STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

INVITATION FOR BID

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-26-010	Solicitation Issued:	February 6, 2026
Description:	Incident Management System		
Department:	Department of Human Services, Division of Adult, Aging, and Behavioral Health Services		

SUBMISSION DEADLINE			
Bid Submission Date/Time	February 18, 2026	Bid Opening Date/Time:	2:00 p.m., Central Time

Bids **shall not** be accepted after the bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is Prospective Contractor's responsibility to submit proposals at the designated location on or before the bid submission deadline. Bids received after the submission deadline **shall** be considered late and **shall** be returned to Prospective Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201 ***Note: Hand delivered responses must be delivered directly to and logged by the security desk at 700 Main Street prior to the bid submission deadline. Otherwise, these deliveries will not be accepted and will be disqualified. Receipts for submissions will NOT be issued to bidders.***
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8th Street, Slot W345 Little Rock, AR 72201 Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. **Prospective Contractors assume all risk for timely, properly submitted deliveries.**
Bid's Outer Packaging:	If the *Bid Response Packet* is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Jordan Philson	Buyer's Direct Phone Number:	501-396-6095
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
DHS Website: OSP Website:	DHS Procurement Announcements OSP Bid Opportunities		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Adult, Aging, and Behavioral Health Services (DAABHS) to obtain pricing and a contract for an incident management and root cause analysis software application for the Arkansas State Hospital (ASH).

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)

According to Ark. Code Ann. § 19-61-802, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A. A Term contract will be awarded to a single Contractor. Any resultant contract of this IFB **shall** be subject to State approval processes which may include Legislative review.

B. The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is June 1, 2026. Upon agreement by the Contractor and Department, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Prospective Contractor questions regarding this IFB should be made through the State's buyer as shown on page one (1) of this document. Questions will be answered as a courtesy and at Contractor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the submission deadline will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the DHS website.

1.6 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a Requirement of this IFB and that Prospective Contractor's agreement to and compliance with that item is mandatory.

B. Exceptions taken to any Requirement in this IFB, whether submitted in the bid or in subsequent correspondence, **shall** cause Prospective Contractor's bid to be disqualified.

1.7 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point of an item in question.

B. The words "Bidder," "Vendor," "Prospective Contractor," and "Contractor" are used synonymously in this document.

C. The terms "Invitation for Bid," "IFB," and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. An official authorized to bind Prospective Contractor to a resultant contract **must** sign the *Bid Signature Page*.
2. Prospective Contractor's signature on this page signifies agreement that either of the following **shall** cause bid disqualification:
   a. Additional terms or conditions submitted intentionally or inadvertently.
   b. Any exception that conflicts with a Requirement of this IFB.
3. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
   a. EO 98-04 Disclosure Form (Attachment A).

b. Copy of Prospective Contractor's *Equal Opportunity Policy* (see Section 1.18 Equal Opportunity Policy).
c. Signed addenda to this IFB, if applicable (see Section 1.16 Requirement of Addendum).
d. Documentation that Prospective Contractor meets the minimum qualifications outlined in this IFB (see Section 2.3 Minimum Qualifications).

4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) single-sided hard copy and one (1) electronic copy of the *Bid Response Packet*, excluding the *Official Bid Price Sheet*. To the extent possible, all electronic documents should be submitted as a single PDF on a flash drive.**

B. *Official Bid Price Sheet* (see Section 1.11 Pricing)
1. Prospective Contractor **must** submit one (1) hard copy and one (1) electronic copy of the original *Official Bid Price Sheet*, preferably on a flash drive in a single PDF file.

2. Both hard and electronic copies of the *Official Bid Price Sheet* **must** be separately sealed from the *Bid Response Packet* and be clearly marked as "Pricing." Prospective Contractor **must not** include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGE

Prospective Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the IFB. The *Agreement and Compliance Page* is included in the *Bid Response Packet*. Prospective Contractor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 SUBCONTRACTORS

Prospective Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate Prospective Contractor's intent to utilize, or not utilize, subcontractors. Additional subcontractor information may be required or requested in following sections of this IFB. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

The utilization of any proposed subcontractor is subject to approval by the State agency.

