



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
1/9

Vendor No. 1000000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009  
Req.Tracking No. SP-09-0203  
Contact Jan Roberts  
Telephone 501-371-8057  
Fax 501-324-9311  
Quote due on 02/10/2009

Send Quotation To:

ARKANSAS OFFICE OF STATE PROCUREMENT  
1509 WEST 7TH STREET, ROOM 300  
LITTLE ROCK, AR 72201-4222

Ship To:

ARKANSAS ECONOMIC DEVELOPMENT COMM  
1 CAPITOL MALL 4C300  
LITTLE ROCK AR 72201  
Estimated Delivery Date: 03/01/2009

BID NUMBER: SP-09-0203  
COMMODITY: TELEMARKETING SERVICE  
CONTRACT TYPE: NV (TERM)  
CONTRACT PERIOD: MARCH 1, 2009 - DECEMBER 30, 2009  
BID OPENING DATE: FEBRUARY 10, 2009  
BID OPENING TIME: 10:00 A.M.

MAILING ADDRESSES:

AR OFFICE OF STATE PROCUREMENT  
1509 WEST 7TH STREET, ROOM 300  
LITTLE ROCK, AR 72201-4222

BID OPENING LOCATION:

OFFICE OF STATE PROCUREMENT  
509 WEST 7TH STREET, ROOM 300  
LITTLE ROCK, AR 72201-4222

BID MAY NOT BE FAXED

THIS IS A FORMAL SEALED BID.

BIDS WILL BE ACCEPTED BY THE OFFICE OF STATE PROCUREMENT UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE REFERENCE TRACKING NUMBER, DATE, HOUR OF BID OPENING AND THE BIDDER'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

BIDDER (COMPANY NAME): \_\_\_\_\_

CONTACT (NAME/TITLE): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Vendor Quote Information submitted by:

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

THE BID MUST BE SIGNED IN INK. UNSIGNED BIDS WILL NOT BE CONSIDERED.  
Arkansas Economic Development Commission



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
2/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS:  
\_\_\_\_\_

FED. I.D. OR SSN#:  
\_\_\_\_\_

ADDENDUMS: BIDDERS ARE CAUTIONED TO ENSURE THAT THEY HAVE RECEIVED OR OBTAINED AND RESPONDED TO ANY AND ALL AMENDMENTS TO THE BID PRIOR TO SUBMISSION.

**ALTERATION OF ORIGINAL DOCUMENTS:**

The original written or electronic language of the RFQ shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to any of the original language; it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offerors/Contractors submittal is discovered to obtain alterations/changes to the original written or electronic documents, the Offerors response may be declared as "non-responsible" and the response shall not be considered.

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

**MINORITY BUSINESS POLICY:**

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



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
3/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

**EQUAL EMPLOYMENT OPPORTUNITY POLICY:**

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the bidder's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.state.ar.us](mailto:eeopolicy.osp@dfa.state.ar.us). or as a hard copy accompanying the bid response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one time requirement but vendors are responsible for providing updates or changes to their respective policies and of supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

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

Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at:  
[http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html)

**ANTICIPATION OF AWARD:**

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

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

DO NOT ENTER PRICES ON PAGE 4/9. USE OFFICIAL PRICE SHEET. PRICES ENTERED ON PAGE 4/9 WILL NOT BE CONSIDERED.

| Item | Material/Description | RFQ | Qty | UM | Unit Price | Amount |
|------|----------------------|-----|-----|----|------------|--------|
|------|----------------------|-----|-----|----|------------|--------|

STATE OF ARKANSAS  
INVITATION FOR BID  
SP-09-0203

\*\*\*\*\*

**Background**

The Arkansas Public Service Commission (the "Commission") ordered seven investor owned utilities to join with the Arkansas Economic Development Commission-Energy Office ("AEO") to design, construct, and fund a **statewide education** program that has a consistent message to promote the efficient use of electricity and natural gas."

Pursuant to this action, a new collaborative was formed by all the regulated investor owned gas and electric utilities and the electric cooperatives. The collaborative has been established and designated ENERGY EFFICIENCY ARKANSAS (EEA) as the name to be used to identify and communicate fuel neutral, cost effective energy efficiency information and programs.

The AEDC - AEO will have the responsibility of administering the new EEA statewide education programs, in particular, a multi-media effort. Following the Commissions ruling, the EEA statewide education programs will continue through **June 30,2010**.

The purpose of the EEA is to deliver through multi-media outlets, relevant, consistent, and fuel neutral information that causes people, to consume less energy through energy efficiency and conservation measures.

