablet.
- k. Visitors will only be required to have a computer, camera, microphone, speakers and high speed Internet connection to connect or a mobile device with front facing camera.
- l. The proposed system shall have a self-test to verify the operation of home user system.
- m. The proposed system shall display a countdown timer and shall warn user of end of call and indicate minutes remaining on account.
- n. The proposed system shall provide for all collection and refunds of charges without intervention by the Facility and/or Center staff.
- o. The proposed system shall have a built in accounting feature that allows for accessing, by the XXXX Warden of but not limited to the following: daily, monthly, and yearly usage amounts.
- p. The proposed system shall require the inmate the ability to initiate the video visit.
- q. The proposed system shall not allow the home user to generate a video visit into the Facility and/or Center.
- r. The proposed system must be 100% hosted with no servers installed in the facility.
- s. Stored Video Visitation data (video files and visitation data) must be backed up in at least two different geographical locations.
- t. The system shall provide six (6) SG100-16port switches-no cost
- u. The system shall provide six (6) Dell Sonicwall TX 300 Router/Firewall-no cost

The system shall provide six (6) Marketing packages; includes Lobby Posters & Reference Cards, Inmate Posters-no cost



## 2. **HARDWARE REQUIREMENTS**

1. Each proposed Inmate and Visitor station shall consists of the minimum at no cost or reduction in revenue sharing:

- a. Fifty (50)-20" touch screen Home PAS Kiosks
- b. Institutionally grade stainless steel enclosure
- c. Patented Software License-no cost
- d. Hardware & Software Service level agreement-for life of initial agreement-no cost
- e. WIN 8.1+ OS
- f. Integrated High Definition Camera
- g. Institutionally approved hand set
- h. Institutionally approved housing for the equipment.
- i. The successful bidder shall provide the required network hardware to distribute high speed Internet to each station being installed.
- j. The successful bidder will provide the initial High Speed Internet connection to the facility.

## 3. **SOFTWARE SPECIFICATIONS**

1. Home User Functions

- a. The proposed system shall have and allow auto detection of incoming call.
- b. The system shall show name of incoming caller.
- c. The proposed system shall allow a Visitor, who is approved and registered, to connect from anywhere in the world using high speed Internet for a flat per minute fee. All rates, fees and commissions are to be stated in an attachment.
- d. The proposed system shall allow the home user to add minutes to an individual inmates account in one minute increments.
- e. The proposed system shall provide the home user to accept or refuse a video call.
- f. The proposed system shall provide for the visitor to send a video message up to one minute in length to the inmate they are registered to visit. Likewise, the inmate can send a video message up to one minute in length to the off-site visitor.

2. Inmate User Functions

- g. The proposed system shall provide for any Inmate, who has been authorized by the Facility, to initiate a visit with any of his pre- approved visitors without operator intervention.
- h. The proposed system shall provide for each inmate to create their own unique Personal Identification Number (PIN) without operator intervention.
- i. The system shall allow the inmate to log onto the system from any station in the facility.
- j. The proposed system shall automatically log out an Inmate if not in a visit.
- k. The proposed system shall display, on each station in each pod, a list of inmates in that pod for which there is an active visitor on line available to receive a call.
- l. The proposed system shall provide for the inmate to send a video message up to one minute in length to the registered visitor. Likewise, the visitor can send a video message up to one minute in length to the inmate they are registered to visit.

3. Facility Management Interface Functions

- m. The system shall be provided at the listed locations:
  - Northeast ACC Center (Osceola, AR )-9 units
  - Northwest ACC Center( Fayetteville, AR )-7 units
  - East Central ACC Center ( West Memphis, AR) -9 units
  - Southwest ACC Center ( Texarkana, AR )-10 units
  - Omega Technical Violator Center (Malvern, AR ) -12 units
  - Central ACC Center ( Little Rock, AR )-3 units
- n. The system shall provide that no operator be required to begin a call.
- o. The system shall provide that no scheduling personnel be required to schedule video visits.
- p. The system shall provide real time monitoring capability of all active Inmate visits using Windows XP or higher, Android mobile OS, Apple mobile OS via the Internet
- q. The system shall provide blocking of monitoring capability for professional visits.
- r. The system shall provide the capability for immediate call interruption.

