



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:	710-21-0054	Solicitation Issued:	November 30, 2021
Description:	Adolescent Substance Abuse Treatment		
Agency:	Department of Human Services (DHS), Division of Aging Adult Behavioral Health Services (DAABHS)		

SUBMISSION DEADLINE			
Bid Submission Date/Time	January 4, 2022 10:00am CT	Bid Opening Date/Time:	January 4, 2022 11:00am CT
Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the vendor 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 Slot W345 Little Rock, AR 72201
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 8 th 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:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Nawania Williams	Buyer's Direct Phone Number:	501-320-6511
Email Address:	Nawania.williams@dhs.arkansas.gov	DHS's Main Number:	501-683-4162
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Division of Aging, and Adult Behavioral Health Services (DAABHS) to obtain pricing and a contract(s) for evidence-based, residential adolescent substance abuse treatment services.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, 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 vendor per region as defined in Attachment H. Contractors may be awarded multiple regions.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is **March 1, 2022**. Upon agreement by the vendor and agency the contract may be renewed by the Office of Procurement (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. Vendor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.5 BID OPENING LOCATION

- A. Bids submitted by the opening time and date **shall** be opened at the following location:

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

Vendors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening, visitors must return the visitor's badge to the Security Officer and retrieve their ID. The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

- B. When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS will post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's bid or in subsequent correspondence, **shall** cause the vendor'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 *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words “bidder,” “vendor,” 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 the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
2. Vendor’s signature on this page **shall** signify vendor’s agreement that either of the following **shall** cause the vendor’s bid to be disqualified:
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this Bid Solicitation.
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 Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. *Official Bid Price Sheet*. (See *Pricing*.)

1. Vendor’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as “Pricing.” Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Vendor’s signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on **December 8, 2021**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor’s written questions will be consolidated and responded to by the State. The State’s consolidated written response is anticipated to be posted to the OP website by the close of business on **December 16, 2021**.

D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 SUBCONTRACTORS

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.12 PRICING

- A. Vendor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

1.13 PRIME CONTRACTOR RESPONSIBILITY

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

1.14 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the vendor 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 vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote 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 include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By redacting any information contained in the response, the 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 meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete 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*. A CD is also acceptable. Do not submit documents via email or fax.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- J. 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.
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. 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.

1.16 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

1.17 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.

- B. 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 Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.18 AWARD PROCESS

A. Vendor Selection

- 1. Award **shall** be made to the lowest responsible responsive bidder based on the Total Maximum Allowable Annual Cost Per Client (found in the *Official Bid Price Sheet*) payable under the "Fee-for-Service" model for each catchment area. Bidders **must** meet minimum qualifications. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- 2. 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 the Contractor.

B. Negotiations

- 1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder(s). Negotiations are conducted at the sole discretion of the State.
- 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

- 1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>
- 2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors 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.
- 3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
- 4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

- 1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
- 2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-disabled Veteran as designated by the United States Department of Veterans Affairs

- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the OP is a one-time requirement. Vendors 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.
- D. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with the OP stating that they do not employ or contract with illegal immigrants.
- B. OP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible." Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.24 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet

information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas 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, 2013 (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 within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, 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 within 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 Arkansas Code Annotated § 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.

1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent’s solution must comply with the state’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at <https://www.transform.ar.gov/information-systems/polices-standards/standards/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.26 MASTERCARD ACCEPTANCE

- A. Awarded vendor should have the capability of accepting the State’s authorized MASTERCARD Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. MASTERCARD is not the exclusive method of payment.

1.27 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor’s bid to be disqualified.

1.28 RESERVATION

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

1.29 SCHEDULE OF EVENTS

Public Notice of IFB	November 30, 2021
Deadline for Receipt of Written Questions	December 8, 2021
Response to Written Questions, On or About	December 16, 2021
Date and Time for Bid Submission	January 4, 2022 @ 10:00 am CT
Date and Time for Bid Opening	January 4, 2022 @ 11:00 am CT
Intent to Award Announced, On or About	January 13, 2022
Contract Start (Subject to State Approval)	March 1, 2022

1.30 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. The 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 Division of Aging, and Adult Behavioral Health Services (DAABHS) to obtain pricing and contract(s) for evidence-based, residential adolescent substance abuse treatment services for ages thirteen (13) to seventeen (17) throughout the State of Arkansas. Counties are divided into five (5) catchment areas as provided in Attachment H – Adolescent Substance Abuse Treatment Services Map.