1.11 PRICING

A. Prospective Contractors **must** include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the successful Contractor but subsequently incurred in order to achieve successful operation **shall** be borne by Contractor. Justification for prices quoted should be attached to the *Official Bid Price Sheet*. Prices **must** be valid for one hundred twenty (120) days following the bid opening. All bid pricing **must** be in United States dollars and cents. The *Official Bid Price Sheet* may be reproduced as needed.

B. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in bid disqualification.

1.12 PRIME CONTRACTOR RESPONSIBILITY

A joint bid submitted by two (2) or more Prospective Contractors is acceptable. However, a single Contractor **must** be identified as the prime contractor. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 INDEPENDENT PRICE DETERMINATION

A. By submission of this bid, Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:

1. The prices in the bid have been arrived at independently, without collusion.
2. No prior information concerning these prices has been received from, or given to, a competitive company.

B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

A. Documents submitted pertaining to this IFB become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (*see* Ark. Code Ann. § 25-19-101, et seq.). In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of

certain types of information described in FOIA. Such information may be exempted from the Public Records Act pursuant to FOIA.

B. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By redacting any information contained in the response, Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior to release. **Evidence that demonstrates that the Prospective Contractor meets the minimum qualifications of this IFB must be minimally redacted.**

C. **Under no circumstances will pricing information be designated as confidential.**

D. One (1) complete electronic copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. Do not submit documents via e-mail or fax. 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. Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data. The redacted copy shall be open to public inspection under FOIA without further notice to Prospective Contractor.

E. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact Prospective Contractor prior to the release of documents.

F. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 CAUTION TO VENDORS

A. Prior to any contract award, all communication concerning this IFB **must** be addressed through OP. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

B. Contractor **must not** alter the *Official Bid Price Sheet* or any language in any solicitation document provided by the State. Bids **must** be submitted in the English language. Contractors may submit multiple bids.

C. Contractor **must** provide clarification of any information in their response documents as requested by OP.

D. The State **shall** have the right to award or not award a contract, if it is in the State's best interest.

1.16 REQUIREMENT OF ADDENDUM

This IFB **shall** be modified only by an addendum written and authorized by OP. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the IFB. Prospective Contractor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening. Prospective Contractors are cautioned to ensure that they have received or obtained, and responded to, any and all addenda to the IFB prior to response submission.

1.17 CONTRACTOR SELECTION

A. Award Determination

1. Award is expected to be made to the lowest responsible, responsive bidder based on grand total price. Consideration will only be given to those that bid all line items. Bidders **must** meet minimum qualifications. Bids **must** meet or exceed all defined specifications and all terms and conditions of this IFB and Arkansas law. Prior to award, the State may require the anticipated awardee to present an oral demonstration of the proposed solution. If the functionality of the anticipated awardee's solution is unacceptable to the State for any reason, the State reserves the right to request an oral demonstration from the next qualified bidder.

2. The State reserves the right to determine that received costs from any Prospective Contractor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the

ability of the offeror to meet the requirements of the solicitation). When the State determines that pricing is potentially unrealistic or unreasonable, the State may request Prospective Contractor to clarify elements of pricing. A Prospective Contractor may be removed from consideration for a solicitation, at the State's sole.

3. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council, and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and Contractor.

B. Discussions and Negotiations
1. The State may, at its sole discretion, choose to conduct negotiations with the lowest-bidding, responsive, responsible bidder if:
   a. All bids received from responsive and responsible bidders exceed available funding; or
   b. It appears that additional savings to the state may result from negotiation.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding, responsive, responsible bidder. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in its best interest.

C. Anticipation to Award
1. Once an anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this IFB. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
2. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the State's best interest. It is Prospective Contractor's responsibility to check the above referenced websites for the posting of an anticipated award. These notices are anticipated awards only and are subject to protest.

D. Issuance of Contract
Any resultant contract of this IFB **shall** be subject to State approval processes which may include Legislative review. An OP Official will be responsible for award and administration of any resulting contract.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Ark. Code Ann. § 19-60-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. EO Policies should be included as a hardcopy in the *Bid Response Packet*.

B. Submission of an *EO Policy* to OP is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.19 COMBINED CERTIFICATIONS

Pursuant to Arkansas law, a Contractor **must** certify compliance with the requirements listed below that are relevant to the contractor's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Contractor agrees and certifies it **shall** comply with all Arkansas laws applicable to performance under the resulting contract.