- s. The system shall provide the capability to reset of Inmate Personal Identification Number.
- t. The system shall provide capability for immediate suspension of inmate visitation privileges by the monitoring officer.
- u. The system shall provide capability for immediate suspension of visitor visitation privileges.
- v. The system shall provide capability for immediate suspension of all visits.
- w. The system shall provide capability for the authorized personnel to monitor visitation system using their PC, tablet or other smart device.
- x. The system shall provide capability to record all video calls.
- y. The system shall provide capability for blocking the recording of professional video calls.
- z. The system shall provide capability for play back of recorded videos, download of recorded videos, entering notes linked to a specific recorded video.
- aa. The system shall provide capability for long term storage of all recorded videos.
- bb. The system shall provide capability to download recorded videos to a user's computer hard drive or portable device if given proper permissions and shall have date and time stamped.
- cc. The system shall provide capability for playback of recorded video. Recorded visits can be searched by Call Type, Date, Inmate, or Visitor.
- dd. The system shall provide capability for real time interface with JMS to keep Inmate data current.
- ee. The system shall provide capability for notification to home users of the suspension of visitation by the facility whether system wide or on an individual inmate basis.
- ff. The system shall provide capability for daily, monthly, and yearly usage figures and audited records.
- gg. Including the number of visits by interface (mobile app, visitor or lobby) on a monthly basis.
- hh. Includes the number of active inmates in what zone of the facility on a daily basis.
- ii. The system shall provide the facility the ability to set maximum visit length.
- jj. The system shall provide the ability to control days on which visitation is allowed.
- kk. The system shall produce a visitation report based on inmate, visitor or date
- ll. The system shall provide UI in over 60 languages
- mm. The system shall provide for disabling stations on an individual basis
- nn. The system shall provide access to registered visitor information
- oo. The system shall provide notification to inmates that a visitor is on line and available to visit
- pp. The system shall allow the Warden to establish additional administrative positions and to grant differing permissions to each administrative position

#### **4. DIAGNOSTIC TESTING AND REMOTE ANALYSIS**

The Contractor shall have ability to log into any PC or mobile device in order to test, diagnose the maintenance issue and rest the system.

#### **5. REMOTE MONITORING CAPABILITIES**

The Contractor shall have the ability to log into any PC or mobile device to monitor status of the system

#### **6. SERVICE & MAINTENANCE**

1. Vendor shall provide service, at a minimum, 365 days per year and 12 hours per day.
2. Services must be guaranteed for the duration of the contract period.
3. Vendor shall provide a toll-free service number technical assistance.
4. Vendor shall address all major system outages within two (2) hours.
5. A major system outage shall be defined as two (2) or more stations out of service.
6. All other service shall be addressed within 24 hours of notification, excluding evenings, week-ends and State holidays.
7. Vendor shall provide service policies and procedures as an attachment to this proposal.
8. Describe the maintenance and quality assurance programs for stations to be installed.
9. Detail the method of determining service interruptions and service call priorities.
10. List response time for each priority and the level of expertise devoted to each priority.
11. Provide a contact person who will be responsible for ongoing account management and support.

12. Vendor must accept responsibility for all video visitation equipment and software defects for the entire length of the contract.
13. Vendor must certify that services are free from defects and must correct all problems associated with the hardware or software at no cost.
14. A local service provider is preferred.

## **7. INSTALLATION AND TESTING**

1. The contractor will provide inmate visitation station, administration station and Ethernet switches required and insure that they are working properly. The installation is to be coordinated with the facility personnel.
2. Offeror shall submit a complete and detailed schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system shall be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facility.
3. The risk of loss and or damage will be assumed by the contractor during shipment, unloading and installation.

## **8. VISIT MONITORING AND RECORDING**

1. The proposed system shall maintain 60 days of recorded visits.
2. Facility personnel must be able to search recorded visits by Inmate ID number, date and time
3. Facility personnel must be able to monitor any active visit.
4. Recordings must be backed for archival for sixty days (60). Please describe system utilized.

