



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:	710-24-025	Solicitation Issued:	February 13, 2025
Description:	Substance Abuse Treatment		
Agency:	Department of Human Services, Division of Children and Family Services		

SUBMISSION DEADLINE

Bid Submission Date/Time	March 12, 2025, 1:00 p.m. Central Time	Bid Opening Date/Time:	March 12, 2025, 2:00 p.m. Central Time
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Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the vendor's responsibility to ensure bids are submitted at the designated location on or before the submission deadline. Bids received after the submission deadline **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 Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.
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:	If the bid packet is not sealed and properly marked with the information below, the package may be opened for bid identification purposes. • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
DHS Website:	DHS Procurement Announcements		
OSP Website:	OSP Bid Opportunities		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Children and Family Services (DCFS) to obtain pricing and contracts for outpatient and/or residential Substance Abuse Treatment Services for DCFS clients, both children and adults.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

Pursuant to Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

A Term contract will be awarded to multiple vendors. The term of this contract **shall** be for one (1) year. The anticipated contract start date is July 1, 2025. Upon agreement by the parties, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one (1)-year terms, or a portion thereof, not to exceed a total contract term of seven (7) consecutive years. Any resultant contract of this IFB **shall** be subject to State approval processes which may include Legislative review.

1.4 ISSUING AGENCY

OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this IFB should be made through the State's buyer as shown on page one (1) of this document (see also Section 1.10 CLARIFICATION OF SOLICITATION).

1.5 BID OPENING LOCATION

Bids submitted by the submission deadline will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

1.6 DEFINITION OF REQUIREMENT

The words "**must**" and "**shall**" signify a **Requirement** of this solicitation and that vendor's agreement to and compliance with that item is mandatory. Exceptions taken to any Requirement in this IFB, whether submitted in the bid or in subsequent correspondence, **shall** cause the bid to be disqualified.

1.7 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point of an item in question as indicated in Section 1.10 CLARIFICATION OF SOLICITATION.

"**Bidder**," "**vendor**," and "**contractor**" are used synonymously in this document. "**Invitation for Bid**," "**IFB**," and "**Bid Solicitation**" are also 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*. Signature on this page signifies vendor's agreement that either of the following **shall** cause the bid to be disqualified:
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this IFB.
2. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
 - a. *Attachment A: Executive Order 98-04 Disclosure Form*.
 - b. Copy of Vendor's *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 Section 2.2 MINIMUM QUALIFICATIONS).

DO NOT include any other documents or ancillary information, such as a cover letter, promotional, or marketing information. **Submit one (1) electronic copy and one (1) hard copy of the *Bid Response Packet*, excluding the *Official Bid Price Sheet*. The electronic copy should be on a flash drive and to the extent possible, as a single PDF document.**

B. *Official Bid Price Sheet* (see Section 1.12 PRICING)

Bidder **must** submit one (1) hard copy and one (1) electronic copy of the original *Official Bid Price Sheet*. The electronic copy should be submitted preferably on a flash drive, in a single PDF file.

The *Official Bid Price Sheet* (both hard and electronic copies) **must** be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." **Do not include any pricing in the hard or electronic copies of the *Bid Response Packet*.**

1.9 AGREEMENT AND COMPLIANCE PAGE

Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the IFB. The *Agreement and Compliance Page* is included in the *Bid Response Packet*. Vendor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated sections.

1.10 CLARIFICATION OF SOLICITATION

Bidders may submit written questions requesting clarification of information contained in this IFB. *Attachment B: Response Template* must be used to submit written questions. Include all information specified in the response template. Questions submitted in a different format may not be answered by the State.

Written questions should be submitted by 4:00 p.m., Central Time on February 20, 2025. Submit *Attachment B: Response Template* by email to the buyer as shown on page one (1) of this IFB. All questions received 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 February 26, 2025. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at bidder's own risk.

1.11 SUBCONTRACTORS

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

1.12 PRICING (see Section 1.8.B. *Official Bid Price Sheet*)

Bidders **must** include all pricing on the *Official Bid Price Sheet* and attach a justification for the prices quoted. Any cost not identified but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided in the *Bid Response Packet*. All bid pricing **must** be in United States dollars and cents. Prices **must** be valid for one hundred twenty (120) days following the bid opening. The *Official Bid Price Sheet* may be reproduced as needed. **Failure to complete and submit the *Official Bid Price Sheet* shall result in disqualification.**

1.13 PRIME CONTRACTOR RESPONSIBILITY

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

1.14 INDEPENDENT PRICE DETERMINATION

By submission of a bid, 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:

- A. The prices in the bid have been arrived at independently, without collusion.
- B. No prior information concerning these prices has been received from, or given to, a competitive company.

Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. **All vendors understand that this paragraph may be used as a basis for litigation.**

1.15 PROPRIETARY INFORMATION

- A. Documents submitted pertaining to this IFB become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). 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.
- B. Bidder 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. By redacting any information contained in the response, the vendor 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. **Under no circumstances** will pricing information be designated as confidential.
- C. One (1) complete electronic copy of the redacted submission documents should be submitted on a flash drive in the *Bid Response Packet*. A CD may also be acceptable. Do not submit documents via email or fax. 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. Bidder is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- D. The redacted copy will be open to public inspection under FOIA without further notice to Prospective Contractor. If a redacted copy is not provided with Bidder'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. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents. The State has no liability to a Prospective Contractor with respect to the disclosure of the bidder'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 IFB **must** be addressed through OP. Bidders **must** provide clarification of any information submitted in the Bid Response Packet if requested by OP. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- B. Vendor **must not** alter any language in any solicitation document provided by the State, including the *Official Bid Price Sheet*. Bids **must** be submitted in the English language. Bids must meet or exceed all defined specifications, terms, and conditions set forth in this IFB and the laws of the State of Arkansas. Bidders may submit multiple bids. The State has the right to award or not award a contract, if it is in the State's best interest.

1.17 REQUIREMENT OF ADDENDUM

This IFB **shall** be modified only by an addendum written and authorized by OP. 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 IFB. Bidders **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

Contract award, extension, or renewal is contingent upon approval by DHS officials, approval by OP, review by the Legislative Council, and the availability of State funds. Pursuant to Ark. Code Ann. § 19-11-265, any material changes the resulting contract are subject to review by the Legislative Council.

A. Vendor Selection

Award will be made to lowest responsible, responsive bidder based on total average cost. Qualified vendors will be listed by the lowest priced bid for each type of substance abuse treatment service. The lowest priced Contractor for each substance abuse treatment service type shall be listed as the first contact. DHS may contact Prospective Contractors in ascending order from lowest price to highest price based on service type, proximity, and availability to the client. DCFS intends to receive services with the least overall expense to the State. If multiple Contractors of equal distance from the client's current location can provide substance abuse treatment services for that client,

DCFS will select the Contractor with the lowest rate. However, where the cost of travel may increase the State's total expense, DCFS may select the Contractor with the least total expense to the State.

B. Negotiations

The State may, at its sole discretion, choose to conduct negotiations with the lowest qualifying bidder. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest qualifying bidder. The negotiation process may be repeated until an anticipated awardee has been determined, or until the State decides not to move forward with an award.

C. Anticipation to Award

Once an anticipated awardee 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>

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. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State. It is the vendor's responsibility to check the websites for the posting of an anticipated award.

D. Issuance of Contract

Any resultant contract of this IFB shall be subject to State approval processes which may include Legislative review. An OP 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 Ark. Code Ann. § 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 Ark. Code Ann. § 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, Prospective Contractors should include their Certification Number on the *Bid Signature Page*.

1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY (see Section 1.8 RESPONSE DOCUMENTS)

Pursuant to Ark. Code Ann. § 19-11-104, the State is required to have a copy of the anticipated awardee's *Equal Opportunity (EO) Policy* prior to issuing a contract award. *EO Policies* should be included as a hardcopy in the *Bid Response Packet*. Submission of the *EO Policy* to 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. Vendors not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.21 COMBINED CERTIFICATIONS

Bidder **must** submit the signed *Attachment H: Combined Certifications for Contracting with the State of Arkansas* to certify it is not a Scrutinized Company and does not currently and shall not for the aggregate term of any resulting contract:

- A. Boycott Israel (see Ark. Code Ann. § 25-1-503).
- B. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105).
- C. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102).
- D. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203).

1.22 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.

1.23 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 Ark. Code Ann. § 25-26-201 et seq., which expresses the State's policy to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State's technology policy standards relating to accessibility by persons with visual impairments.
- B. Prospective Contractor expressly represents and warrants to the State by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (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 Ark. Code Ann. § 25-26-201 et seq., 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 Ark. Code Ann. § 25-26-201 et seq., 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.

1.24 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.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 PROCUREMENT CARD ACCEPTANCE

Awarded vendor should have the capability of accepting the State's authorized Procurement Card (p-card) as a method of payment. Price changes or additional fees shall not be levied against the State when accepting the p-card as a form of payment. P-card is not the exclusive method of payment.