A. Boycott Israel (see Ark. Code Ann. § 25-1-503).
B. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-60-105).
C. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102).
D. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203).

1.20 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Ark. Code Ann. § 19-61-506 and 19 CAR § 1-527(b), a Contractor's past performance with the State may be used to determine if Contractor is "responsible." Proposals submitted by Prospective Contractors determined to be non-responsible **shall** be disqualified.

1.21 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State is required to comply with the provisions of Ark. Code Ann. § 25-26-201 et seq., which expresses the State's policy to provide

individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. Prospective Contractor 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State's technology policy standards relating to accessibility by persons with visual impairments.

B. Accordingly, Prospective Contractor expressly represents and warrants to the State 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, 2019 (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 in the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Ark. Code Ann. § 25-26-201 et seq., equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. 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.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. 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.

C. 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.

D. 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 in 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 Ark. Code Ann. § 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.

E. 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.

F. The proposed solution **must** comply with the State's shared Technical Architecture which is a set of policies and standards that can be viewed here. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.22 PROCUREMENT CARD ACCEPTANCE (IF APPLICABLE)

Awarded Contractor should have the ability to accept the State's authorized Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment. P-card is not the exclusive method of payment.

1.23 PUBLICITY

Contractors **shall not** issue a news release pertaining to this IFB or any portion of the project without OP's prior written approval. Failure to comply with this Requirement **shall** be cause for bid disqualification.

1.24 RESERVATION

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

1.25 DATA LOCATION (NON-NEGOTIABLE)

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted, accessed, or stored outside the continental United States in connection with any services provided under this contract entered into under this IFB, either directly by Contractor or its subcontractors.

1.26 SCHEDULE OF EVENTS

Public Notice of IFB	February 6, 2026
Date and Time for Bid Submission	February 18, 2026, 2:00 p.m., CT
Date and Time for Bid Opening	February 19, 2026, 2:00 p.m., CT
Intent to Award Announced, On or About	March 13, 2026
Contract Start (Subject to State Approval)	June 1, 2026

1.27 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays, however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. Contractor **shall** maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Adult, Aging, and Behavioral Health Services (DAABHS) to obtain pricing and a contract for an incident management and root cause analysis software application for the Arkansas State Hospital (ASH).

2.2 BACKGROUND

ASH is a 222-bed, secure, acute psychiatric inpatient facility located in Little Rock, Arkansas. The hospital is a component of the DHS-DAABHS.

ASH is currently transitioning from one (1) electronic health record (EHR) system to another. The go-live date of the new EHR system is expected in 2026. The legacy EHR is currently integrated with an incident management application and is used to report and store all patient/employee safety events and provides a platform for the Quality and Safety teams to conduct root cause analysis (RCA) of each event for event and peer review. Prospective Contractor's software application solution will be used to report all events involving patients and staff, allow the Quality team to document findings for each event, abstract analytics related to event details, allow Administration to upload staff trainings and comments related to event mitigation, allow for risk register entry, and provide a platform for staff debriefing of events and peer to peer support for staff following events.

The software application solution must be able to interface with DAABHS's new EHR vendor (Oracle/Cerner). The software application **must** be able to generate analytical graphs and reports, allow for form/report design by ASH, provide peer-to-peer support and staff debriefing functionality, and allow for migration of event data and storage of reports/event data from the legacy incident management application (Converge Health).

2.3 MINIMUM QUALIFICATIONS

Prospective Contractors **must** meet the following requirements:

A. Prospective Contractors **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. For verification purposes, Prospective Contractors **must** provide a Certificate of Good Standing, Certificate of Authority, or other required Arkansas Secretary of State documentation such as non-filing or nonqualifying statements, upon DHS request.

B. Prospective Contractors **must** include a copy of all required licensure and certification documents with the *Bid Response Packet* (see Section 1.8 Response Documents).

C. Prospective Contractors and subcontractor(s) **shall** have at least three (3) years of experience with data migration from other incident management applications into your software application and experience with direct integration with EHR vendors. For verification purposes, Prospective Contractors **shall** complete and sign Attachment B - Client History Form.