The strategic goal is to make residential consumers, in all socio-economic strata, aware of energy saving opportunities, motivate individuals to accept responsibility and act, and change individual or collective behavior. Information that helps to raise awareness and educate the end-consumer is an integral part of this initiative.

**Purpose**

The Arkansas Energy Office is seeking bids for its in-bound call center and inquiry fulfillment function. This document sets forth the requirements for the 1-888-524-4567 inbound call center / inquiry fulfillment contract meeting the following objectives:

It is estimated that this program will produce 35,000 - 55,000 calls annually. Quantities listed are estimated and do not represent a firm commitment.

Television and radio spots will be 30 seconds in length and will be aired on local stations statewide. There are two (2) primary timeframes of television and radio spots soliciting toll free calls from viewers, one in fall/winter and one in early spring/early summer. Printed advertisements appear in several dozen regional and state circulation magazines, in newspapers, and free standing insets in newspapers.

Samples of media advertisement, both TV and printed, will be provided to the selected Contractor in advance of any campaign break. Schedules for all media to be used will also be provided to the selected Contractor.

The AEO plans to distribute one copy of an 88 page booklet, **HOME ENERGY PROJECTS - An Energy Conservation Guide For the Do-it-Yourselfers** and five (5) individual **Fact Sheets** for low cost - no cost measures to each caller requesting information. The fact sheets are about Heating, Cooling, Locating and Sealing Air Leaks, Lighting and Appliances, and Water Heating.

In addition to the multi-media effort for residential consumers, the EEA will provide bulk supplies of the above referenced materials. The request for larger or bulk mailing of materials will be directed to the AEO and referred back to the contractor. Examples of bulk mailings would be to all public libraries, Arkansas Cooperative Extension offices, multi-county Community

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

Action Programs, HUD Public Housing Authorities, and special events, i.e., EARTH DAY, October Energy Awareness Month, and Home Shows. The AEO will provide specific mailing contact and address information and the type and quantity of materials to be distributed to the contractor.

**BID ALL OR NONE**

**Issuing Agency**

The Office of State Procurement (OSP) issues this IFB for the Agency. Vendor questions regarding IFB related matters should be made through the State's buyer, Jan Roberts at [jan.roberts@dfa.state.ar.us](mailto:jan.roberts@dfa.state.ar.us).

**Contract Period:** Date of award - June 30, 2009, with up to six (6) one (1) year renewal periods or a portion thereof, by mutual agreement by the contractor and the State.

**Services Required, including minimum qualifications**

Services that will be required from the Contractor include the following:

- Contractor must be capable of handling one toll-free number on multiple lines.
- Process 35,000 - 55,000 in-bound calls annually.
- Create a record of every valid call.
- Receive incoming telephone calls via a dedicated number with operators providing a client identifying response, and overflow capabilities.
- Capture and accumulate caller-provided information according to client-approved scripts, and including date, time and operator identification.
- Phones to be answered by live operators in clear and understandable English and in the contiguous United States.
- Fulfillment of energy efficient publications by a contractor in the contiguous United States.
- Provide alternative contact numbers for special assistance calls to the identified EEA partner utility or Arkansas Energy Office. Contact information will be provided to the contractor.
- Ensure proper monitoring and supervision of phone activity and operator performance to protect caller perceptions of quality and courtesy and to avoid prolonged ringing and /or on hold and the associated disconnects.
- Invoice promptly and in sufficient detail to facilitate the AEO's auditing of all charges against monthly reports.
- Provide detailed monthly summaries of call counts, caller data, average hold time, number of drops, number of blocked calls, average number of rings to answer, client referral, and fulfillment data, etc.
- Be able to receive calls by March 1, 2009.
- Provide storage for 100,000 publications (8 ½ x 11, 88 pages) and 350,000 (8 ½ x 11) "Fact Sheets" 70,000 copies each of 5 individual Fact Sheets) and 70,000 (9 x 13) envelopes within the State of

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

Arkansas. Storage capacity must be available for the entire term of the contract.

- Contractor must provide services for hearing impaired.
- Monthly and YTD detailed statistics on usage and distribution and other reports as needed.

