



**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:	710-25-055	Solicitation Issued:	March 17, 2025
Description:	Food Services – Arkansas State Hospital (ASH)		
Agency:	Department of Human Services, Division of Aging, Adult, and Behavioral Health Services		

**SUBMISSION DEADLINE**

Bid Submission Date/Time	April 2, 2025 10:00 a.m., Central Time	Bid Opening Date/Time:	April 2, 2025 11:00 a.m., Central Time
<p>Bids <b>shall not</b> be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the Vendor's responsibility to submit proposals at the designated location on or before the bid submission deadline. Bids received after the designated bid submission deadline <b>shall</b> be considered late and <b>shall</b> 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:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201  <i><b>Note: Hand delivered responses must be delivered directly to the security desk at 700 Main Street and logged by the security desk prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.</b></i>
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 <sup>th</sup> 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, 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:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0120
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	DHS Main Number:	501-682-1001
DHS Website:	<a href="#">DHS Procurement Announcements</a>		
OSP Website:	<a href="#">OSP Bid Opportunities</a>		

## **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 Aging, Adult, and Behavioral Health Services to obtain pricing and a contract for food services, including both the patient food service program and the canteen food service program, at the Arkansas State Hospital, 305 South Palm Street, Little Rock, AR 72205.

The hospital has nine (9) units and two hundred twenty-two (222) patient beds in three (3) service areas: General Adult, Forensic, and Adolescent.

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

According 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. A Term contract will be awarded to a single Contractor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is July 1, 2025. Upon agreement by the Contractor and agency, the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

### **1.4 ISSUING AGENCY**

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Prospective Contractor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page one (1) of this document. The Prospective Contractor's questions will be answered as a courtesy and at the Prospective Contractor'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 the Prospective Contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Prospective Contractor's bid or in subsequent correspondence, **shall** cause the Prospective Contractor's bid to be disqualified.

### **1.7 DEFINITION OF TERMS**

- A. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- B. 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 Prospective Contractor(s) to a resultant contract **must** sign the *Bid Signature Page*.

2. Prospective Contractor's signature on this page **shall** signify the Prospective Contractor's agreement that either of the following **shall** cause the Prospective Contractor's bid to be disqualified:
  - a. Additional terms or conditions submitted intentionally or inadvertently.
  - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
  - a. EO 98-04 Disclosure Form (Attachment A).
  - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
  - d. Combined Certifications (Attachment B).
  - e. Documentation that Prospective Contractor 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, promotional, or marketing information. **Submit one (1) hard copy and electronic copy of the *Bid Response Packet*, excluding the *Official Bid Price Sheet*. To the extent possible, all electronic files should be submitted on a flash drive as a single document in PDF format.**

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

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

### 1.9 AGREEMENT AND COMPLIANCE PAGE

- A. Prospective Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Page* is included in the *Bid Response Packet*.
- B. Prospective Contractor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

### 1.10 SUBCONTRACTORS

Prospective Contractor **must** complete and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate the Prospective Contractor's intent to utilize, or to not utilize, subcontractors. 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*. The utilization of any proposed subcontractor is subject to approval by the State agency.

### 1.11 PRICING

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

**1.12 PRIME CONTRACTOR RESPONSIBILITY**

A joint bid submitted by two (2) or more Prospective Contractors is acceptable. However, a single Prospective Contractor **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.

**1.13 INDEPENDENT PRICE DETERMINATION**

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

**1.14 PROPRIETARY INFORMATION**

- A. Documents submitted pertaining to this *Bid Solicitation* become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (see Ark. Code Ann. § 25-19-101, et seq.). In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA.
- B. Bidders may designate appropriate portions of their response as confidential, consistent with and to the extent permitted under the FOIA and any other applicable law, by submitting a redacted copy of the *Bid Response Packet*. By redacting any information contained in the *Bid Response Packet*, Bidder 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 are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). Evidence demonstrating that the bidder meets the minimum qualifications of this *Bid Solicitation* must be minimally redacted. For each redaction, bidder must provide a detailed justification as to how disclosure of the redacted information would give advantage to competitors or bidders. As the custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain prior to release. **Under no circumstances will pricing information be designated as confidential.**
- C. One (1) complete electronic copy of the redacted submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. 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 the Bidder. If a redacted copy is not provided with the *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 Bidder will be contacted prior to release of the documents. The State has no liability to a Bidder with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