D. Prospective Contractors **shall** be certified by ISO 9001 (International Organization for Standardization). Prospective Contractor's solution **must** also meet all Joint Commission standards and regulations and comply with HIPAA. For verification purposes, Prospective Contractors **shall** provide a copy of the certification with bid submission.

2.4 ACRONYMS

A. Advanced Encryption Standard (AES)
B. Electronic Health Record (EHR)
C. Extract Transform and Load (ETL)
D. Federal Information Processing Standards (FIPS)
E. File Transfer Protocol (FTP)
F. Hypertext Transfer Protocol (HTTP)
G. Hypertext Transfer Protocol Secure (HTTPS)
H. Information Technology Infrastructure Library (ITIL)
I. International Organization for Standardization (ISO)
J. Internal Revenue Service (IRS)
K. Internet Inter-ORB Protocol (IIOP)
L. Internet Protocol Security (IPsec)
M. Medicaid Information Technology Architecture (MITA)
N. National Institute of Standards and Technology (NIST)

O. OpenID Connect (OIDC)
P. Personal Health Information (PHI)
Q. Personally Identifiable Information (PII)
R. Remote Method Invocation (RMI)
S. Secure/Multipurpose Internet Mail Extensions (S/MIME)
T. Secure Sockets Layer (SSL)
U. Security Assertion Markup Language (SAML)
V. Simple Mail Transfer Protocol (SMTP)
W. Transmission Control Protocol/Internet Protocol (TCP/IP)
X. Transport Layer Security (TLS)
Y. Extensible Markup Language (XML)

2.5 SCOPE OF WORK

A. Data Extraction and Transfer

1. Contractor **shall** be responsible for the extraction and transfer of all event data, reports, and uploads received from the current incident management software application (Converge) into Contractor's software application by the go-live date for ASH's new EHR system (Oracle).

2. Contractor **shall** be responsible for conducting comprehensive testing and validation of all data extraction and transfer processes to ensure accuracy, compatibility, and integration with the existing workflow and systems.

3. Contractor **shall** document the extraction and transfer process, including data mapping, validation procedures, and troubleshooting steps.

B. General Software Application Requirements

Contractor's incident management software application **shall** support ASH's risk management efforts by providing a repository for event data that is available twenty-four (24) hours a day, seven (7) days a week, that can generate analytical reports for peer review and staff training. The software application **shall** support Single Sign-On (SSO) and role-based User access with the ability to use SAML or OIDC protocols.

1. Contractor's software application **shall**:

   a. Adhere closely to the ITIL V4.0 Change and Release Management processes.

   b. Identify and submit any changes in compliance with the DHS tenant Release Management process.

   c. Allow for the software application to continue to operate despite failure or unavailability of one or more individual technology solution components, for example, using redundancy where possible.

   d. Be capable of working with security policy manager for web services that allows for centrally defined security policies that govern web services operations (such as access policy, logging policy, and load balancing).

   f. Allow for different User roles including Operators, Administrators, Managers, etc.

   g. Have the ability to auto-save and prompt to save when leaving pages in all modules.

2. Risk Management

   Contractor's software application **shall** have the following risk management capabilities:

   a. Assign unique identification to each event for tracking purposes.

   b. Update and amend patient demographic information based on ADT transmission from EHR system.

   c. Search event records using multiple data points (i.e. Medical Record Number (MRN), date range, patient name, Event #, Type of Event, Location of Event, etc.).

   d. Design/create custom forms for each type of incident/event (e.g., Seclusion and Restraint, Medication Variance, Alleged Maltreatment, Patient Safety Events (including but not limited to Suicide, Elopement, Falls, and other Patient Injuries)).

   e. Design/create templates/forms for Employee Events (including but not limited to Security Breaches (HIPAA), Employee Injury, Workplace Violence, and other non-patient events).

   f. Create new templates or forms as needed.

g. Allow for report editing.

3. Event Review
Contractor's software application **shall** have the following capabilities to support event review activities:

a. Allow for document uploads of employee training or statements related to each event record.

b. Automatically send alerts to managers, supervisors, administrative personnel, and quality team members when event entry occurs.

c. Provide an event follow up status indicator (i.e.; Manager Review, Risk Manager Review, Open, Pending, Closed, etc.).

d. Include a notes or comments section in the event record for both the ASH Quality and Administration teams.

