



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:	710-24-059	Solicitation Issued:	June 18, 2024
Description:	Procurement Support Services		
Agency:	Department of Human Services, Office of Procurement		

SUBMISSION DEADLINE			
Bid Submission Date/Time	July 8, 2024, at 1:00p.m., Central Standard Time (CST)	Bid Opening Date/Time:	July 8, 2024, at 2:00 p.m., Central Standard Time (CST)
<p>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.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: United States mail (USPS): Commercial Carrier (UPS, FedEx, or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street 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. Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437, Slot W345 Little Rock, AR 72203-1437 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 is not properly marked, 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:	Arnetia Dean	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		

OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php
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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) to obtain pricing and contracts for procurement support services.

OP is the sole point of contact throughout this solicitation process.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Ark. Code Ann. § 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. If the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. A Term contract may be awarded to multiple contractors.
- 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 start date for the contract is September 1, 2024. Upon agreement by the vendor and agency, the contract may be renewed by the 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 one (1) of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the opening date and time 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

- 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. Signed copy of Certifications and Restrictions Form (*Attachment H*.)
 - c. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Signed addenda to this IFB, if applicable. (See *Requirement of Addendum*.)
 - e. 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.**
5. *Official Bid Price Sheet*. (See *Pricing*.)
 - a. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
 - b. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
 - c. 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 PAGE

- A. Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation*. The *Agreement and Compliance Page* is included in the *Bid Response Packet*.
- B. Vendor's signature on this page **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., CST on June 25, 2024. 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 July 1, 2024.
- 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 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*. Any cost not identified by the successful vendor but subsequently incurred in order to achieve successful operation **shall** be borne by the vendor. The *Official Bid Price Sheet* is provided as a separate attachment.
- B. A justification for the 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* and a detailed budget **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.

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. 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 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, Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to 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 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(s) will be made to lowest responsible, responsive bidder based on total fixed cost per project. 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. DHS shall be able to award per project within its sole discretion. A bidder may provide a bid for more than one project, but multiple bids is not a guarantee for any resulting in an awarded contract. DHS shall rank the bidders for each project.
- 3. DHS has included a list of potential projects. A Contractor may choose to bid on one or multiple projects. However, DHS may or may not move forward with all potential projects as listed in this solicitation. DHS may, within its sole discretion, move forward with any number of listed projects.
- 4. 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 Contractor.

B. Negotiations

- 1. If the State 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 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 Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Ark. Code Ann. § 19-11-104, the State is required to have a copy of 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 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 Ark. Code Ann. § 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 Ark. Code Ann. § 25-1-503, a public entity **shall not** contract with an entity unless the contract includes a written certification that the entity 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*, 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 Ark. Code Ann. § 25-26-201 et seq., 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. 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 of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, 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, 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 reasonable accommodations required.
- 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.

1.25 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.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.

1.26 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	June 18, 2024
Deadline for Receipt of Written Questions	June 25, 2024, at 4:00 p.m., CST
Response to Written Questions, On or About	July 1, 2024
Date and Time for Bid Submission	July 8, 2024, at 1:00 p.m., CST
Date and Time for Bid Opening	July 8, 2024, at 2:00 p.m., CST
Intent to Award Announced, On or About	July 12, 2024
Contract Start (Subject to State Approval)	September 1, 2024

1.30 STATE HOLIDAYS

Holidays are those days 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 Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS) to obtain pricing and contracts for procurement support services.

2.2 OVERVIEW

DHS seeks to contract with procurement professionals with experience and expertise to supplement the current lack of procurement staffing and resources available and is not intended to be utilized to provide staff augmentation services.

Services may include various activities required throughout the procurement cycle phases shown below:



Initially, DHS will contract with the awarded Contractors to provide procurement support including, without limitation, the projects listed below. DHS, at its sole discretion, may request procurement support on additional projects throughout the duration of any resulting contract.

