



Term Contract

Vendor No. 100179906
 Contact Greg Silence
 Your reference SP-10-0243

CHARLES H MACK & ASSOCIATES INC
 DBA: CH MACK INC
 10101 ALLIANCE RD STE 10
 CINCINNATI OH 45242

Contract No. 4600021538
 Date 05/04/2011

Contact Jared T. Chaney
 Telephone 501-371-6156
 Fax 501-324-9311

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

DHS - DAAS
 700 Main Street, Slot S530
 Little Rock, AR 72201

Ship To:

Valid from: 05/04/2011
 Valid to: 05/03/2013

Reference Tracking SP-10-0243
 Commodity: DAAS Universal Assessment System

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your proposal along with all terms and conditions therein and signifies the offerer's knowledge and acceptance of all terms and conditions set forth within the Request for Qualifications.

Type of Contract: Term
 Contract Period: May 4, 2012 through May 3, 2013 with an option to renew five (5) additional times in one (1) year increments or a portion thereof.

OSP Contact Information:
 Jared Chaney, Office of State Procurement
 (P) 501-371-6156 (F) 501-324-9311, jared.chaney@dfa.arkansas.gov

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0060	10116607 SOFTWARE, MISC MedCompass License Fee for 125 users	615,000.00	Lump Sum	1.00	\$ 615,000.00

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

08/17/2011



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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0070, 0080, 0090, and 0100 with their respective descriptions and values.

Estimated Net Value 2,159,860.00

Suzanne Bierman
P: 501-683-5449
Email: suzanne.bierman@arkansas.gov

TERM AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and

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design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor 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 furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. 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.

10. **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.

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

12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15. **STATE PROPERTY:** Any specifications, drawing, 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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly

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authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16. **ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17. **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.

18. **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.

19. **QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

20. **DISCLOSURE:** Failure to make any disclosure required by the 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.

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2012/2013 CH MACH Budget and Project Summary

CH MACK				
5/4/2012-5/3/2013 Budget				
0020 Phase 2: Business Requirements Documents (BROs), Phase 2 project timeline		5/15/2012	218,750.00	Carryforward from 2011/201
0020 Phase 3: Technical Design Document, Test Plan, and 80% of integration/regression test cases		6/15/2012	218,750.00	Carryforward from 2011/201
Delivery of Customer E-Signature Solution to Accommodate Arkansas Requirements		9/1/2012	30,000.00	New for 2012/2013
0020 Deployment of UAT Codel		10/15/2012	218,750.00	Carryforward from 2011/201
Additional Costs Associated With Go-live Pushed Back to January 2013		12/31/2012	78,320.00	New for 2012/2013
DCO License Expansion		6/1/2012	585,000.00	New for 2012/2013
0030 10122597FEE, COMPENSATION, TECHNICAL SERVICE	Training for 10 people on-site in Little Rock		10,000.00	Carryforward from 2011/201
0040 10102272SERVICE, MAINTENANCE, SOFTWARE, 1 YR	Maintenance and Support for Years 2-54 Payments of \$		720,000.00	Carryforward from 2011/201
0050 Travel Reimbursement 0050			19,860.00	Carryforward from 2011/201
Total 5/4/2012-5/3/2013 Budget			2,099,430.00	

Funding Breakout

			Federal	State
CFX (50/50 Mcaid)	PWP2000	19,860.00	9,930.00	9,930.00
UAX (50/50 Mcaid)	PWD8700	1,454,570.00	727,285.00	727,285.00
DAAS Fed Award: TBD by DAAS	TBD	625,000.00	625,000.00	0.00
		2,099,430.00	1,362,215.00	737,215.00

0.00

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