4. Peer Review
Contractor's software application **shall** have the following capabilities to support peer review activities:

a. Connect with trained peers for support after an event.

b. Provide peer review of all patient-related incidents.

c. Track and manage staff debriefings and resolutions by date, location, persons involved, reporter name, and unique event ID.

5. Analytics
Contractor's software application **shall** have the following analytical capabilities:

a. Auto-generate reports for Quality and Risk Management teams.

b. Create graphs, tables, and charts utilizing multiple data points including but not limited to, location of event, type of event, date range, persons involved, etc.

c. Deep dive into specific data points to pinpoint causation and provide an RCA of all event types using graphs, tables, reports, etc.

6. Storage
Contractor's software application **shall** provide the following storage capabilities:

a. Hosted archive and storage of converted data. Archived data **must** include detailed event records.

b. Process data files that are unable to convert into the appropriate format as read only.

7. System Processes
Contractor **shall**:

a. Develop, document, and manage the processes and procedures of the software application for Interfaces and Batch Operations Architecture;

b. Define job scheduling requirements, application software interdependencies, and rerun requirements for all production jobs;

c. Utilize and manage scheduling tools for automating job execution (e.g., job workflow process interdependencies, rerun requirements, file exchange functions, and print management);

d. Maintain a master job schedule (runbook) including real-time updates to the schedule when changes are necessary and execute all batch jobs for the DHS tenant (e.g. any jobs provided by any vendor working on/with the DHS tenant); and

e. Perform job monitoring, manage resolution of any failed jobs, and provide timely notification when issues arise.

C. Backup, Restoration, and Disaster Recovery
Contractor's software application **shall:**

1. Maintain a detailed Disaster Recovery plan to meet Disaster Recovery requirements. The plan **must** include plans for data, back-ups, storage management, annually scheduled disaster recovery plan testing, and

contingency operations that provides for recovery of the DHS tenant within established recovery requirement timeframes after a disaster that has affected DHS tenant users.

2. Encrypt all data at rest including backups using DHS and regulatory bodies' (CMS, FNS, etc.) standards regardless of storage media.
3. Provide data backup and restoration services in accordance with industry best practices as agreed upon by DHS.
4. Regularly test recovery procedures and practices to demonstrate recoverability and verify that actual practices are in concert with procedures and report results, as well as meet business requirements.
5. Identify and make available appropriate resources to support DHS' disaster recovery planning, testing, and execution.
6. Detect security-relevant events (as defined in NIST 800-53 moderate baseline, rev 5) mediated and generate audit records for them. The events **must** include, but are not limited to:
   a. Start/stop
   b. User login/logout
   c. Session timeout
   d. Account lockout
   e. Client record created/viewed/updated/deleted
   f. Scheduling
   g. Query
   h. Order
   i. Node-authentication failure
   j. Signature created/validated
   k. PII import and export
   k. Security administration events
   l. Backup and restore
   m. Audit Event Types listed in IRS 1075 (if Federal Tax Information (FTI) is involved)
7. Perform archival/incremental backups and open/closed database backups.

D. Data Governance

Contractor **shall** maintain a record (e.g. audit trail) of all additions, changes, and deletions made to data in the software application. Contractor **shall** maintain a log of query or view access to certain types of records and/or screens as well as any access-related incidents for investigative purposes. Records should be readily searchable by user ID or client ID. Records **must** include, without limitation the:

1. User ID of the person who made the change
2. Date and time of the change
3. Physical, software/hardware, and network location (IP address) of the person while making the change
4. Information that was changed
5. Outcome of the event
6. Data before and after it was changed, and which screens were accessed and used
7. Root cause and fixes applied for any incidents logged

E. Technology Platform Requirements

1. Contractor's software application, with one or more data collections and/or using ETL components, **must** provide process flow and user interface capabilities to enable business users to perform data-quality-related tasks and fulfill stewardship functions, including:
   a. Packaged processes, including steps used to perform common quality assurance tasks (providing values for incomplete data, resolving conflicts of duplicate records, specifying custom rules for merging records, profiling, auditing, etc.);
   b. User interface in which quality processes and issues are exposed to business users, stewards, and others;

c. Functionality to manage the data quality issue resolution process through the stewardship workflow (status tracking, escalation, and monitoring of the issue resolution process);

d. Ability to customize the user interface and workflow of the resolution process;

e. Ability to execute data quality resolution steps in the context of a process orchestrated by Business Process Management (BPM) tools (packaged integration or other ability to work with popular BPM suites, for example).