## **9. TRAINING**

1. Vendor shall provide on-site training to the staff in system administration, operation and reporting within 30 days of installation.
  - a. Contractor shall provide all technical assistance that may be essential during the installation and initial use of the equipment normally provided to their most preferred customer, including operational training for employees.
  - b. Manuals, instructions, and names of technical representatives who are available via telephone will be given to the staff of the Detention Center.
  - c. Please outline description of Contractor training plan, including ongoing training, training methodology and frequency of training.
2. The Contractor shall provide "hands on" training for:
  - a. Facility and/or Center administrative staff that is responsible for the video visitation system - this training must provide an overview of the entire system with specific emphasis on Administrative Account page - 1hour.
  - b. Facility and/or Center technical staff (IT and Maintenance) if involved in support of installed system (network and hardware systems) this training must provide an overview of the entire system with special emphasis on the Internet Access distribution and station hardware- 1 hour.
  - c. Corrections officers involved with supervision of inmate/users on a daily basis. This training must provide an overview of the entire system with specific emphasis on the inmate stations in the pods/housing units - 45 minutes
3. Additional training shall be available on site at times mutually agreed on by contractor and the facility.
4. Additional web based training shall also be available.

## Performance Standards

- 1) State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table listed below: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.

Item #	Description	Points
1	The merits of vendors services and proposed technology	25
2	Commission Rate and Fee Structure	25
3	Professional references, experience of the vendor and company officials for the services required	25
4	Responsiveness to this RFP	25
<b>Total</b>		<b>100</b>

- 2) The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- 3) The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- 4) All changes made to the Performance Standards **shall** become an official part of the contract.
- 5) Performance Standards **shall** continue throughout the term of the contract.
- 6) Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- 7) In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- 8) Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

**Section 3**  
**Criteria for Selection**  
**(Responses not required)**

Technical Proposal Score

- 1) ACC will review each *Technical Proposal Packet* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission *Requirements* **shall** be disqualified and **shall not** be evaluated.
- 2) An agency-appointed Evaluator will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
  - a. The Evaluator will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal.
  - b. After initial individual evaluations are complete, the Evaluator will meet with the Chief Deputy Director. At this consensus scoring meeting, the Evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
  - c. After the evaluator have had an opportunity to discuss their individual scores with the Chief Deputy Director, the evaluator will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
  - d. The final individual scores of the evaluator will be recorded on the Consensus Score Sheets.
  - e. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- 3) Technical Proposals that do not receive a minimum weighted score/subtotal of 100 may not move forward in the solicitation process. The pricing for proposals which do not move forward **shall not** be scored.

Grand Total Score

The Technical Score will determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

Vendor Acceptance of Evaluation Technique

- a. Vendor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- b. The submission of a *Technical Proposal Packet* **shall** signify the vendor understands and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.

**Section 4**  
**General Contractual Requirements**  
**(Responses not required)**

Payment and Invoice Provisions

1. All invoices **shall** be forwarded to:  
  
Two Union National Plaza  
105 West Capitol, 2<sup>nd</sup> Floor  
Little Rock, AR 72201
2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
3. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
4. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
5. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
6. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
7. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

General Information

1. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
2. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
3. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
4. The State **shall not** continue a contract once any equipment has been repossessed.
5. Any litigation involving the State **must** take place in Pulaski State, Arkansas.
6. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
7. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - i. The right to possession.
  - ii. The right to accrued payments.
  - iii. The right to expenses of deinstallation.
  - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

8. The laws of the State of Arkansas **shall** govern this contract.
9. A contract **shall not** be effective prior to award being made by a State Procurement Official.
10. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
  - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

### Conditions of Contract

1. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
2. The 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 vendor.

### Statement of Liability

1. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
2. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$1,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
3. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.
4. The vendor shall indemnify the Arkansas Community Correction against liability for any suits, actions, or claims of any character arising from or relating to the performance under a resulting contract by the vendor or its subcontractors. The Arkansas Community Correction has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

## Record Retention

1. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
2. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
3. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

## Confidentiality

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

## Contract Interpretation

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

## Cancellation

1. In the event the State no longer needs the service or commodity 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 **shall** give the vendor written notice of cancellation, specifying the terms and the effective date of contact termination. The effective date of termination **shall** be 30 days from the date of notification, unless a longer timeframe is specified in the notification.
2. Upon default of a vendor, the State **shall** agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.

## Severability

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



Section 5  
Standard Terms and Conditions  
(Responses not required)

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to Arkansas Community Corrections on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee 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.
8. **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, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.

10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful 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 Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the 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 bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.),

the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

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 **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** 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 **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** 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 solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
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.