Qualified contractors will offer comprehensive alcohol and/or other drug abuse treatment services for the program. DHS intends to award one (1) catchment area per vendor; however, a vendor may be awarded to cover more than one area at the discretion of DHS.

This solicitation is intended to both secure initial services and to provide seed funds for a program to continue past the duration of the initial established contracts. This service will be funded through Substance Abuse Block Grant (SABG) Supplemental Funding with a two (2) year grant period and is capped at \$3,000,000 total for all contracted services provided through FFY 2023.

Billing the Appropriate Payor – Accessing Block Grant Funds;
In most instances this Contract's funds are only accessible if another payor (such as Medicaid or private insurance) is not otherwise available.

Contractors are required to maintain records of when block grant funds were accessed to fund the provision of services.

Thus, in each instance that a Contractor accesses block grant funds for the provision of Contract services (and documents it accordingly), the Contractor must first assure that other payors were not otherwise available. Documentation of attempts to secure funding must be retained and presented upon request.

This funding is provided only through 2023 and will not be renewed. Awarded vendors cannot anticipate additional funds being provided after that time.

2.2 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The bidder **must** be registered to do business in the State of Arkansas. For verification purposes, Contractor **must** submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation.
- C. The bidder **must** have an adolescent substance abuse treatment facility located in the State of Arkansas with a minimum of thirty (30) beds. The contractor **must** provide an address for each facility. If the contractor does not currently have facilities located in the state, the contractor **must** provide an address for each proposed facility the contractor will acquire upon contract award along with a copy of all relevant lease/purchase agreements. Bidder **shall** complete a signed attestation, provided in the bid response packet, that the existing or proposed facility in the bid will accommodate a minimum of thirty (30) beds.
- D. The bidder **must** include a copy of a sustainability plan that demonstrates how services will continue without this SABG funding after FFY 2023.
- E. The bidder **shall** provide a staffing plan including responsibilities for each position along with copies of licensure and/or certifications for each:
 1. Psychiatrist
 2. Psychologist
 3. SA Counselors

4. Mental Health Counselors
 5. Case Managers
 6. SA Supervisors
 7. Youth Care Workers
 8. Qualified/Certified Teachers
 9. Experienced Management Team
- F. The Contractor **must** ensure all services (client-related or non-client related) are provided by appropriate qualified or credentialed staff and **shall** maintain the required licensure or certification for the duration of the contract period.
- G. The Contractor **must** be a Behavioral Health Agency enrolled as a service provider in the Arkansas Medicaid Program. For verification purposes, The Contractor **must** provide the Contractor 's Medicaid Provider number or documentation for verification of application to become a service provider in the Arkansas Medicaid Program.
- H. The Contractor **must** be licensed by the Department of Human Services (DHS) Division of Provider Services and Quality Assurance (DPSQA). For verification purposes, The Contractor and all subcontractors **must** submit license issued by DPSQA. See Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs https://humanservices.arkansas.gov/wp-content/uploads/Licensure_Standards_for_Alcohol_other_Drug_Abuse_Tx_programs.pdf and Division of Aging, Adult Behavioral Health Service (DAABHS) Rules of Practice and Procedure.
- I. The Contractor **must** be nationally accredited by The Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF) or Council on Accreditation (COA). The Contractor **must** provide evidence of the most current national accreditation status. Accreditation **must** include all appropriate substance abuse treatment service areas provided by the Contractor and include all sites providing substance abuse treatment services.
- J. The Contractor **must** have a Health Insurance Portability and Accountability Act (HIPAA) compliant electronic health records (EHR) system that shall be accessible to DAABHS and DPSQA staff during on-site monitoring for client records for compliance. With bid submission, the Contractor **must** complete and sign the HIPAA Compliance form located in the response packet.

2.3 HEALTH INFORMATION PRIVACY

- A. Contractor **shall** at all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State laws, regulations, rules, and policies regarding the privacy and security of information.
- B. Contractor **shall** provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties. Prior to award, contractor **must** complete the Business Associate Agreement.

2.4 SCOPE OF WORK

2.4.1 Adolescent Residential Treatment

- A. Contractor **must** ensure access to residential treatment for adolescents as beds are available in their facility. For purposes of this solicitation, adolescent is defined as ages thirteen (13) to seventeen (17). Adolescent Residential Substance Abuse Treatment Services **shall** be fee-for-service.
- B. In order to provide treatment a parent, foster parent, or legal guardian **must** consent to treatment and shall be present during the admission process.
- C. Adolescent Residential Treatment Services **must** include documented evidence of Pre-Admission Screening and Intake/Assessment including but not limited to the following:
 1. Financial eligibility,

2. Evidence-based screening tools for substance abuse and co-occurring problems,
3. American Society of Addiction Medicine (ASAM) based determination of treatment modality,
4. An initial treatment plan, and
5. A comprehensive treatment plan.