2. Contractor **shall** provide documentation including, but not limited to the following:

a. ETL playbook
b. Data lineage tracking document
c. Data dictionary
d. Process flow documentation

F. Audit, Compliance, and Infrastructure Security

1. Contractor **shall** ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (Ark. Code Ann. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, Contractor **must** complete and sign a Business Associate Agreement (BAA) and a Data Sharing Agreement (DSA). The State of Arkansas Security and Privacy policies (Policies: 1001, 1003, 4002, 4008, 4009, 5000, 5010, and 5011) can be found at: https://humanservices.arkansas.gov/dhs-policies/

2. Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.

3. Contractor **shall** use PHI and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation.

4. Contractor **shall** safeguard the use and disclosure of, and restrict access to, PHI and/or other confidential information.

5. Contractor's software application **shall**:

a. Be located within the continental U.S., including cloud technology. All servers, data, and support staff **shall** be located in the continental U.S.

b. Proactively monitor all infrastructure including but not limited to network, storage, virtual environments, servers, databases, firewalls, etc. following industry best practices.

c. Implement physical and logical security as defined in the security plan and consistent with DHS' security policies and industry standards.

d. Review all available infrastructure security patches relevant to the environment and classify the need and speed in which the security patches should be installed as defined by DHS security policies.

e. Provide documented procedures for security monitoring and lag management functions, and use write-once technology or other secure approaches for storing audit trails and security logs.

f. Prevent modifications to the audit records.

g. Have the ability to capture electronic signatures on all documents, forms, letters, and correspondences.

h. Not transmit or store any PHI/PII using publicly available storage over the Internet or any wireless communication device, unless:

1. The PHI/PII is "de-identified" in accordance with 45 C.F.R § 164.514(b)(2); or

2. The PHI/PII is encrypted in accordance with applicable law, including the American Recovery and Reinvestment Act of 2009 and as required by policies, procedures, and standards established by DHS.

i. Contractor **shall** secure and protect (encrypt) the data and the associated infrastructure for confidentiality, integrity, and availability.

1. The DHS IT Security Office and OST will identify and classify the owners and locations of DHS' confidential, sensitive, or other critical data which requires encryption through its annual risk

assessment process using tools and/or documented methodology approved by the DHS CIO and CISO.

2. Proven, standard algorithms listed in the NIST cryptographic module validation list and validated to the current FIPS standard **shall** be used as the basis for encryption technologies.
3. The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by the DHS CIO or CISO.
4. DHS data to be encrypted includes, but is not limited to, the following:
    - Data classified as “Sensitive Data” or “Confidential Information” (as detailed in “Data Classification Procedures” (APM 123));
    - All portable media/mobile computing devices;
    - Data at rest;
    - Data in motion; and,
    - Offsite data storage.

j. Non-approved protocols such as FTP and Telnet will not be permitted without prior approval by the CIO or CISO. A list of non-approved protocols will be maintained in the DHS encryption standard, as kept by OST. Encryptions will be audited per the “IT Security Audit Compliance Procedure” (APM 120).

k. Have the ability to use standards-based communication protocols, such as TCP/IP, HTTP, HTTPS, and SMTP. Contractor’s software application **shall** take advantage of "protocol bridging" or the ability to convert between the protocol native to the messaging platform and other protocols, such as RMI, IIOP, and .NET remoting, as needed.

l. Provide a mechanism to comply with security requirements and safeguard requirements of the following Federal agencies/entities, which may include but are not limited to the following:

1. Health and Human Services (HHS) Centers for Medicare and Medicaid Services (CMS)
2. Guidance from CMS including MITA Framework 3.0 and Harmonized Security and Privacy Framework
3. Administration for Children and Families (ACF)
4. Department of Agriculture Food and Nutrition Services (FNS)
5. NIST 800-53 r5
6. IRS pub 1075, which points back to NIST 800-53 rev 5
7. Federal Information Security Management Act (FISMA) of 2002
8. Health Insurance Portability and Accountability Act (HIPAA) of 1996
9. Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009
10. Privacy Act of 1974
11. e-Government Act of 2002
12. Patient Protection and Affordable Care Act of 2010, Section 1561 Recommendations
13. Section 471(a)(8) of the Social Security Act
14. Section 106(b)(2)(B)(viii) of the Child Abuse Prevention and Treatment Act
15. FedRAMP moderate at minimum

m. Adhere to the principle of “Fail Safe” to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.