**Scope of Work**

**Inbound Call Center**

The Contractor will be responsible for the following services related to 1-888-524-4567:

1. 1-888-524-4567, the assigned toll-free telephone number, currently the property of Arkansas Energy Office, will be transferred to the selected Contractor for continued use in this program. No new numbers are required. On completion of this contract, the toll-free telephone number will remain the property of the Arkansas Energy Office.
2. A personalized script will be developed by Arkansas Economic Development Commission - AEO and the Contractor to be used by trained representatives of the Contractor. The State will notify the selected Contractor, in writing, at least ten (10) days before initial usage of any changes in the script.
3. Phones to be answered by live operators in clear and understandable English and in the contiguous United States.
4. Information to be captured in each call includes:
  - Name (first, last)
  - Address (including apartment number, floor or Suite # if applicable)
  - City
  - County
  - State
  - Zip
  - Date of call
  - Time of call
  - Area Code and Telephone number
  - Utility companies that serve the customer
  - What media type did the customer see or hear the ad for the 1-888 number

(The AEO will provide the required information that must be captured to the Contractor)

5. Contractor shall provide adequate staff to process inbound calls twenty-four (24) hours a day, seven days per week, per year including all holidays by live operators.
6. Test calls will be conducted to insure efficiency and accuracy as required.
7. The selected Contractor will conduct training seminars with their agents to familiarize them with the program. All call-center operators must complete initial training by contractor in cooperation with the Arkansas Energy Office within three (3) weeks of the executed contract date. Additional training will be conducted by the contractor as needed. Contractor shall cover cost for additional training.

**STATE OF ARKANSAS  
INVITATION FOR BID  
SP-09-0203**

\*\*\*\*\*

8. For calls received when operators are busy, callers must be given the options of holding or calling back.
9. Provide data entry services on information gathered from inbound calls received.
10. All information obtained from and communicated to inbound callers derived from a script approved by the State, and will be treated as proprietary and State property.
11. Beyond official State authorized fulfillment purposes, no additional uses of the gathered information will be authorized.
12. Vendor must be capable to re-direct calls to a back-up location or to an alternate vendor location in the event of a disruption of telephone service at the main answering location.

**Fulfillment**

Callers will be requesting additional details on information from the campaign advertising which elaborates on how consumers can consume less energy. The Contractor will be responsible for the following services related to fulfillment of requests from the inbound calls:

1. Fulfillment services must be provided in a facility located in the contiguous United States.
2. The Contractor will be responsible for processing all inbound requests for educational literature and the fulfillment of all requests.
3. Bulk distribution to various events/entities must be approved by the AEO before it is distributed by the contractor.
4. Individual fulfillment, approximately 35,000 - 55,000 energy efficient packets are estimated to be fulfilled annually.
5. Requests must be processed within 48 hours of receipt of request.
6. Provide address verification and duplication check on information requests. The Contractor shall use a National Change of Address (NCOA) database to maintain current information about the consumers in the inquiry database.
7. Distribution of required packets and bulk orders at the most cost effective and reasonable postage rate, i.e., media mail, bulk, etc.
8. Maintain and manage the postal address database of previous energy efficient packet requests.
9. Generate monthly reports on the number of fulfillment request mailings.

Standard individual fulfillment packages will include one copy of the **HOME ENERGY PROJECTS - An Energy Conservation Guider for the Do-it-Yourselfers** and one of each of the five **Fact Sheets** below:

- Summer Cooling
- Winter Heating
- Locating and sealing air leaks
- Lighting and appliances
- Water heating

**Reporting**

The Contractor will be responsible for the following services:

STATE OF ARKANSAS  
INVITATION FOR BID

SP-09-0203

\*\*\*\*\*

1. The AEO reserves the right to request on-demand reports from Contractor, within five (5) days after receiving written request from an Energy Efficiency Arkansas Partner. A requested report will be in hard copy and electronic form. This type of report will be requested no more than six (6) times annually. An example of on-demand report will be one requesting number of cumulative calls received over an established timeframe by hour, for a specific utility and number of packets and bulk materials distributed within a specific utility or utilities service territory. AEO will provide the contract with a list of utilities.
2. Generate a monthly activity report on the number of inbound calls, information captured, and any other information required by the State, including reporting blocked calls, wrong numbers, hang-ups, inquiries, and monthly cost, etc. The report must also include the monthly call totals by media type (magazine, newspaper, TV, radio, and Internet) and by utility service territory.
3. Generate a monthly activity report on information captured for individual packets distributed, location, and by utility service territory (based on input from call center) and associated mailing costs, etc.
4. Generate a monthly activity report database information for distribution of bulk/mass mailing of publications, i.e., to organizations, community action programs, Arkansas Extension Offices, public libraries, etc.. The report must also include the quantities distributed, location, and mailing costs, etc.
5. Annual summary report
6. Contractor is required to cosign a nondisclosure agreement indicating all inquiry information is the sole property of the Arkansas Energy Office.
7. Accurate computerized monthly inventory summary report will be required.
8. Monthly and one annual report will be e-mailed to the Arkansas Energy Office.