D. Youth in Residential Treatment **must** receive:

1. Individual Therapy
2. Group Therapy
3. Family Therapy
4. School-Based Services
5. *(State Department of Education approved, on -campus schooling)*
6. Medication Management by Physicians
7. Community-Based Services
8. *(Nursing and paraprofessional services 24 hours a day)*
9. Substance Abuse
10. Recovery Services
11. Care Coordination
12. Case Management
13. Support Network Involvement/Family Support
14. Psychoeducation
15. Structured, Recreational Activities
16. Room and Board
17. Meals
18. Periodic drug testing

E. Treatment plans for adolescents **must** address adolescent specific needs and issues.

F. Contractor **shall** ensure access to Residential Treatment Services when indicated as the necessary level of care by American Society of Addiction Medicine (ASAM) determined as part of the intake screening process.

G. Adolescents in need of treatment **must** be admitted or referred to an available bed within fourteen (14) calendar days of determination of need.

H. Contractor **shall** immediately notify DAABHS-designated staff if a client cannot be admitted to the contractor's program within the required time frames.

I. There **must** be a separate, identifiable organized unit providing substance abuse treatment services that represents a significant part of the continuum of therapeutic modalities comprising comprehensive substance abuse services to adolescents.

J. Adolescent Residential Treatment programs **must** have policies and procedures that govern access to client education as required by the Arkansas Department of Education.

K. Staff employed with adolescent programs **must** have training specific to the clients served, such as:

1. impact of substance abuse on children
2. identifying domestic violence
3. abuse, neglect—empowering the client and families to restore family functioning
4. development and age-appropriate behaviors
5. parenting skills
6. self-esteem
7. peer pressure
8. bullying

- L. Services **must** comply with the Division of Behavioral Health Services (DBHS) Rules of Practice & Procedure and the DBHS Licensure Standards for Alcohol and other Drug Abuse Treatment Programs or approved revisions thereof.
- M. Treatment plans for adolescents **must** address adolescent specific needs and issues. Each treatment plan **must** be reviewed monthly.
- N. The Contractor **must** ensure that treatment services are strengths-based, trauma-informed, holistic, culturally relevant, educational, individualized, and recovery oriented, including without limitation:
 - 1. Clients' strengths **must** be identified during the screening/intake/assessment process. Identification should continue throughout the course of treatment and until the time of discharge. Clinical documentation **must** reflect that strengths are utilized when appropriate and are considered a key part of the treatment process.
 - 2. Treatment **must** include documented educational/informational activities relevant to enhancing the quality of life, prevention, resiliency, and recovery.
 - 3. There **must** be clear evidence that clients are involved in the development of treatment goals and objectives, revisions of goals and objectives, and in the development of an aftercare plan.
 - 4. All documentation **must** be individualized and client specific.
 - 5. Aftercare and discharge planning **must** be individualized and include identification of appropriate referrals to specific and relevant community resources, and specific plans on how to maintain or exceed progress achieved during treatment.
- O. Adolescent Residential Treatment **must** include counseling and education about the risks of Human Immunodeficiency Virus (HIV), Tuberculous (TB), risks of needle-sharing, risks of transmission to sexual partners and infants, steps to ensure transmission doesn't occur, and referral for HIV or TB services if necessary.
- P. The duration of treatment is based on individualized needs and may be provided for up to three (3) months.

2.4.2 Local Judges/Court Services

The Contractor **must** work with local judges and courts to provide substance abuse treatment to adolescents involved in juvenile drug courts to ensure continuity, access, and quality of services for participants. The Contractor **shall**:

- A. Be an active member of the juvenile drug court team for any judicial district.
- B. Attend relevant drug court hearings and testify as needed.
- C. Engage in collaborative treatment planning with the drug court team to ensure interdisciplinary and coordinated treatment of involved adolescents.
- D. Adhere to the rules and guidelines of the juvenile drug courts with which they are partnering. Adhere to confidentiality standards under applicable state and federal law, including but not limited to A.C.A. 9-27-309 and A.C.A. 9-28-217.
- E. Maintain continuous and consistent communication with the drug court team and drug court judge to ensure compliance with the drug court rules, guidelines, and orders.
- F. Develop and follow individualized and comprehensive treatment plans for adolescents in the drug court program as a member of the drug court team.
- G. Provide care coordination services to participants according to the needs identified in their comprehensive needs assessments and documented in the treatment plan.
- H. Provide frequent and periodic drug screenings in accordance with orders of the court.