n. Maintain a level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure, or modification of information.

o. Follow the DHS Enterprise Architecture Standards regarding identity, authorization, and access management. The current standards state that applications/solutions should integrate with Microsoft's Active Directory for internal/DHS users and will integrate with the IBM Cloud Identity platform for external users as deemed necessary. Modern authentication protocols such as SAML or OIDC should be used and multi-factor authentication will be employed whenever deemed necessary by DHS or applicable regulatory bodies (CMS, FNS, IRS, etc.).

p. Support protection of confidentiality of all PHI and PII delivered over the Internet or other known open networks via supported encryption technologies needed to meet NIST (and CMS as applicable) requirements for encryption of PHI/PII data. Examples include: AES and an open protocol such as TLS,

SSL, IPsec, XML encryptions, S/MIME, or their successors. All vendors, applications, and solutions will be subject to external audit checks. When storing PHI/PII, support the use of encryption technologies needed to meet NIST (and CMS as applicable) requirements for the encryption of PHI/PII data at rest.

q. Contractor's software application **shall** include the same security provisions for the development, System test, Acceptance test and training environment as those used in the production environment except when provisions are implemented to intrinsically protect confidential information (e.g. redacted PHI, PII, dummy data).

r. Be able to associate permissions with a user using one or more of the following access controls:

1. Role-Based Access Controls (RBAC; users are grouped by role and access rights assigned to these groups);

2. Context-based (role-based with additional access rights assigned or restricted based on the context of the transaction such as time-of-day, workstation-location, emergency-mode, etc.);

3. Least privilege access standard is preferred when possible.

s. All communications with technology vendors, applications, or solutions will be secured with at least 256-bit encryption (AES-256). Additionally, secure authentication protocols and compliance with relevant industry standards (such as GDPR or SOC 2) will be enforced to further protect sensitive data.

t. Data provided over a web browser interface (HTTP, FTP, etc.) will include the capability to encrypt the data communicated over the network via SSL (e.g. HTML over HTTPS).

G. System Monitoring

1. Contractor's software application **shall** manage and maintain monitoring procedures and standards for system infrastructure and propose solutions in the case of an alert for the following, without limitation:

a. Monitoring buffers, database buffers, table space fragmentation, and database space for unusual growth;

b. Monitoring system logs, update error, database corruption, jobs execution failures, etc.;

c. Monitoring alert interfaces (e.g., SMTP, send mail);

d. Monitoring transaction and trace logs, network event Jogs and traces, garbage collector, memory and CPU utilization, indexes, etc.;

e. Monitoring middleware (e.g., workflows, in- and out-bound queues) and report to DHS according to agreed procedure;

f. Monitoring and reporting of end-to-end transaction response time to allow measurements against SLAs;

g. Monitoring interfaces;

h. Monitoring batch jobs and job scheduling; and

i. Prompt communication of alerts to DHS program administrators.

2. Contractor's software application **shall** monitor infrastructure for availability as well as transaction and response time performance. Systems **shall** meet minimum availability standards as established in SLAs and provide regular monitoring reports of infrastructure performance, utilization, and efficiency (e.g., proactive system monitoring).

2.6 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance-Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Contractor **must** meet to avoid assessment of damages.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. All changes made to the Performance Standards **shall** become an official part of the contract and **shall** continue throughout the contract term. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or contract termination.

C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term,

should the State determine it is in its best interest. Any changes or additions to Performance Standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards.

D. In the event a Performance Standard is not met, Contractor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond Contractor's control that hindered the performance of services or it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.

E. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the agency's direction regarding the required compensation process.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to: Yolanda.Clower@dhs.arkansas.gov

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.

C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

D. Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Other sections of this IFB may contain additional invoicing requirements.

E. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at https://www.ark.org/vendor/index.html.

3.2 GENERAL INFORMATION (NON-NEGOTIABLE)

A. The laws of the State of Arkansas **shall** govern this contract. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas. A contract **shall not** be effective prior to award being made by a State Procurement Official.