1.26 PUBLICITY

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

1.27 RESERVATION

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

1.28 SCHEDULE OF EVENTS

Public Notice of IFB	February 13, 2025
Deadline for Receipt of Written Questions	February 20, 2025
Response to Written Questions, On or About	February 26, 2025
Date and Time for Bid Submission	March 12, 2025; 1:00 pm CST
Date and Time for Bid Opening	March 12, 2025, 2:00 pm CST
Intent to Award Announced, On or About	March 21, 2025
Contract Start (Subject to State Approval)	July 1, 2025

1.29 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. Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This IFB is issued to obtain pricing and contracts for various Substance Abuse Treatment Services for DCFS child and adult clients. Bidders **must** provide one (1) or more of the following Substance Abuse Treatment Services:

- Residential Treatment
- Partial Day Treatment
- Outpatient – Individual
- Outpatient – Family
- Outpatient – Group
- Outpatient – Multi-Family Group
- Specialized Women’s Services (SWS)
- Regional Alcohol and Drug Detoxification (RADD) Observation Detox
- Intensive Outpatient Services
- Adolescent – Outpatient
- Adolescent – Residential
- Medication Management

2.2 MINIMUM QUALIFICATIONS

Contractors **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), or other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request. Bidders **must** include a copy of all required licensure and certification documents in the *Bid Response Packet* (see Section 1.8 RESPONSE DOCUMENTS).
- B. Contractors and subcontractors operating a substance abuse treatment program in the State of Arkansas **must** be licensed by the DHS Division of Provider Services and Quality Assurance (DPSQA) and **must** meet [Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs](#). Prospective Contractor **must** provide a copy of its current license, as well as the current licenses for any potential subcontractors it may utilize.
- C. Contractor must be nationally accredited by the Joint Commission (TJC), Commission on Accreditation of Rehabilitation Facilities (CARF) or Council on Accreditation (COA). For verification purposes, Prospective Contractor must provide, with bid submission, a current certificate of accreditation, with bid submission.
- D. Contractor must ensure all services are provided by appropriate qualified or credentialed staff and shall maintain the required licensure or certification for the duration of the contract period. For verification purposes, Contractor and all subcontractors must submit a staffing plan that lists each proposed staff with copies of licensure and or certification required for all staff proposed to carry out the scope of work.
- E. Contractor **must** be enrolled as a service provider in the Arkansas Medicaid Program by the contract start date of June 1, 2025. Prospective Contractor must check the appropriate box on page six (6) of the *Bid Response Packet* and provide its Medicaid number if currently enrolled as a service provider in the Arkansas Medicaid Program. If the Prospective Contractor is not currently enrolled as a service provider, it **must** check the appropriate box on page six (6) of the *Bid Response Packet* and complete the Statement of Attestation.

2.3 SCOPE OF WORK

Contractor **shall** be responsible for providing Substance Abuse Treatment Services in each selected county. Services shall be provided in accordance with [Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs](#).

A. Referrals

1. Clients will be referred to the Contractor by DCFS when deemed appropriate for an intake assessment to determine needed treatment services. Contractor **shall** schedule service interviews with each DCFS-referred client within five (5) business days of receiving the referral from DCFS.

2. Contractors **must** accept all DCFS-referred clients as the contract budget allows. If Contractor does not have the capacity to accept the client, Contractor **must** notify DCFS as soon as possible. Clients located in counties adjacent to Contractor's designated service area may be referred by DCFS for services when there are no providers available in the client's resident county. Contractors **must** accept referrals outside of their primary contracted area contingent upon availability and funding. Contractors **must** maintain a referral log that documents all referrals as well as the reason for any refused referrals.
3. Contractor **must** have the referral from DCFS before scheduling clients for service(s) unless emergency approval is given by the DCFS Central Office Substance Abuse Program Manager. Contractor **must** provide a justification of need to the DCFS Central Office Substance Abuse Program Manager prior to admitting clients referred for an intake assessment to inpatient or residential services.
4. Contractor **shall** only accept referrals from the DCFS Financial Coordinator. These referrals will have already been approved by the DCFS Central Office for payment under this contract.

B. Intake and Assessment

For each referred client, Contractor **must** provide information about the treatment programs offered and perform a pre-admission screening to determine eligibility for program services.