2.4.3 Care Coordination (Residential)

Contractor **shall** assist the client and family in gaining access to needed medical, social, educational, and other services. Care coordination **shall** be provided using a wrap-around model and shall include the following activities:

- A. Input into the treatment planning process
- B. Coordination of the treatment planning team
- C. Referral to services and resources identified in the treatment plan
- D. Facilitating linkages between levels of care
- E. Monitoring and follow-up activities necessary to ensure the goals identified in the treatment plan are met or revised as needed
- F. Assisting with transitioning between levels of care and/or integrating back into the community

2.4.4 Standard of Care

The contractor **shall**:

- A. Ensure clients funded by DAABHS meet eligibility guidelines. The Contractor will receive payment from DAABHS for necessary services provided to individuals whose income is at or below one hundred fifty percent (150%) of the Federal Poverty Level as issued in the Federal Register by the Department of Health and Human Services (HHS). The poverty guidelines are also available online at <https://aspe.hhs.gov/2021-poverty-guidelines>. Income **must** be evaluated over the course of the last twelve (12) months.
- B. Ensure evidence-based practices are utilized. The materials used **must** be relevant to the prevention served and the modality of treatment.
 - 1. Evidence-based materials **must** be selected from the following Substance Abuse and mental Health Services Administration (SAMHSA) link: <https://www.samhsa.gov/ebp-resource-center>.
 - 2. Contractor **must** ensure that staff providing services have documented training in the identified evidence-based curriculum.
 - 3. The clinical documentation in client files **must** indicate that the evidence-based materials are being implemented appropriately.
 - 4. Policies and procedures **must** be in place regarding the training and continuing education required of staff, as well as the required use of evidence-based programs.
- C. The Contractor **must** ensure family/support network involvement in the treatment process.
 - 1. There **must** be documented attempts to ensure meaningful family/support network involvement. If involvement is contraindicated, then there **must** be documentation as to why.
 - 2. Adolescents involved in substance abuse treatment **must** have at least one (1) counseling session per month that involves a parent or legal guardian.
- D. The Contractor **must** ensure that treatment services are strengths-based, trauma-informed, holistic, culturally relevant, educational, individualized, and recovery-oriented.
 - 1. Clients' strengths **must** be identified during the screening/intake/assessment process. Identification should continue throughout the course of treatment and until the time of discharge. Clinical documentation **must** reflect that strengths are utilized when appropriate and are considered a key part of the treatment process.

2. Treatment **must** include documented educational/informational activities relevant to enhancing the quality of life, prevention, resiliency, and recovery.
3. There **must** be clear evidence that clients are involved in the development of treatment goals and objectives, revisions of goals and objectives, and in the development of an aftercare plan.
4. All documentation **must** be individualized and client specific.
5. Aftercare and discharge planning **must** be individualized and include identification of appropriate referrals to specific and relevant community resources, and specific plans on how to maintain or exceed progress achieved during treatment.

2.4.5 Records and Reporting

- A. DAABHS reserves the right to request various reports on an as-needed basis. Upon request, the contractor **must** provide reports as specified by DAABHS. The contractor **must** ensure all reporting information is submitted to DAABHS within designated time frames.
- B. All DAABHS-funded services provided by the contractor and their subcontractor(s) **must** be entered into the DAABHS Data Information System by the contractor by the fifth (5th) working day of the following month. For purposes of this solicitation, "working day" is defined as Monday – Friday 8:00 AM – 4:30 PM. Client information includes waiting list duration, admissions reports, environment change reports, discharge reports, and continuing care tracking. This includes services to clients, Admission Reports, Environmental Change Reports, and Discharge Reports.
- C. The Contractor **must** submit the Wait List and Capacity Management reports as directed by DAABHS. Upon award, DAABHS will send out the mandatory format to providers.
- D. The Contractor **must** submit an Annual Program Report by June 15th for the preceding contract year. DAABHS will send out the mandatory format to providers no later than April 30th of each year.
- E. The Contractor **must** submit an annual independent financial and compliance audit that conforms to the "Guidelines for Financial and Compliance Audits of Programs Funded by the Arkansas Department of Human Services." The copies of all audit reports conducted under these guidelines **must** be submitted to the Department of Human Services as follows:
 1. If a Government Auditing Standard Audit is performed, the Audit Report must be submitted within one-hundred twenty (120) calendar days following the fiscal year end of a Provider.
 2. If a Uniform Guidance Audit is performed, the Audit Report **must** be submitted within nine (9) months following the fiscal year end of a Provider.