**1.15 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Prospective Contractor **must not** alter any language in any solicitation document provided by the State, including the *Official Bid Price Sheet*.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

- D. Bids **must** be submitted in the English language.
- E. 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.
- F. Prospective Contractor **must** provide clarification of any information in their response documents as requested by OP.
- G. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- H. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- I. Prospective Contractors may submit multiple bids.

#### 1.16 REQUIREMENT OF ADDENDUM

This *Bid Solicitation* **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 *Bid Solicitation*. The Prospective Contractor **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>

#### 1.17 AWARD PROCESS

##### A. Contractor Selection

1. Award will be made to lowest responsible, responsive bidder on annual grand total basis. Consideration will only be given to those that bid all line items. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council, and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

##### B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. 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 Prospective Contractor 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 Prospective Contractor 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. Prospective Contractors 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 State's best interest.
4. It is the Prospective Contractor's responsibility to check the above referenced websites for the posting of an anticipated award.

##### D. Issuance of Contract

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

### 1.18 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, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

### 1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

### 1.20 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:
1. Boycott Israel (see Ark. Code Ann. § 25-1-503).
  2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105).
  3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102).
  4. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203).
- B. Contractor shall submit the signed *Attachment B: Combined Certifications for Contracting with the State of Arkansas*.

### 1.21 PAST PERFORMANCE

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

### 1.22 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. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 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, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 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.

### **1.23 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.

### **1.24 MASTERCARD ACCEPTANCE**

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

**1.25 PUBLICITY**

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

**1.26 RESERVATION**

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

**1.27 SCHEDULE OF EVENTS**

Public Notice of IFB	March 17, 2025
Date and Time for Bid Submission	April 2, 2025, 10:00 AM CST
Date and Time for Bid Opening	April 2, 2025, 11:00 AM CST
Intent to Award Announced, On or About	April 18, 2025
Contract Start (Subject to State Approval)	July 1, 2025

**1.28 STATE HOLIDAYS**

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year’s Day	January 1
Dr. Martin Luther King Jr.’s Birthday	Third Monday in January
George Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.



## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Aging, Adult, and Behavioral Health Services to obtain pricing and a contract for food services, including both the patient food service program and the canteen food service program, at the Arkansas State Hospital, 305 South Palm Street, Little Rock, AR 72205.

The hospital has nine (9) units and two hundred twenty-two (222) patient beds in three (3) service areas: General Adult, Forensic, and Adolescent.

### **2.2 SERVICE DELIVERY LOCATION**

All services **must** be provided within the agreed upon work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

Address:

Arkansas State Hospital  
305 South Palm St.  
Little Rock, AR 72205

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

### **2.3 MINIMUM QUALIFICATIONS**

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

- A. The 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 Prospective Contractor **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See Section 1.8 Response Documents.
- C. The Prospective Contractor **must** be capable of providing breakfast, lunch, dinner, snack, and sack lunch services seven (7) days a week, including holidays and inclement weather. For verification purposes, the Prospective Contractor **shall** complete the Attachment H – Client History Form.
- D. The Prospective Contractor **must** have three (3) years of experience in institutional food services of equivalent size and be capable of meeting the needs of the Arkansas State Hospital as outlined in this IFB. For verification purposes, the Prospective Contractor **shall** complete the Attachment H – Client History Form.
- E. The Contractor **shall** provide a qualified dietitian that will work on-location at Arkansas State Hospital on a full-time basis. The dietitian **must** be licensed by the Arkansas Dietetics Licensing Board (ADLB). For verification purposes, the Prospective Contractor **must** provide a copy of the dietitian's licensure with bid submission.
- F. The Prospective Contractor(s) **must** participate in a mandatory site visit to better evaluate the food service needs and requirements of the Arkansas State Hospital. Appointments **must** be made with the ASH Administrator or Designee (contact information found in *Attachment I – Site Visit Verification Form*) prior to any walkthrough, and the Prospective Contractor **must** be accompanied by the administrator or designee(s) during the walkthrough. For verification purposes, the Prospective Contractor **must** provide, with bid submission, the signed and completed *Attachment I – Site Visit Verification Form*. The form **must** be signed by the Prospective Contractor and the ASH Administrator or Designee.