Various reports (TBD) will need to be produced on a monthly basis, and therefore it will be necessary to develop programs to support the reports. Vendor must be able to accommodate the agency's reporting requests. The Contractor may make suggestions and recommendations in regards to reporting methodology when approved by the AEO. Reports are to be forwarded monthly (dependent upon report) to the Arkansas Energy Office.

**Contractor Program Performance and Monitoring:** It will be required of the selected supplier to provide the following reports on a monthly basis or on an as-needed basis as specified by the Arkansas Energy Office. The reports required follow:

- Blocked Call (Ring Busy) or On Hold Totals Report
- Total Calls Answered Report
- Abandoned Calls Report\*
- Call Length (average direct call processing time)
- Average Speed of Answer (the total waiting time for all calls answered,

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

divided by the total number of calls answered)

- Work Time: Unavailable for next call due to continuing information processing.

\*Abandoned Calls: Calls that are not answered by an operator after entering the call-waiting queue. Abandoned calls include three (3) types of incomplete call dispositions:

- Blocked Calls: The caller hears a busy tone, indicating that the called number was in use. An incomplete call may also be assigned to this disposition if the caller attempted to access a busy line or station. For non-ISDN or non-Network Interconnect locations, this category also includes Caller Abandoned calls of five seconds (one ring) or less. A high percentage of incomplete calls in this disposition often indicate a need for more station lines to handle incoming calls.
- Agent Did Not Answer: The caller disconnected after waiting at least four rings. For non-ISDN (integrated service digital network) on non-Network Interconnect locations, this category also includes Station Busy calls where the caller disconnected after 24 seconds (four rings). A high percentage of incomplete calls in this disposition may indicate a need for more agents available to answer calls, particularly at peak hours.
- Caller Abandoned: The caller did one of the following: For ISDN (integrated service digital network) locations where ANI (automatic number identification) - Forwarding has been requested and for Network Interconnect locations, this category includes calls where the caller disconnected after waiting less than four rings. For non-ISDN or non-Network Interconnect locations, this category includes Caller Abandoned calls and Station Busy calls where the caller disconnected after five seconds (one ring) but less than 24 seconds (four rings).

Abandon Rate: The abandon rate is computed by dividing the total abandoned calls (blocked calls, agent did not answer, and caller abandoned calls) by total calls completed.

**Storage**

The contractor must provide storage for 150,000 publications (8 1/2 x 11, 88 pages) and 375,000 (8 1/2 x 11) "Fact Sheets" (50,000 copies each of 5 individual Fact Sheets) and 70,000 (9 x 13) envelopes within the state of Arkansas. Storage area must be climate controlled, insured, secure from vandalism and available for the entire term of the contract.

Material storage space must be in one location and must be provided for storage of approximately six different publications. An inspection of the facility will be conducted by the AEO prior to the final awarding of the contract. Vendor must have 24 hour access and delivery turnaround of materials and must communicate with AEO when the inventory level is at 50%. Vendor will generate a monthly report on the information below:

- Inventory levels
- Inventory reorder level notices

**Invoicing**

Detailed invoices must be sent monthly to the Arkansas Energy Office at the following address:

Attn: Ed Ellis

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

AEDC - Energy Office  
One State Capitol Mall, 4-B 215  
Little Rock, Arkansas 72201

**Vendor Contacts**

A dedicated account service representative must be assigned to the AEO account for daily communication via phone, email address and fax. The representative will be required to respond within eight (8) hours to requests for information and data from the division and its agents. In the absence of the assigned representative, a back-up person must be identified to maintain accessibility and constant account coverage.

**Contract Renewal Increases**

At the end of the contract period and before renewal for an additional year, the selected Contractor may increase his bid price only by the percentage increase noted in the consumer price index for the most recent 12 month period.

**Cancellation**

The State reserves the right to cancel the contract for unsatisfactory performance at the sole discretion of the agency, with sixty (60) days written notice to the vendor.

**Prime Contractor**

It is the agency's desire that one contractor perform all of the services under the contract, any subcontractor must be approved by the AEO. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.

**Confidentiality of Information**

The Contractor shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

**Inspection of Work Performed**

The AEO or their authorized representatives shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

**Records Retention**

In accordance with Federal regulation, the Contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

**Performance Security**

In order to assure full performance of all obligations imposed on a vendor by contracting with the State of Arkansas, the vendor will be required to provide a \$20,000.00 performance bond, made out to the AR Public Service Commission, to the Arkansas Office of State Procurement, within ten (10) working days after the letter of intent to award the contract is mailed. In extenuating circumstances, an extension may be granted to secure the bond. The form of bond required shall be in the standard form of performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The award shall be made upon acceptance of the performance bond by the Office of State Procurement.