Submissions **must** be mailed or emailed to the following:

Director of Audits
Office of Payment Integrity and Audit (OPIA)- Audit Section Department of Human Services
P.O. Box 1437, Slot 270
Little Rock, Arkansas 72203-1437

Or emailed to: ContactDHSAudit@arkansas.gov (preferred). An additional copy of the audit **must** be submitted electronically by e-mail as a Word Document attachment, to DAABHS designated staff member.

- F. The Contractor **must** ensure compliance with DHS Incident Reporting Policy 1090, including time frames for submission.
- G. The Contractor **must** ensure compliance with any other reporting information requested by DAABHS within the timeframe established for that reporting purpose.

- H. Contractor **shall** ensure information is entered into the Alcohol and Drug Management Information System (ADMIS/govconnect) within established guidelines.

2.4.6 Staffing

- A. The Contractor **must** ensure all services (client-related or non-client related) are provided by appropriate qualified or credentialed persons.
- B. Staff providing treatment-related services **must** have current licenses or certifications with supporting documentation located in their personnel file.
- C. Contractor **shall** maintain the following qualified staff at the facility:
1. Psychiatrist
 2. Psychologist,
 3. SA Counselors
 4. Mental Health Counselors
 5. Case Managers
 6. SA Supervisors
 7. Youth Care Workers
 8. Qualified/Certified Teachers
 9. Experienced Management Team
- D. Staff employed with adolescent programs **must** have training specific to the clients served, such as:
1. Impact of substance abuse on children
 2. Identifying domestic violence
 3. Abuse, neglect—empowering the client and families to restore family functioning
 4. Development and age-appropriate behaviors
 5. Parenting skills
 6. Self-esteem
 7. Peer pressure
 8. Bullying
- E. The Contractor **must** ensure the minimum number of staff providing treatment-related services, or support staff, if utilized, have current certifications in Non-violent Crisis Prevention and Intervention (CPI), Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- F. The Contractor **must** have at least one (1) person on staff certified in Evidence Based practices for all treatment programs funded by DAABHS.
- G. The Contractor **must** have at least one (1) person on staff certified in Motivational Interviewing for all treatment programs funded by DAABHS.
- H. Contractor **shall** maintain evidence of criminal background checks on all staff with direct contact with clients, or with access to client records in personnel files. Maltreatment background checks must also be completed and in personnel files for any staff with direct contact with children, adolescents, or adults. Criminal background checks **must** be completed upon hire, and at least every two (2) years thereafter. Maltreatment background checks **must** be completed upon hire, and at least every two (2) years thereafter.
- I. Contractor **shall** provide evidence of annual performance evaluations on all staff that have been employed for a year, including contracted staff.
- J. The Contractor **must** ensure that staff providing services have documented training in the identified evidence-based curriculum. Newly hired staff will have ninety (90) calendar days to complete training in the evidence-based curriculum. Evidence of training **must** be placed in the personnel file.
- K. Any staff requiring supervision (e.g. Counselors-in-Training (CITS) based on their certification or licensure **must** have evidence of on-going supervision.

- L. All staff, interns, or volunteers **must** be qualified for their positions or responsibilities based on job-descriptions and **must** also undergo appropriate background checks relevant to the population served.
- M. Policies and procedures **must** be in place regarding the training, continuing education required of staff, as well as the required use of evidence-based programs.
- N. The Contractor and staff **shall** participate in trainings and meetings as required by DAABHS.
- O. Contractor **shall** maintain policies and procedures regarding the training, continuing education required of staff, as well as the required use of evidence-based programs.