Project Overviews:

Pre-Admission Screening and Resident Review (PASRR) Assessments

The purpose of this project is to provide services and conduct Pre-Admission Screening and Resident Review (PASRR) assessments. This initiative is pursuant to the federal mandates of Public Law 100-203, the Federal Omnibus Reconciliation Act of 1987 (OBRA) and a series of issuances from the Department of Health and Human Services and the Centers for Medicare and Medicaid Services (CMS). The current contract ends June 30, 2025.

Development of County Profiles

The purpose of this project is to develop county profiles for Arkansas, also called "meta-analyses," to assess the performance of individual service areas and the state as a whole to identify areas in need of improvement. Services provided under this contract include monthly reporting of quantitative and qualitative data from the county and state levels, data analysis reports related to the delivery of DCFS services, development of a web-based performance board to serve as a management tool for DCFS, provision of Quality Services Peer Review (QSPR) forms pre-populated by the vendor with required data, and the generation of quantitative results based on QSPR reviews. The current contract ends June 30, 2025.

Specialized Rehabilitative Services

The purpose of this project is to provide medical services to severe-needs clients up to twenty-one (21) years of age and has one of the following qualifications: (1) has a primary diagnosis of a developmental disability, (2) is medically fragile, or (3) is in the custody of or referred by DHS. The current contract ends July 19, 2025.

1095-B Processing

The purpose of this project is to fulfill all IRS Affordable Care Act (ACA) provider requirements related to Minimum Essential Coverage (MEC) and IRS 1095-B and 1094-B tax forms pursuant to 26 U.S.C § 6055 and related statutes and regulations. The current contract ends December 20, 2025.

2.3 MINIMUM QUALIFICATIONS

Contractor **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. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "*Response Documents*."

- C. Contractor **must** have a minimum of five (5) years of experience providing public procurement support services for a governmental entity (state, county, or federal agency). For verification purposes, Prospective Contractor **must** complete the *Client History Form* (see *Attachment I*).
- D. Contractor **must** assign qualified staff with direct experience through a combination of employment with governmental entities and/or private entities including, at minimum:
- Ten (10) years of combined experience in project managing solicitations;
 - Three (3) years of experience with Arkansas Procurement Law; and
 - Experience addressing protests for high-cost state, federal, and/or Medicaid related solicitations.
- For verification purposes, Prospective Contractor **must** provide, with bid submission, the *Client History Form* (see *Attachment I*).
- E. Prospective Contractor **must** provide, with bid submission, a sample of a solicitation meeting the following criteria:
1. Prospective Contractor was primarily responsible for producing the solicitation documents and coordinating the solicitation process.
 2. The solicitation must be competitive (e.g. Invitation for Bid or Request for Proposal).
 3. Established a service contract with a total (multi-year) contract value of at least two million dollars (\$2,000,000).
 4. The established contract received funding through a partnership with a federal agency using an Advanced Planning Document (APD) or other formal coordination with a federal funding source.
- F. Contractor **must** have had two (2) solicitation projects in the last five (5) years that established human service contracts and/or Medicaid related. For verification purposes, Prospective Contractor **must** provide, with bid submission, the *Client History Form* (see *Attachment I*).

2.4 CONFLICT OF INTEREST STATEMENT

Contractor shall not be allowed to affiliate in any way with the responsive bidders or bid themselves on any solicitations included in the resulting contract or any amendment thereof. If a bid on a project is determined by DHS to cause a conflict of interest, or the appearance of conflict, DHS may elect to:

1. Waive the conflict;
2. Work with bidder and/or Contractor to create a conflict mitigation plan to mitigate or resolve the conflict; and/or
3. Remove the Contractor for an existing project or reject the bid.