B. Any claims 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 Contactor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor **shall** continue to provide the Services under this Agreement even in the event that Contractor has a claim pending before the Commission. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party. The State **shall not** enter a contract which grants to another party any remedies other than the following:

- The right to possession.
- The right to accrued payments.
- The right to expenses of de-installation.
- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

D. 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 thirty (30) day written notice to the Contractor/Lessor in the event funds are not appropriated. The State **shall not** continue a contract once any equipment has been repossessed.

E. 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.

3.3 CONDITIONS OF CONTRACT

A. Contractor **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.

B. Contractor agrees to Attachment C – *Performance Based Contracting*, Attachment D – *DHS Standard Terms and Conditions*, Attachment E – *Commodity Contract*, Attachment F – *Business Associate Agreement*, Attachment G – *Organizational or Personal Conflict of Interest* policy, and *Attachment H – Data Sharing Agreement*. Do not complete and return any of the above-named attachments. They are for your information only.

C. 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 State's interest.

D. 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.

E. This IFB incorporates all terms in Attachment D – *General Terms and Conditions for Non-State Agency* and Attachment E – *Commodity Contract.* The former **shall** be given priority in case of conflict between the terms.

- A Prospective Contractor's proposal may be rejected if Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
- Terms may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

3.4 PERFORMANCE BONDING

A. Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:

1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for its protection. Such performance bond **must** be provided to DHS prior to signing the contract.
2. The State **shall** require additional performance bond protection when a contract price is increased or modified. Contractor **shall** submit documentation to the State's satisfaction that a performance bond has been obtained. The performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of contract execution and within one (1) calendar day of DHS request thereafter.
3. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the contract term. Documentation **must** be provided to the State with each required notice.
4. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

B. Contractor hereby represents and warrants to the State that there are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over Contractor or its properties, including but not limited to, the United States Bankruptcy Court as of the date on the *Response Signature Page*. Additionally, Contractor **shall** provide immediate written notice to the State of any proceeding or investigation (i) seeking to prevent the consummation of any of the transactions contemplated by any resulting Contract; or (ii) seeking any determination or ruling that might materially and adversely affect Contractor's performance of its obligations hereunder, or the validity or enforceability of any resulting Contract. The State reserves the right to disqualify Prospective Contractor(s) subject to proceedings or investigations that may materially and adversely affect its ability to perform its obligations under the contract if deemed to be in the State's best interest.

3.5 RECORD RETENTION

A. Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from the expiration date and final payment on the contract or extension thereof.

C. Other sections of this IFB may contain additional Requirements regarding record retention.

3.6 PRICE ESCALATION

A. Any request for price increase **must** be submitted in writing to DHS and OP six (6) months prior to contract renewal. The request **must** include supporting documentation demonstrating that the increase in contract price is based on unforeseen circumstances resulting in an increased cost to Contractor and that the proposed pricing is still competitive in the marketplace. DHS **shall** have the right to require additional information pertaining to the requested increase.

B. Increases will not be considered to increase profit or margins.

C. DHS shall have the right to approve or deny the request.

D. Medicaid Enrolled Provider Rates. For any contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS cannot unilaterally increase approved Medicaid rates through a contract amendment. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.

3.7 CONFIDENTIALITY

A. Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this IFB concerning the confidentiality and secure handling of information to which they may become aware during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Other sections of this IFB may contain additional confidentiality Requirements.

3.8 CONTRACT INTERPRETATION

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

3.9 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 Contractor will 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 **must** be fully performed.

3.10 COMMODITIES (NOTE: NOT APPLICABLE TO SOLICITATIONS STRICTLY FOR SERVICES)

A. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.

B. **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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in the *Bid Solicitation*. Contractors not bidding an alternative 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.

C. **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*. Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship, and material, that if sold by drawing, sample, or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. Contractor further guarantees that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

D. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with Contractor's name and address, bid or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.

E. **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 Contractor.

F. **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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **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 Contractor.

G. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without OP's written approval. 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.

H. **STORAGE**: The ordering agency is responsible for storage if Contractor delivers within the time required and the agency cannot accept delivery.

I. **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 OP 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. Contractor **must** give written notice to OP and the ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.

J. **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.

K. **AWARD**: Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.