2.4.7 Compliance

The contractor **shall**:

- A. Determine financial eligibility and conduct the clinical screening/assessment and recommend the appropriate program and level of service for all clients.
- B. Maintain national accreditation to provide substance abuse residential treatment programs. Acceptable national accreditation includes JCHAO, CARF, and COA. Programs **must** report any adverse actions taken by accrediting boards to DBHS within seventy-two (72) hours of receipt of finds. A copy of the adverse action and corrective actions plans **shall** be sent to the DAABHS Treatment Coordinator or designee once approved by the accrediting board. The Contractor **must** send DAABHS copies of all correspondence related to national accreditation within five (5) business days of being sent or received. This **shall** include national accreditation reporting requirements, including without limitation: Annual Conformation to Quality Reports, Maintenance of Accreditation, or Intra-Cycle Monitoring Profiles (if applicable based on accreditation type). Upon completion of any survey by a national accrediting body, the Contractor **must** forward final reports to DAABHS immediately upon receipt.
- C. Maintain compliance with all regulatory agencies applicable to these services and the most current versions of the *Division of Aging Adult and Behavioral Health Services (DAABHS) Alcohol and Drug Abuse Rules of Practice & Procedure* and the *DAABHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs*.
- D. Maintain enrollment as a service provider in the Arkansas Medicaid Program throughout the contracted term.
- E. Inform DAABHS and the Division of Provider Services and Quality Assurance (DPSQA) staff prior to any changes in management staff, contact information, site moves, additional sites, or changes in ownership within five (5) business days. New sites **must** be inspected and licensed before services are provided.

2.4.8 Technology Requirements

- A. The Contractor **must** maintain a fully functioning electronic health records (EHR) system.
- B. The Contractor **must** ensure that all required clinical documentation, consents, notifications, receipts, etc., are available upon request.
- C. Technology **must** ensure adequate security, confidentiality, back-up, and disaster recovery preparedness. Any data storage or transmission **shall** be secure and comply with all state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA).
- D. The Contractor **must** maintain a twenty-four (24) hour emergency phone number, operable seven (7) days a week for each individual catchment area to assist with emergency situations and access to services. The phone number **must** be provided to clients, visible at entries, and provided on answering machines. Policies and procedures **must** be in place outlining the training and management of this process.

2.4.9 Billing

- A. Contractor **shall** bill other available payors (e.g., Medicare, Medicaid, insurance provider) first instead of billing the State for services rendered on a fee-for-service basis.
- B. Additionally, Contractor **shall** demonstrate ongoing staff development and recruitment processes to ensure good stewardship of state and federal funds.
- C. The Contractor **shall** ensure clients funded by DAABHS meet eligibility guidelines. The contractor will receive payment from DAABHS for necessary services provided to individuals whose income is at or below one hundred fifty percent (150%) of the Federal Poverty Level as issued in the Federal Register by the Department of Health and Human Services (HHS). The poverty guidelines are also available online at <https://aspe.hhs.gov/2021-poverty-guidelines>. Income **must** be evaluated over the course of the last twelve (12) months.

2.4.10 Health and Safety

- A. Contractor **shall** ensure that all health and safety requirements are met.
- B. Contractor **shall** maintain compliance with all physical plant requirements as specified in the most current version of the DBHS Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs.
- C. Contractor **shall** ensure that all service site utilities (gas, electricity, water, plumbing, etc.) are maintained in proper working condition.
- D. Contractor **shall** notify DBHS within twenty-four (24) hours of any issues with facility utilities.
- E. Contractor **shall** ensure that all utilities are properly repaired within seventy-two (72) hours of a determination that a deficiency exists (except when repair is responsibility of utility company).

2.4.11 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 vendor **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.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure to as determined by the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services or it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency 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 mailed to:

Arkansas Department of Human Services, Division of Adult, Aging and Behavioral Health Services
Attention: Denise Lockett
PO Box 1437 Slot W241
Little Rock, Arkansas 72203

- 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.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor 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.
- F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

3.2 GENERAL INFORMATION

- A. 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 30-day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
1. The right to possession.
 2. The right to accrued payments.
 3. The right to expenses of deinstallation.
 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.

- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. 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:
 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
 2. The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. The vendor **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. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

3.5 PERFORMANCE BONDING

- A. The 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 the protection of the State. 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.
3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
5. 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.

3.6 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of 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 of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

3.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to the Office of Procurement (OP) a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

3.8 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of while 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. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

3.9 CONTRACT INTERPRETATION

Should the State and vendor 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.

3.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the Arkansas Department of Human Services. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.11 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 the vendor **shall** 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 **shall** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **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 interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **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.
- 6. **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 the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate 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.
- 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 Solicitation*. The 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. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee 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 (1) 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 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.
- 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 Contractor.
- 10. **AMENDMENTS:** Contractor's bids 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 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.
- 13. **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 the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **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 the Contractor.

14. **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 (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.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **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 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 Contractors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*; (2) delivery and acceptance of the commodities; (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** 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.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even if the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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 under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall 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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that no one has been retained 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 Contractor for securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, 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.

- 27. 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.