1. If determined eligible, Contractor **must** conduct an assessment to determine the nature and severity of the client's substance abuse and recommend an appropriate treatment environment. The assessment **must** include a completed Addiction Severity Index (ASI) for adults or an equivalent assessment tool for adolescents to be completed within seventy-two (72) hours of admission. Other risk factors and needs **must** be assessed and incorporated into the client's treatment plan. Each assessment **must** be conducted face-to-face unless there is prior written approval from DCFS Substance Abuse Program Manager or the courts to conduct the assessment via other means. Contractor **shall** use standardized drug and/or alcohol assessment tools. Within seven (7) business days after the assessment is completed, Contractor must submit a written report of the findings to the DCFS Financial Coordinator, Supervisor, and Caseworker.
2. If a DCFS-referred client does not appear for a scheduled evaluation, Contractor **must** notify the client's Caseworker by telephone or email no later than three (3) hours after the missed appointment. After two (2) failed attempts to provide services to a DCFS-referred client, Contractor **must** submit a written notice to the DCFS Financial Coordinator and Caseworker.
3. Contractor **must** develop an initial treatment plan to address all of the client's immediate problems/needs identified by the intake assessments.

C. Treatment Plan and Treatment

1. Contractor **shall** provide residential and/or outpatient substance abuse treatment for DCFS-referred clients, both children and adults, within five (5) calendar days of receiving the treatment recommendation. DCFS-referred clients who are pregnant **shall** be provided residential and/or outpatient substance abuse treatment within forty-eight (48) hours of receiving the treatment recommendation.
2. Services **must** be provided in accordance with the client's treatment plan at Contractor's location, or via telehealth as determined appropriate for the client.
3. Contractor **shall** provide a referred client's non-attendance and progress of treatment for case staffing, court hearings, or as required to fulfill a requirement in the case plan to the appropriate DCFS county office.
4. Contractor **shall** notify the DCFS Financial Coordinator and Caseworker when services are suspended for three (3) consecutive business days.

D. Recordkeeping, Reporting, and Notification Requirements

1. Contractor **shall** create a case file for each DCFS-referred client (or family). Treatment progress notes **must** be current and accurate.
 - a. Group and individual treatment session progress notes **shall** be documented after each session.
 - b. Partial day treatment progress notes **shall** accurately record the treatment provided each day.
 - c. Residential treatment progress notes **shall** be documented daily.

2. Contractor **shall** submit treatment progress summary reports for all DCFS-referred clients to the DCFS Financial Coordinator, Supervisor, and appropriate Caseworker by the tenth (10th) day of the month, or as requested by DCFS for court or other required case planning. This report **must** contain the following information, without limitation:
 - Date of submission of written report to the DCFS Financial Coordinator and Caseworker
 - Client progress
 - Specific screens, tests, or assessments conducted and associated results
 - Clinical impressions
 - Current recommendations
3. Contractor **must** submit a comprehensive monthly report to DCFS Central Office Substance Abuse Program Manager summarizing services provided, outcomes, client demographic data, the monthly referral log, and other documentation as requested by the tenth (10th) day of the following month.
4. Contractor **must** provide an end-of-year report by June 30th for the preceding state fiscal year.
5. Contractor **shall** notify the DCFS Substance Abuse Program Manager of any changes in the business entity which would include, but is not limited to, business entity existence, name change of the business, new location of the business, director changes, or ownership change within three (3) business days.

E. Court

Contractor **shall** appear in court and provide testimony concerning the drug and alcohol assessment, if requested by DHS. This request may be made in the form of a faxed or emailed subpoena. Contractor **shall** appear without receiving a witness fee.

F. Specialized Women's Services (SWS)

1. Contractor shall provide substance abuse treatment to pregnant adult women and adult women with small children. SWS **shall** be provided in accordance with [Licensure Standards for Alcohol and Other Drug Abuse Treatment Programs](#) (pages 51 – 54).
2. If Contractor intends to receive SWS payments for services provided to children in the custody of parents receiving SWS, Contractor **shall** meet all IV-E Clearinghouse requirements for designation as "promising, supported, or well-supported."

G. Regional Alcohol and Drug Detoxification (RADD) Observation Detox

Contractor **shall** provide services designed to enable the client physically dependent upon alcohol and/or drugs to undergo withdrawal from the substances in a safe environment. Contractor or subcontractor(s) **must** provide RADD observation detox for clients in each selected county (Refer to Attachment I – State Map of Counties).

H. Medication Management

1. Contractor **must** maintain, dispense, and administer prescription and non-prescription medication in compliance with all appropriate state and federal pharmacy laws.
2. Contractor shall provide medication management as specified in the client's treatment plan (if applicable). If Contractor is unable to provide medication management, Contractor shall refer the client to a licensed psychiatrist or other medical professional authorized to provide medication management.

I. Discharge/Aftercare Planning

1. One (1) week prior to discharge, Contractor **must** provide an aftercare plan to the client and their Caseworker.
2. All clients who complete the residential and/or outpatient services **shall** be referred to appropriate aftercare resources following program completion. Contractor **shall** notify the client's Caseworker of the follow-up treatment plan recommendations.