2.5 SCOPE OF WORK

Contractor **shall** provide procurement support services as assigned by DHS. Primarily, assignments may include, without limitation: requirements gathering, documentation development, assistance with evaluation process, negotiation support and legislative review support, and expert testimony in the event of a protest or litigation. Additional deliverables may be identified based on the needs of the project and **shall** be delivered by Contractor. Under the supervision of OP, Contractor **shall** facilitate the procurement process for the identified projects by:

- A. Coordinating activities with DHS stakeholders throughout the project. As warranted, DHS will provide information, contacts, and materials specific to projects for supporting tasks.
- B. Assume the role of the main procurement advisor and administrator for the agency to work with OP to ensure that contract(s) are awarded in accordance with the Arkansas State Procurement Laws and Regulations as well as DHS policies.
- C. Ensure timely completion of procurement milestones throughout the procurement process.
- D. Act as a point of contact for all parties involved in the procurement process as well as providing any communications, draft documentation, or reports to identified parties.
 1. Contractor and staff **must** use DHS enterprise software for project functions including without limitation: DHS SharePoint, Outlook email and calendar scheduling, and SharePoint authoring and file sharing functionality.
 2. For DHS to maintain FOIA compliance, Contractor shall not use its corporate or private email for any communications related to DHS project(s).

3. Contractor and subcontractor(s) are prohibited from storing any data included in this IFB at a site, inclusive of cloud storage, outside of the Continental United States.
 4. Contractor **shall** organize, coordinate, schedule, and participate in internal and external stakeholder meetings and events.
 5. Contractor **shall** use DHS Sharepoint for all project document drafts.
 6. Contractor **shall** prepare and distribute reporting on project progress and open/closed action items.
 7. Contractor **shall** record and distribute all meeting/discussion notes.
- E. Develop and maintain a stakeholder registry including roles and expectations related to the solicitation review, approval, evaluation, and negotiation processes.
- F. Provide subject matter expertise specifically related to each procurement project as defined by DHS.
- G. Leverage familiarity and experience with Arkansas State Procurement Laws and Rules to inform Contractor recommendations on procurement strategy and tactics.
- H. Synthesize Contractor research on market conditions, project service objectives, budget, regulatory, and other public sector considerations to provide procurement strategy recommendations customized to each project.
- I. Produce, obtain, and develop procurement requirements in collaboration with DHS divisions, offices, and other OP approved entities.
- J. Research and prepare summaries of market conditions, comparable solicitations published by other governmental entities, and changes in federal policy or programs.
- K. Provide descriptions of potential impact of risk factors for the project and recommendations on risk mitigation and immediately report on emergent issues that impact project risk.
- L. Collaborate with all project stakeholders in the creation of solicitation document drafts to ensure the procurement objectives are met and that the requirements as written are fair, consistent, completed, and in consideration of Federal requirements, Arkansas procurement law, state and DHS policies, procedures, and best practices.
- M. Creating, preparing, compiling, revising, and/or disseminating document drafts including, without limitation:
1. Pre-Approval documents such as summaries, pre-solicitation memos, or purchase requisition information
 2. Solicitation Scope of Work and service requirements
 3. Performance Standards, Metrics, and Penalties
 4. *Official Bid Price Sheet* and/or *Cost Proposal Template*
 5. Evaluation Criteria, Information for Evaluation, and *Technical Response Packet*
 6. Informational documents supporting solicitation and procurement activities
 7. Source Selection documents detailing the selection process
 8. Demonstration/oral presentation written materials (i.e. agenda, questions, communications)
 9. Negotiation documents
 10. Information releases, including public records subject to FOIA
 11. Procurement Guidelines
 12. Project Plans
- N. Ensuring evaluation scoring is reached by consensus, that evaluation scores are fair and consistent among the proposals, and that evaluation scores accurately reflect the will of the evaluation team.
- O. Coordinating, facilitating, and monitoring demonstrations and/or site visits, if needed. Tasks may include without limitation: developing evaluator clarification requests, demonstration agendas, invitations, and proctoring demonstrations to ensure time, format, and content.