### **2.4 SCOPE OF WORK**

A. Staffing

1. The Contractor **shall** provide and maintain adequate staffing to fulfill all requirements as outlined in this IFB, including providing additional qualified dietitian(s) if the need arises.

2. The Contractor **must** have a plan in place to prevent disruption to operations/service in the event of inclement weather, emergency, or other unforeseen circumstances.

#### B. Menu

1. The dietitian **shall** generate menus based on nutritional recommendations from the [National Academy of Sciences](#). Menu items **must** be selected and cooked to minimize health hazards, such as food allergies.
  - a. The dietitian **shall** solicit and consider feedback from ASH staff and patients to improve the consumption experience.
  - b. Menu selection **shall** alternate to prevent meal boredom, including seasonal menu items.
2. The Contractor **shall** work with ASH staff to create a “cost-neutral” menu of meal replacements for special events, such as holiday cookouts. The cost of meal replacements **shall not** exceed the cost of the regularly served meal.
3. The Contractor shall work with ASH staff to develop a menu of items for special occasions, which shall include the items that are available and pricing. These items may be snacking items rather than a full meal. E.g. cheese dip for a Superbowl party.
4. The Contractor **shall** provide copies of menus to staff so that the menus can be posted for patients.

#### C. Preparation

1. The Contractor **must** ensure that all meals and snack items meet the standards for cleanliness, safety, quality, and quantity (i.e. portion sizes and servings) set forth by the [Arkansas Department of Health](#), the [Food and Drug Administration \(FDA\)](#), the [United States Public Health Service \(PHS\)](#)—including the [Food Code](#), [The Joint Commission](#), and the [Centers for Medicare and Medicaid Services](#). In the event of any conflict in these standards, the most stringent will apply.
  - a. All persons preparing food **shall** comply with federal, state, and local health and sanitation codes. In the event of any conflict in these codes, the most stringent will apply.
  - b. All meals **shall** comply with the current daily nutrient recommendations established by the [National Academy of Sciences](#), subject to physicians’ orders (See 2.4.E.2).
  - c. All food items **must** be sanitary and free of objectionable odors or signs of deterioration.
2. The Contractor **shall** prepare meals no more than twenty-four (24) hours prior to consumption and under properly controlled temperatures, in accordance with local, state, and federal health standards. The Contractor **must** ensure that meals maintain temperatures until served.
3. The Contractor **shall** prepare and cook meals in the main kitchen area onsite at ASH. The kitchen area **shall** be maintained and cleaned in compliance with all applicable local, state, and federal health and safety regulations.

#### D. Training

1. The dietitian **must** provide quarterly group training sessions—four (4) times a year—to educate patients about healthy nutrition and diet.

#### E. Patient Food Service Program

1. The Contractor **shall** provide breakfast, lunch, and dinner with beverages and one (1) snack—seven (7) days a week for ASH patients, unless otherwise prescribed by a doctor.
  - a. Food **must** be served on time according to unit schedule.
  - b. Food **shall** be handed off to ASH staff for serving to patients.
2. The Contractor **shall** receive and strictly follow physician’s dietary orders through the Electronic Health Record (EHR) system upon patient admission and as needed during hospital stay.
3. The Contractor **shall** be responsible for maintaining, cleaning, and sanitizing the dining area in compliance with all applicable local, state, and federal health and safety regulations.
  - a. Tabletops **must** be cleaned with soap and water following each meal.

- b. Food particles and beverage spills **must** be cleaned following each meal.
- c. Spills causing a potential safety hazard **must** be guarded to prevent an accident and cleaned as soon as possible.