If a bidder fails to deliver the required performance bond, the proposal shall be rejected.

In the event of a breach of contract, either through quality problems, late delivery, substitutions, nonperformance, or other areas within the control of the vendor, the Office of State Procurement shall notify the vendor of the default in writing. If, after notification of default the vendor is unable to remedy the State's damages within ten (10) working days, the State Procurement Official may initiate procedures for collection against the vendor's performance security will be instituted for the amount of damages incurred.

In the event of default, and in order to achieve the greatest economy for the State, the Office of State Procurement may choose the next low bid, re-advertise for bids, negotiate a purchase or complete any other action consistent with the procurement laws.

**Publicity**

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

**STATE OF ARKANSAS  
INVITATION FOR BID**

SP-09-0203

\*\*\*\*\*

**Bid Submission and Award**

**Contractors must supply at the time of bid submission:**

**Contractor Experience**

The vendor must have at least four- (4) years experience in performing inbound call center services, fulfillment services and information gathering services similar to those specified in the program design and throughout this Invitation for Bid. Within the last three (3) years, the contractor shall have managed at least three (3) separate accounts of similar size and scope. All three of these accounts must be an organization, firm, business, etc. located within the United States.

**Contractor's Responsibilities:**

- a) Established experience with regards to years of operation of business.
- b) Vendor must detail company's call center service/system.
- c) Detail your capabilities and experience in bulk distribution of publications to a variety of locations.
- d) Detail your capabilities and experience in inbound call services, information tracking and reporting on requests for information.
- e) Samples of reports that you feel might be beneficial and/or applicable to our program.
- f) Capacity for material storage and inventory control.
- g) Provide three separate accounts that the contractor has managed and is of similar size and scope of work.

**Contract Award**

This Invitation for Bid will be awarded to the lowest responsible, responsive bidder meeting the minimum qualifications as set out herein.

**Agency Contact**

Project Coordinator - Ed Ellis, Arkansas Energy Office.

STATE OF ARKANSAS  
INVITATION FOR BID

SP-09-0203

\*\*\*\*\*

**Cost Proposal:**

Bid price must be based upon 35,000 annual calls, your inbound call center personnel/equipment, and the distribution of EEA packets. It is understood that incomplete calls will not be listed as eligible charges. Calls lasting 18 seconds or less will be considered incomplete. Bid price shall be based on twenty-four (24) hours a day, live operator service in the contiguous United States. Ninety percent of the calls should be received in the months of April, May, and June, October, November, and December.

Per call price shall include the price per incoming call, any line installation fees, all associated set-up costs, report costs, report transmission costs, etc.

Twenty-four (24) hours a day, live operators \$\_\_\_\_\_ per call

Cost for bulk, third class or book rate shall include the following: storage cost, report costs, report transmission costs, data entry, generate labels, pick/pack, affix labels and prepare for mailing.

- one individual packet in a 9x13 envelope weighs @ .5 oz
- per pound cost for bulk mailing materials.

\$\_\_\_\_\_ per packet

\$\_\_\_\_\_ per pound bulk



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
4/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

| Item     | Material/Description                                                                                                 | RFQ Qty | UM   | Unit Price | Amount   |
|----------|----------------------------------------------------------------------------------------------------------------------|---------|------|------------|----------|
| 0010     | 10113185<br>SERVICE,TELEMARKETING<br>Requisition #: 1000452255<br>SERVICE TELEMARKETING                              | 1       | each | \$ _____   | \$ _____ |
| 0020     | 10113056<br>MAILING SERVICE,STORAGE & INVENTORY<br>Requisition #: 1000452255<br>MAILING SERVICE,STORAGE & INVENTORY. | 1       | each | \$ _____   | \$ _____ |
| Total \$ |                                                                                                                      |         |      |            |          |



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
5/9

Vendor No. 1000000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

RFQ/RFP STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a 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: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. PRICES: Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.

5. QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

6. BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves the right to determine whether



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
6/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

7. GUARANTY: All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. SAMPLES: Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.

11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment.



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
7/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
8/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be



STATE OF ARKANSAS  
Competitive Sealed Bid / IFB

Page  
9/9

Vendor No. 100000000  
Contact  
Your reference

**THIS IS NOT AN ORDER**

RFQ Number 6000006443  
Date 01/22/2009

binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.