- P. In collaboration with any DHS designated personnel, verifying pricing submissions for accuracy, providing subject matter expertise in verifying minimum qualifications, and provide support to contact/verify references for solicitation responses.
- Q. Provide required testimony and expertise as required by DHS during the award determination, any protest, and legislative approval phases of the solicitations, including without limitation: onsite testimony during DHS designated sessions of the Arkansas Legislative Council (ALC).
- R. In the event of a protest, serve as the coordinator of the evaluation committee's response and provide support to DHS. Such support may include but not be limited to reviewing the protest, drafting a protest response, and providing any additional support related to a protest through or beyond an Arkansas Office of State Procurement determination.
- S. Actively participate in contract negotiations post-award through the legislative approval and final contract execution processes, including without limitation:
 - Facilitating negotiation meetings,
 - Maintaining open and closed negotiation item log,
 - Drafting communications,
 - Recommending negotiation timelines and goals, and
 - Scheduling and organizing internal and vendor negotiating meetings.

2.6 LOCATION, SCHEDULE, AND TRAVEL

- A. Contractor may primarily provide services offsite, however, Contractor's staff **must** have workspace, phones, materials, computers, and any other resources required to meet the requirements. Contractor may be required to work individually or collaboratively onsite at State offices in Little Rock, Arkansas and shall do so as necessary as determined by DHS.
 - 1. DHS will provide reasonable notice of any onsite work requirements.
 - 2. Should any overnight travel, or any travel from outside of the metropolitan Little Rock area be required, travel expenses shall be addressed with DHS at that time.
 - 3. Long-distance travel shall be defined as any travel required by DHS that departs/originates from outside of the metropolitan Little Rock area to the metropolitan Little Rock area as determined by DHS.
 - 4. Overnight travel shall be defined and stipulated by DHS should that office determine that an extended stay within the metropolitan Little Rock area is warranted.
 - 5. The established contract may include a travel reimbursement fund. All reimbursable travel must have prior written pre-approval from designated DHS staff.
 - 6. Travel reimbursement shall be consistent with State law and Arkansas travel reimbursement rates and limited to actual expenses for meals, lodging, transportation, and incidental expenses. Otherwise, Contractor shall be responsible for all transportation, parking, or related expenses throughout the contract duration.
 - 7. During on-site work at State offices, workspace and basic office supplies and equipment (copier, fax, etc.) will be provided. Contractor shall provide their own computer/laptop, and any supplies or equipment necessary for their offsite office location or to complete the service and deliverable requirements of the solicitation.
 - 8. When working on-site at State offices, Contractor shall adhere to that office's regulations regarding security, safety, office hours, parking, dress code, and any other applicable State office regulations or policies.
- B. All services **must** be performed within the Continental United States throughout the duration of any resulting contract.
- C. Contractor and staff **shall** be available to DHS during normal business hours of Monday through Friday 8:00 a.m. to 4:30 p.m. CST. However, DHS may request after-hours participation in meetings to meet deadlines. Contractor shall attend after-hours meetings as scheduled.

2.7 PROJECT MANAGEMENT

- A. The Contractor **shall** ensure that all deliverables are completed by the agreed upon due dates.

- B. At the start of each procurement or project, Contractor **shall** participate in project kickoff meeting with OP to discuss and determine the comprehensive role of Contractor and Contractor's specific responsibilities for that project. Upon commencement of each project, Contractor **shall** provide OP with a comprehensive project plan subject to DHS approval, including without limitation: timelines, deliverables, delineation of duties, proposed staffing, budget, initial risk assessment, initial market research, or other project appropriate elements as determined by DHS.
1. DHS will have the right to modify the service and deliverable requirements for each procurement or project to fit the needs of the project.
 2. These requirements and responsibilities of Contractor shall also be subject to change during a procurement or project as deemed necessary by DHS.
 3. Contractor **must** adhere to the modified requirements.
 4. Contractor's primary focus **shall** be the projects previously identified above, but Contractor may also assist with other procurement projects that directly impact involved DHS Divisions and Offices.

