

Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders Secretary Leslie Fisken

QVL OVERVIEW

The Master Outline Agreement established by TSS Office of State Procurement (OSP) is intended to minimize resources and response time for Entities to acquire services for as-needed services to Mitigate damage to State property during or after an unexpected and/or catastrophic event affecting State property. The Master Outline Agreement is representative of the Qualified Vendors List (QVL) established as a result of RFQ SP-21-0042.

"Mitigation" or "Mitigate" means to reduce, lessen, stop, and/or prevent the severity and/or seriousness of damage to State property, and includes but is not limited to include services listed in Table 1. Mitigation does not include permanent repair, replacement, and/or restoration to damaged property. Entities shall not use this QVL for permanent repair or restoration to property, including but not limited to repairing facilities, buildings, roads, parking lots, etc.

AGENCY INSTRUCTIONS

- 1. If your Entity has not had an unexpected and/or catastrophic event occur, do not use this Master Outline Agreement. You must not use this Master Outline Agreement for permanent repair or restoration to property, including but not limited to repairing facilities, buildings, roads, parking lots, and/or removing mold growth.
- 2. Entities must create an outline agreement/contract referencing the applicable vendor's Master Outline Agreement number and SP-21-0042 if the purchases are expected to exceed the \$50,000 threshold required for legislative review.
- 3. Entities are responsible for following all related procurement and public works laws and insurance requirements.
- 4. Entities are responsible for reporting and obtaining the necessary reviews and approvals for all outline agreements/contracts, including but not limited to legislative review and entry into the TGS/PCS Portal.
- 5. If your Entity has had an unexpected and/or catastrophic event occur, and your emergency Mitigation services are expected to exceed the Small Order threshold, you must obtain quotes from at least three (3) Contractors prior to obtaining a contract for emergency Mitigation services unless the emergency is a critical emergency, defined as an emergency in which human life or health is imminently endangered.
- 6. If your Entity has had an unexpected and/or catastrophic event occur, you must obtain approval by the State Procurement Director, the head of a procurement agency, or a designee of either officer in advance of the emergency procurement unless the emergency is a critical emergency, defined as an emergency in which human life or health is imminently endangered. Where time or circumstance does not permit prior approval, you must obtain approval at the earliest practical date.
- 7. All services contracts must be presented for legislative review as required under Ark. Code Ann. § 19-11-265 unless the emergency is a critical emergency, defined as an emergency in which human life or health is imminently endangered.
- 8. If your Entity participates in the Arkansas Multi Agency Insurance Trust (AMAIT) property program, you must notify the Arkansas Insurance Department, Risk Management Division (RMD) of the situation and/or

emergency at the earliest practical time. RMD will provide additional information on working with insurance and adjusters.

Agency Contact: Risk Management Division

Agency Phone: 501-371-2690 Agency Fax: 501-371-2842

Agency Email: <u>insurance.risk.management@arkansas.gov</u>

- If your emergency is a critical emergency, defined as an emergency in which human life or health is imminently endangered, you may contact any vendor on the Qualified Vendors List to request services for your critical emergency.
- 10. Qualified Vendors shall return all phone calls and messages for service requests within one (1) hour of the Entity's initial notification.
- 11. Unless prior written approval is granted by the Entity, Qualified Vendors shall be on location within twelve (12) hours of the Entity's initial notification to determine the scope of work involved. The Entity may approve additional time during disasters.
- 12. Unless prior written approval is granted by the Entity, Qualified Vendors shall provide a written scope of work to the Entity within twenty-four (24) hours of assessing the damaged location. The State Entity may approve additional time during disasters.
- 13. Qualified Vendors shall provide a Payment & Performance Bond to the Entity as determined by the Entity per property damage Mitigation event.
- 14. Qualified Vendors shall determine pricing for each project by using Xactimate or comparable software.
- 15. Xactimate profit and overhead markup must not be more than ten percent (10%).
- 16. Once contracted, Contractors shall adhere to all agreements and standards of service as determined by each Entity for each project; Contractors shall submit invoicing as determined by each Entity.
- 17. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor shall meet in order to avoid assessment of damages.
- 18. Negotiations of Performance Standards will take place between the Entity and the Qualified Vendor at the commencement of each project.

QVL COMMODITIES AND SERVICES

- Flood damage cleanup and decontamination
- Earth movement damage cleanup and decontamination
- Water intrusion and damage cleanup and decontamination
- Wind damage cleanup and decontamination
- Hail damage cleanup and decontamination
- Fire damage cleanup and decontamination
- Vandalism damage cleanup and decontamination
- Deodorization
- Smoke damage cleanup and decontamination
- Animal/vermin infestation cleanup and decontamination
- Pollution cleanup and decontamination

- Biohazard cleanup and decontamination
- Crime scene cleanup and decontamination
- Sewage cleanup and decontamination
- Debris removal
- Offsite storage facility and onsite container storage
- Premises and/or building board-up and secured access
- Art/collection artifacts cleaning and decontamination
- Electronic equipment cleaning and decontamination
- Content cleaning and decontamination
- Vital records handling, retrieval, removal, cleaning and decontamination (i.e. paper, photo, database, magnetic tape)