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Pricing

6.0 Performance Standards

To ensure the successful and timely delivery of high-quality procurement consulting services, the following criteria define the required performance levels. This table outlines the measurable standards for key project activities and specifies the corresponding remedies available to the Client for any failure to meet these standards. Remedies include actions that compel immediate corrective performance and escalation from the Contractor at no additional cost to the Client.

Criteria	Standard	Damages
Timeliness	Contractor provides all Purchasing Entity identified scheduled deliverables by the agreed-upon deadlines established in the approved and most up to date Work Plan for each project.	\$100 for each business day beyond the agreed upon delivery date. Approved schedule changes agreed to with the Purchasing Entity would not trigger any damages. Delays caused by the Purchasing Entity would not trigger damages. All damages will be assessed at the end of each project.
Responsiveness	Contractor responds to Purchasing Entity's communications and requests that could have a material impact within one (1) Business Day* or as otherwise agreed upon.	\$500 for each documented instance of failure to respond within the specified timeframe plus \$25 per hour for each subsequent hour delay. Damages are not assessed if Contractor provides advance notice of Contractor absence.
Assigned Staff	Contractor maintains continuity of key project personnel as identified in the Contract. In the event of a change to any key project personnel, Contractor notifies and obtains approval from Purchasing Entity at least one (1) week prior to the effective date of the staff transition. All changes must be pre-approved by the Purchasing Entity and replacements must have equivalent or higher qualifications.	\$500 one-time assessment of damages if key project personnel are replaced without prior approval from the Purchasing Entity.
Quality of Deliverables	Deliverables are complete, accurate, and comply with all agreed upon contractual obligations and applicable laws, rules, and policies.	If a deliverable is rejected, the Purchasing Entity will provide details of the deficiency, what is required to be considered a corrected and accepted version, and a reasonable timeline for delivery of a corrected version. Contractor shall provide a corrected

		<p>version to the Purchasing Entity in the timeline provided. The original timeline for subsequent, dependent tasks remains unchanged. The Contractor dedicates sufficient resources at no additional cost to the Purchasing Entity to mitigate downstream impact. Three (3) or more rejections of the deliverable shall result in a corrective action plan and immediate reduction of cost of the deliverable by 20% to the Purchasing Entity , up to \$5,000 in damages . Contractor completes corrective actions based upon the agreed upon date(s) requested by the Purchasing Entity.</p>
Knowledge Transfer	<p>Contractor completes all end of contract transition duties within timeframes set forth by the Purchasing Entity and agreed upon during negotiations.</p>	<p>\$100 for each business day beyond the agreed upon delivery date.</p> <p>Approved schedule changes agreed to with the Purchasing Entity would not trigger any damages.</p> <p>Delays caused by the Purchasing Entity would not trigger damages. All damages will be assessed at the end of each project.</p>
Conflict of Interest	<p>Contractor complies with the Purchasing Entity's Conflict of Interest agreement and addresses any actual, apparent, or potential conflicts to the satisfaction of the Purchasing Entity.</p>	<p>\$1,000 per day for each business day past five (5) business days for each actual, apparent, or potential conflict of interest it fails to disclose.</p>
FOIA Compliance	<p>Contacto cooperates with Purchasing Entity requests for information and documents required to fulfill Arkansas Freedom of Information Act (FOIA) request and provides all documents in its possession or control to Purchasing Entity according to the Purchasing Entity's request.</p>	<p>Contractor may be subject to actual penalties, fees, and costs imposed on the Purchasing Entity attributable to the Contactor's sole failure to timely and accurately provide the requested information and documents.</p>
Data Confidentiality	<p>Contractor complies with applicable State and federal laws, rules, policies and confidentiality agreements as</p>	<p>\$10,000 for each improper disclosure of data, or as negotiated with a Purchasing Entity.</p>

	required by the Purchasing Entity upon engagement.	
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*Business Day means Monday through Friday from 8 am to 5 pm CT, excluding State holidays, which can be found here:
<https://www.sos.arkansas.gov/about-the-office/media-center/news/state-holiday-calendar/>