2.8 TRAINING

Upon DHS request, Contractor **must organize and** participate, as necessary, in training sessions for procurement.

2.9 REPORTING

Contractor **must** schedule and attend status review meetings with DHS upon request. DHS may request written project status reports on a consistent basis. Upon request, Contractor must provide project status reports. The purpose of these review meetings is to track project progress, identify and resolve issues, and identify project risks and strategies. Contractor **must** follow up with DHS on any open action items identified.

2.10 QUALITY

Contractor **shall** provide quality services and management oversight to meet project assignments and objectives. Contractor **shall** provide for the management and support of personnel, to include training, guidance, and supervision of qualified personnel to complete project assignments. Contractor shall take initiative and control the management of the procurement support projects and advising with OP on an as needed basis to remain in compliance with relevant policies and laws. Contractor will work between meetings with DHS stakeholders and DHS appointed Subject Matter Experts (SMEs) to minimize the time these staff are expending on each project.

2.11 CRIMINAL BACKGROUND CHECKS

- A. 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.
- B. DHS shall have the right to refuse to allow any individual employee to work on State premises, based upon information provided in a background check. At all times, at any facility, Contractor's personnel shall ensure cooperation with State site requirements.

2.12 PRIVACY AND SECURITY

- A. Contractor **shall** safeguard the use and disclosure of, and restrict access to, confidential information and comply with all DHS Security and Privacy policies.
- B. 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>

- C. 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.
- D. Contractor **shall** use confidential information only in a manner that is necessary to provide the services required in this solicitation.

2.13 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, 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 Vendor's control 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. Due to the nature of the service to be performed, Contractor will be paid according to the completion of designated milestones. Contractor and OP will work together to design a custom project development timeline for each project under contract. OP will use a formula to divide the total project cost into individual payments that shall become payable upon the completion of each task (milestones). (See Section 4.1.D). Payment for services will be based on the following: (1) Contractor’s completion of each project milestone by the end of each designated milestone period identified in the program development timeline and (2) Contractor’s overall service delivery under this Contract (i.e. to include satisfactory quality assurance, effective risk management, etc.) as outlined in this Solicitation Scope and Performance Standards.
- B. Payments will be made based on percentages of the fixed price per project for each milestone completion including the following:

Milestone Description	Billable Milestone Percentage
Project Kick-Off	10%
Scope of Work Draft	15%
Solicitation Finalization & Posting	20%
Questions & Answers Posted, Minimum Qualifications Validated	5%
Evaluation Materials and Evaluation Facilitation Complete *Anticipation to Award*	20%
Protest Support through Protest Determination	10%
Contract Negotiations, Legislative Approval, and Contract Execution	20%

- C. Invoices **must** be submitted for each completed milestone at the amount defined under the contract or DHS review and approval. Invoices must be approved by designated DHS staff prior to processing and may be rejected for inaccuracy or incomplete milestones.
- D. All invoices **shall** be forwarded to: dhs.op.solicitations@dhs.arkansas.gov
- E. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- F. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.
- G. Payment will be made only after Vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- H. 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.
- I. Other sections of this Bid Solicitation may contain additional requirements for invoicing.
- J. 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 thirty (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/or 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 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. 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. 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 Vendor.
- C. 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*, the *Organizational or Personal Conflict of Interest Policy* as presented in *Attachment G*, and the *Certifications and Restrictions* as presented in *Attachment H*

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. 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. 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 greater. The foregoing 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 Vendor's gross negligence or willful misconduct; 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. 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 Vendor's gross negligence or willful misconduct; 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. 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** 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 DHS Chief Procurement Officer within fourteen (14) calendar days of request.
 4. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the contract term. 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. 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 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 may be considered at the time of contract renewal.
- B. Vendor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating the reasoning for any increase. OP **shall** have the right to require the submission of 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. 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.
- 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.

SECTION 4 – SOLICITATION 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 OP 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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternative 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*. 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 written approval of OP. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. CST) 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 the 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 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 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, 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.