2.4 CRIMINAL BACKGROUND CHECKS

Contractor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member **shall** be staffed on this project if they have committed an offense that would preclude State

employment as a “designated position” if applicable to the underlying contracted services under Ark. Code Ann. § 21-15-102 or otherwise as a “designated financial or information technology position” pursuant to Ark. Code Ann. § 21-15-111. Contractor shall not employ for services through this contract any person whose name appears on the registry as an offender of a true report of child maltreatment or who has an offense prohibited by Ark. Code Ann. § 9-28-409 criminal records and child maltreatment checks.

2.5 PRIVACY AND SECURITY

- A. Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>

<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>

- B. Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at DHS.IT.Security.Team@dhs.arkansas.gov.
- C. Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation. Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

2.6 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 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. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the vendor's input so as to establish reasonably achievable standards. All changes made to Performance Standards **shall** become an official part of the contract.
- C. Performance Standards **shall** continue throughout the contract term. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract. In the event a Performance Standard is not met, the vendor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond the vendor's control that hindered the performance of services or it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the agency's direction 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. Invoices for monthly billing **must** be developed through the [Provider Invoice Entry \(PIE\)](#) Application. Invoices, along with the demographic form, monthly report, and certification of compliance, **must** be submitted to the DCFS Central Office Substance Abuse Program Manager by the tenth (10th) day of the month. If the 10th day is on a weekend, billing is due no later than the following Monday. 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. 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.
- B. The State **shall not** be invoiced in advance for delivery and acceptance of any goods or services. Contractor **shall** only bill for actual services rendered. Invoicing for services rendered without proper authorization are subject to denial by DCFS. Contractor **shall** bill for residential drug treatment services ONLY if the DCFS client is in their facility at midnight.
- C. If the referred client has Medicaid or other medical insurance, it is considered primary insurance and **must** be billed prior to billing the DCFS contract for any services. Payment will be made in accordance with the applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- D. If a child is in foster care and placed with the mother while receiving Specialized Women's Services, Contractor shall be responsible for dispersing monthly board payments as received from DCFS. Contractor shall disperse 100% of the board payment to the client. Payments will be made in accordance with [DCFS Policy VII-M](#).
- E. 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>. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.

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 thirty (30)-day written notice to the vendor/lessor in the event funds are not appropriated. The State **shall not** continue a contract once any equipment has been repossessed.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- C. The laws of the State of Arkansas **shall** govern this contract. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- D. The State **shall not** enter into 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 non-recurring cost as allowed by Arkansas Law.
- E. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- F. 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 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. Contractor agrees to *Attachment C: Performance Based Contracting standards, Attachment D: DHS Standard Terms and Conditions, Attachment E: Pro Forma Contract, Attachment F: Business Associate Agreement, and Attachment G: Organizational or Personal Conflict of Interest Policy.*

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. Contractor **shall** 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 State's protection. 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. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request. 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.
 3. 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 accounting principles 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

Price increases will be considered at the time of contract renewal. The vendor **must** provide 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 request additional information pertaining to the requested increase. Increases **shall not** be considered to increase profit or margins. 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 while providing services under a resulting contract. 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.
- B. 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 if Contractor fails to perform its obligations under the contract. The State **shall** give Contractor written notice specifying the terms for cancellation at least thirty (30) days prior to the proposed cancellation date. In any written notice of cancellation for cause, the State will advise Contractor of the reasons for cancellation and may provide Contractor with an opportunity to cure the identified deficiencies prior to the proposed cancellation date. The parties may agree to reasonable contract modifications to avoid cancellation for cause to the extent permitted by law.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation, 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, Contractor may file a claim with the Arkansas State 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 IFB **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 OP on or before the submission deadline specified for bid opening. The *Bid Packet* **must** contain all documents, information, and attachments as specifically and expressly required in the IFB. 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 IFB. 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 IFB.
- 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 IFB, any catalog brand name or manufacturer reference used in the IFB 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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this IFB. 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 IFB.
- 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 IFB. 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. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. 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 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 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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **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 Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without OP's written approval. 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 Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance by the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize OP 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. Contractor **must** give written notice to OP 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:** Contractor **shall** be paid upon 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 IFB; (2) delivery and acceptance of the commodities; and (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 Contractor hereunder or in contemplation hereof or developed by 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 Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** 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 Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission which **shall** have exclusive jurisdiction over all claims that Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor **shall** continue to provide the Services under this Agreement even if 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 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 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, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation Contractor has provided services which the State has accepted, 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, Contractor agrees that: (a) 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, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) 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 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) 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:** 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 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.