



# 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:	710-25-057	Solicitation Issued:	April 16, 2025
Description:	Physical Therapy Services for Southeast Arkansas Human Development Center (SEAHDC)		
Agency:	Department of Human Services, Division of Developmental Disabilities		

SUBMISSION DEADLINE			
Bid Submission Date/Time	May 21, 2025-10:00 am, CST	Bid Opening Date/Time:	May 21, 2025-11:00 am, CST
Bids <b>shall not</b> be accepted after the designated bid submission deadline. 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 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.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	<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>
Commercial Carrier (UPS, FedEx or USPS Exp):	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 <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:	Susie Taylor	Buyer's Direct Phone Number:	501-682-9603
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 Disabilities Services (DDS) to obtain pricing and a contract to provide onsite physical therapy services to clients with developmental disabilities at the Southeast Arkansas Human Development Center (SEAHDC), located in Warren, Arkansas.

### **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 Term contract will be awarded to a single vendor. The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is November 1, 2025. Upon agreement by the vendor and agency the contract may be renewed by 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.

Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

### **1.4 ISSUING AGENCY**

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page two of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

### **1.5 BID OPENING LOCATION**

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

### **1.6 DEFINITION OF REQUIREMENT**

The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory. Exceptions taken to any Requirement in this *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**

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 Section 1.10 Clarification of Bid Solicitation.

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 vendor(s) to a resultant contract **must** sign the *Bid Signature Page*. 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*.
2. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*:
  - a. Attachment A – Executive Order 98-04 Disclosure Form
  - b. Copy of Vendor's *Equal Opportunity Policy* (see Section 1.20 Equal Opportunity Policy)

- c. Signed addenda to this IFB, if applicable (see Section 1.17 Requirement of Addendum)
- d. Attachment H - Combined Certifications for Contracting with the State of Arkansas
- e. Documentation that vendor meets the minimum qualifications outlined in this IFB (see Section 2.3 Minimum Qualifications)

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

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

Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file. Both copies of the *Official Bid Price Sheet* 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 or electronic copies of the *Bid Response Packet*.

### 1.9 AGREEMENT AND COMPLIANCE PAGE

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

### 1.10 CLARIFICATION OF BID SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by **4:00 p.m., Central Time on April 23, 2025**. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. Attachment B – Response Template **must** be used to submit 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 May 2, 2025. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

### 1.11 SUBCONTRACTORS

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. 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.

### 1.12 PRICING

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

### 1.13 PRIME CONTRACTOR RESPONSIBILITY

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

### 1.14 INDEPENDENT PRICE DETERMINATION

- 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. 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 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.

### 1.16 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP. Vendor **must** provide clarification of any information submitted in the *Bid Response Packet* if requested by OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State, including the *Official Bid Price Sheet*. Bids **must** be submitted in the English language. Bids **must** meet or exceed all defined specifications, terms, and conditions set forth in this *Bid Solicitation* and Arkansas law. Vendors may submit multiple bids.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract. 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.

### 1.17 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 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

Award will be made to the lowest responsible, responsive bidder based on hourly rate. 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. Pursuant to Ark. Code Ann. § 19-11-265, any material changes to the resulting contract are subject to review by the Legislative Council.

B. Negotiations

The State may, at its sole discretion, choose to conduct negotiations with the lowest responsive bidder. 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

Once an anticipated awardee has been determined, the anticipated award will be posted on the following websites:

<https://humanservices.arkansas.gov/do-business-with-dhs>  
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the State's best interest. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

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

### 1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

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

B. A woman-owned business is defined by Ark. Code Ann. § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the vendor should include its Certification Number on the *Bid Signature Page*.

### 1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY

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

### 1.21 COMBINED CERTIFICATIONS

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

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).

**1.22 PAST PERFORMANCE**

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

**1.23 MASTERCARD ACCEPTANCE**

Awarded vendor 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.

**1.24 PUBLICITY**

Vendors **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 vendor's bid to be disqualified.

**1.25 RESERVATION**

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

**1.26 SCHEDULE OF EVENTS**

Public Notice of IFB	April 16, 2025
Deadline for Receipt of Written Questions	April 23, 2025
Response to Written Questions, On or About	May 2, 2025
<b>Date and Time for Bid Submission Deadline</b>	<b>May 21, 2025 @ 10:00 a.m., CST</b>
Date and Time for Bid Opening	May 21, 2025, @ 11:00 a.m., CST
Intent to Award Announced, On or About	June 6, 2025
Contract Start (Subject to State Approval)	November 1, 2025

**1.27 STATE HOLIDAYS**

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

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

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

**SECTION 2 – MINIMUM REQUIREMENTS****2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Disabilities Services (DDS) to obtain pricing and a contract to provide onsite physical therapy services to clients with developmental disabilities at the Southeast Arkansas Human Development Center (SEAHDC), located in Warren, Arkansas.