F. Canteen Food Service Program

1. Contractor **shall** prepare meals for breakfast, lunch, and dinner seven (7) days a week for purchase by staff, visitors, and occasionally patients.
2. The Contractor **shall** be responsible for maintaining, cleaning, and sanitizing the dining area in compliance with all applicable local, state, and federal health and safety regulations.
  - a. Tabletops must be cleaned with soap and water following each meal.
  - b. Food particles and beverage spills **must** be cleaned following each meal.
  - c. Spills causing a potential safety hazard **must** be guarded to prevent an accident and cleaned as soon as possible.

G. Special Events and Special Occasions

1. The Contractor **shall** provide food and food products—including meals, snacks, tableware, and/or condiments, etc.—for special occasions as requested by applicable departments, after approval from ASH.
2. ASH reserves the right to request meal replacements for special events not to exceed the original bid price. The Contractor must provide a menu of meal replacement options for ASH to select from (see 2.4.B.3).

H. Estimated Meal Quantities

1. The table below provides estimated quantities for State fiscal year 2026 based on quantities from previous years. Quantities may not be exact.

SFY 2026	
Patient Food Service Program (1 each for ASH patients)	Estimated Daily Quantity
Breakfast with beverage	220/day
Lunch with beverage	220/day
Dinner with beverage	220/day
Snack	220/day
1 Extra Serving of non-starch vegetables	127/day
1 Extra serving of protein	33/day
Other Requirements (monthly)	Approximate Monthly Quantity
Sack lunches for ASH patients (new admits, etc.)	32/month
Food for Special Occasions	350/month

**2.5 ACCEPTANCE STANDARDS**

Inspection and acceptance/rejection of product(s) will be made upon receipt. ASH has the option to reject any product(s) upon receipt for any reason. The Contractor must replace any rejected product(s) at no additional cost. Bid must include a “total satisfaction” policy for all products and must not impose any liability on the State for such rejections.

**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 acceptable standards a Contractor **must** meet to avoid assessment of damages. 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.

- B. 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 Contractor's input so as to establish reasonably achievable standards.
- C. All changes made to the Performance Standards **shall** become an official part of the contract. Performance Standards **shall** continue throughout the term of the contract. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- D. In the event a Performance Standard is not met, the Contractor 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 Contractor'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.
- E. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

**SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

- **Do not provide responses to items in this section.**

**3.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to: [dhsashaccountspayable@dhs.arkansas.gov](mailto:dhsashaccountspayable@dhs.arkansas.gov)
- B. Invoices **must** be submitted by the 7<sup>th</sup> day of the following month and must be itemized with a detailed budget of all costs and subject to approval by DHS.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The Contractor 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. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- E. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/vendor/index.html>.

**3.2 GENERAL INFORMATION**

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/Lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - 1. The right to possession.
  - 2. The right to accrued payments.
  - 3. The right to expenses of deinstallation.
  - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
  - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.

2. The contract has required the State to carry insurance for such risk.

### 3.3 CONDITIONS OF CONTRACT

- A. The Contractor **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. The Contractor 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 Contractor.
- B. The Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, Business Associate Agreement as presented in Attachment F, Organizational or Personal Conflict of Interest policy as presented in Attachment G, and Combined Certifications in Attachment B.

### ALL CONTRACTOR 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 Contractor-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 Contractor **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 Contractor-owned items.
- B. The Contractor'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 Contractor; 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 Contractor 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 Contractor; 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 Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

### 3.5 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
  1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.
  2. The State **shall** require additional performance bond protection when a contract price is increased or modified. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
  3. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.

4. 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 Contractor **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 Contractor **must** provide to the OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase. Increases **shall not** be considered to increase profit or margins. OP **shall** have the right to approve or deny the request.

### 3.8 CONFIDENTIALITY

The Contractor, Contractor's subsidiaries, and Contractor'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 which they may become aware of 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. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

### 3.9 CONTRACT INTERPRETATION

Should the State and Contractor 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 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 the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas 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 Contractor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to 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 the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.



11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The 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 the 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. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize 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. The Contractor **must** give written notice to the 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:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*; (2) delivery and acceptance of the commodities; (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission, which **shall** have exclusive jurisdiction over all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even if the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the

Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 25. CONTINGENT FEE:** The Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.