The SEAHDC is 24/7 Intermediate Care Residential Facility. SEAHDC has a current capacity of ninety-six (96) clients with approximately ninety percent (90%) of those clients receiving physical therapy services. SEAHDC requires the services of one (1) physical therapist.

Note: All DHS facilities are designated as non-smoking. All Human Development Centers are tax exempt.

**2.2 SERVICE DELIVERY LOCATION**

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

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

**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. Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), or other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. Bidders **must** include a copy of all required licensure and certification documents in the *Bid Response Packet* (see Section 1.8 Response Documents).
- C. The **Physical Therapist must** be licensed and regulated by the Arkansas State Board of Physical Therapy and **must** have a minimum of three (3) years of experience providing services to individuals with intellectual disabilities in a long-term care facility setting.

**2.4 SCOPE OF WORK****A. Provision of Care**

The Physical Therapist (PT) shall provide direct and indirect patient care at the SEAHDC to ensure continuity of care. Physician's orders shall be required before the PT can provide services to patients.

"Direct patient care" means screening, evaluation, and therapy services conducted with facility residents and potential admissions.

"Indirect patient care" means all other service requirements including without limitation:

- Continuing education including but not limited to Non-Abusive Psychological and Physical Intervention (NAPPI), Cardiopulmonary Resuscitation (CPR), training, and orientation
- Travel (mileage, lodging, etc.) will not be billable as services provided
- Documentation to meet reporting requirements
- Attendance at Interdisciplinary Treatment Team meetings
- Administrative services required under state laws governing Long Term Care Facilities and DHS/DDS policies.

Physical therapy services must be provided in compliance with Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IDD) regulations and the Commission on Accreditation of Rehabilitation Facilities (CARF) standards.

SEAHDC will purchase all equipment necessary for the provision of physical therapy services, but the PT shall be responsible for assessing facility and patient equipment needs and providing SEAHDC with reasonable assistance

in researching and completing the paperwork necessary to purchase any required equipment at the lowest price that meets minimum specifications.

B. Training

As determined necessary by the SEAHDC, The PT must train SEAHDC staff involved in the care of resident(s) served through physical therapy techniques. PT provided training must emphasize interventions and techniques to restore, maintain, and prevent regression of physical/cognitive functioning of the patient/residents. The PT shall consult with staff to plan appropriate activities/exercises, self-help skills, and use of special rehabilitation equipment.

C. Evaluation

The PT shall perform an evaluation on each physician-referred patient. Within fourteen (14) calendar days of receiving the referral, the PT must provide the following services:

- Administer any needed testing
- Complete the interpretation
- Recommend a course of treatment
- Provide a report summarizing the findings of the evaluation

Physical therapy plans shall be developed in compliance with ICF/IID regulations and CARF standards in conjunction with the client's Interdisciplinary Team.

D. Reporting Requirements

The PT shall generate, in compliance with ICF/IID regulations and CARF standards, the following documentation:

- Progress reports
- Treatment plans
- Short-term goals and objectives
- Long-range goals and objectives
- Discharge planning, and show demonstrated need for the person to continue services.

Such records shall remain the property of the SEAHDC.

E. Meetings

The PT shall be required to attend annual Individual Program Planning (IPP) sessions for each resident, specially-called Interdisciplinary Team meetings due to changes in client condition, medical staff meetings (monthly), and conferences (semi-annually) as required by the SEAHDC. Costs associated with required attendance at conferences will be covered by the SEAHDC.

F. Additional Specifications

1. The PT **must** perform functions as specified by the SEAHDC, in accordance with all Federal, State, and institutional procedures, policies, guidelines, administrative orders, directives, and applicable regulations, including the Health Insurance Portability and Accountability Act (HIPAA) as applicable to the SEAHDC.
2. The PT **must** immediately notify the SEAHDC administrator of any changes in PT licensure.
3. The PT **shall** participate in the SEAHDC new employee orientation program prior to providing services. The PT **shall** provide the facility with a copy of his or her criminal background check, drug screening, and TB skin test and **must** be cleared for work at the SEAHDC prior to his or her attendance at orientation.
4. The PT **must** submit to regular TB skin tests at a frequency specified by the SEAHDC. The PT **must** maintain a current negative TB skin test or provide certification from a licensed physician that PT is TB-free at all times throughout the contract term.

## 2.5 CRIMINAL BACKGROUND CHECKS

Contractor **shall** comply with Ark. Code Ann. §§ 17-3-102 and 17-95-307, or any amendments thereto which requires all licensed professionals to have a criminal history check. Contractor **must** have both an Arkansas Child Maltreatment Central Registry check and an Arkansas Adult Maltreatment Central Registry check. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded



report from the Child Maltreatment Central Registry or the Adult Maltreatment Central Registry, the applicant/employee shall be immediately disqualified.

## 2.6 INSURANCE REQUIREMENTS

Prior to contract award, the selected Vendor **must** furnish an approved "Certificate of Insurance" and **must** maintain insurance coverage for the contract duration. The insurance coverage shall not be modified without DHS approval. Vendor shall maintain insurance in the minimum amounts of:

- \$1,000,000 per occurrence,
- \$3,000,000 aggregate, for professional liability, negligence, errors and omissions and public liability.

The insurance **must** have limits sufficient to cover losses resulting from or arising out of Vendor's action or inaction in the performance of the contract by Vendor, its agents, servants, employees, or subcontractors. The insurance **shall** cover and continue to cover all occurrences during the contract term and any extensions thereof.

All insurance policies **shall** be obtained from an insurance company licensed to do business in the State of Arkansas. DHS **must** be notified not less than forty-five (45) days in advance of any non-renewal, cancellation, or expiration of the Vendor's insurance policy. In the event of non-renewal, Vendor **shall** provide DHS with an insurance policy from another carrier at least thirty (30) days prior to the expiration of the insurance policy then in effect. DHS shall have the right to inspect Vendor's original insurance policies.

## 2.7 PERFORMANCE STANDARDS

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.

The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to Performance Standards will be made in good faith following acceptable industry standards and may include Vendor's input so as to establish reasonably achievable standards. All changes made to the Performance Standards **shall** become an official part of the contract and **shall** continue throughout the contract term.

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract. In the event a Performance Standard is not met, 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 State's best interest. In these instances, the State **shall** have final determination of the performance acceptability. Should any compensation be owed to the agency due to the assessment of damages, Vendor **shall** follow the agency's direction regarding the required compensation process.

## 2.8 PRIVACY AND SECURITY

Contractor **shall** ensure and maintain compliance with the most current version of the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (Ark. Code Ann. § 4-110-104), and other Federal and State privacy and security standards. 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>

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](mailto:DHS.IT.Security.Team@dhs.arkansas.gov).

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Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation. Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

### **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:

Southeast Arkansas HDC  
#1 Warren Circle  
Warren, AR 71671

-OR-

Emailed to: [Lorena.Martinez@dhs.arkansas.gov](mailto:Lorena.Martinez@dhs.arkansas.gov)

- B. 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 Vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. 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. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- D. 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. A contract **shall not** be effective prior to award being made by a State Procurement Official. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas. The laws of the State of Arkansas **shall** govern this contract. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and/or damages. The State **shall not** pay damages, legal expenses, or other costs and/or expenses of any other party. 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.
- C. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a thirty (30) day written notice to the vendor/lessor in the event funds are not appropriated. The State **shall not** continue a contract once any equipment has been repossessed.
- D. 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, Organizational or Personal Conflict of Interest policy as presented in Attachment G, and Combined Certifications 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. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. Vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks, or trade secrets; to claims for personal injury or damage to property caused by 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, trademarks, 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**

Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:

- A. 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 its protection. Such performance bond must be provided to DHS prior to signing the contract.
- B. 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.
- C. 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. 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

Price increases will be considered at the time of contract renewal. Vendor **must** provide a written request for the price increase to OP. 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

Vendor, Vendor's subsidiaries, and employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware while providing services under a resulting contract. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

### 3.9 CONTRACT INTERPRETATION

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached the determination of the State **shall** be final and controlling.

### 3.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause if Contractor fails to perform its obligations by giving Contractor written notice specifying the terms of 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 Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation Contractor has provided commodities or services which the State has accepted and there are no funds legally available to pay for the commodities or services, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

### 3.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the 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*. 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. 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 Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the 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 Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the 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 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:** Contractor **shall** be paid upon completion of all 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; and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to Contractor hereunder or in contemplation hereof or developed by Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** Contractor **must** agree to indemnify and hold the State harmless from all claims, damages, and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("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 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.