



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

Solicitation Number:	710-26-033	Solicitation Issued:	January 15, 2026
Description:	Physical Therapy Services for Southeast Arkansas Human Development Center (SEAHDC)		
Department:	Department of Human Services, Division of Developmental Disabilities		

SUBMISSION DEADLINE

Bid Submission Deadline Date/Time	February 17, 2026 - 12:00 p.m., CST	Bid Opening Date/Time:	February 18, 2026 -11:00 a.m., CST
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Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractor to submit proposals at the designated location on or before the bid submission deadline. Bids received after the designated bid submission deadline **shall** be considered late and **shall** be returned to the Contractor 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
	Note: Hand delivered responses must be delivered to and logged by the security desk at 700 Main Street 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.
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Solicitation name & number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION

Department Buyer:	Susie Taylor	Buyer's Direct Phone Number:	501-682-9603
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
Department Website:	DHS Procurement Announcements		

OSP Website:

[OSP Bid Opportunities](#)

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of 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 (NON-NEGOTIABLE)

According to § 19-61-802, 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 **June 1, 2026**. 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. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one (1) of this document. Contractor's questions will be answered as a courtesy and at 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 Contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in Contractor's bid or subsequent correspondence, **shall** cause Contractor's bid to be disqualified.

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in Section 1.10 Clarification of Bid Solicitation.
- B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- C. The terms "Invitation for Bid," "IFB," and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

- A. *Bid Response Packet*
The following items are submission requirements and **must** be submitted in the *Bid Response Packet*.
 - 1. A single-sided hard copy of the original *Bid Response Packet* **must** be received on or before the bid submission deadline.
 - 2. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Bid Signature Page*.
 - 3. Contractor's signature on this page signifies Contractor's agreement that either of the following **shall** cause bid disqualification:
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- a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
4. The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:
- a. *Response Signature Page*
 - b. *Proposed Subcontractors Form*
 - c. *Vendor Agreement and Compliance*
 - d. *Official Bid Price Sheet*
 - e. EO 98-04 *Contract and Grant Disclosure Form*
 - f. Signed Addenda, if applicable
 - g. Client History Form
 - h. Other documents and/or information may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
5. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, including the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**
- B. Official Bid Price Sheet (See Section 1.10 Pricing)
1. Contractor's original *Official Bid Price Sheet* **must** be submitted in **hard copy** format.
 2. 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 should be clearly marked as "Pricing."

1.9 AGREEMENT AND COMPLIANCE PAGE

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*. Contractor's signature on this page signifies 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 January 22, 2026. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on February 3, 2026.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

1.11 SUBCONTRACTORS

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

1.12 PRICING

- A. Contractor(s) **must** include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the successful Contractor but subsequently incurred in order to achieve successful operation **shall** be borne by Contractor. The *Official Bid Price Sheet* is provided as a separate attachment posted with this *Bid Solicitation*.
- B. To allow time to evaluate bids, prices **must** be valid for 180 days following the bid opening. All bid pricing **must** be in United States dollars and cents. The *Official Bid Price Sheet* may be reproduced as needed.

- C. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.

1.13 PRIME CONTRACTOR RESPONSIBILITY

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

1.14 INDEPENDENT PRICE DETERMINATION

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

1.15 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

- 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. Such information may be exempted from the Public Records Act pursuant to FOIA.
- B. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By redacting any information contained in the response, Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior to release. **Evidence demonstrating that the Prospective Contractor meets the minimum qualifications of this IFB must be minimally redacted.**
- C. **Under no circumstances will pricing information be designated as confidential.**
- D. One (1) complete electronic copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. Do not submit documents via e-mail 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. Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data. The redacted copy **shall** be open to public inspection under FOIA without further notice to Prospective Contractor.
- E. If a redacted copy of the submission documents is not provided with Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact Prospective Contractor prior to the release of documents. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 CAUTION TO VENDORS

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

C. Bids **must** be submitted in the English language. Contractors may submit multiple bids. Bids **must** meet or exceed all defined specifications, terms, and conditions as set forth in this *Bid Solicitation* and Arkansas law. Contractor **must** provide clarification of any information in their response documents as requested by OP.

D. The State **shall** have the right to award or not award a contract, if it is in the State's best interest.

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*. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to response submission. Contractor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.18 CONTRACTOR SELECTION

A. Award Determination

1. Award is expected to be made to lowest responsible, responsive bidder based on **hourly rate**. 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. The State reserves the right to determine that received costs from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the offeror to meet the requirements of the solicitation). When the State determines that pricing is potentially unrealistic or unreasonable, the State may request an offeror to clarify elements of pricing, and the offeror may be removed from consideration for a solicitation, at the sole discretion of the State.
3. 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. Discussions and Negotiations

1. The State may, at its sole discretion, conduct negotiations with the lowest-bidding, responsive and responsible bidder if:
 - a. All bids received from responsive and responsible bidders exceed available funding; or
 - b. It appears that additional savings to the state may result from negotiation.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding, responsive and responsible bidder. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in its best interest.

C. Anticipation to Award

1. Once an anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this IFB. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. 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. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the State's best interest.
2. It is the Contractor's responsibility to check the websites on page one (1) of this document for the posting of an anticipated award. These notices are anticipated awards only and are subject to protest.

D. Issuance of Contract

Any resultant contract of 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 EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Ark. Code Ann. § 19-60-104, 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. Submission of an *EO Policy* to OP is a one-time requirement. 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. 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 compliance with the requirements listed below that are relevant to the contractor’s performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, Contractor agrees and certifies it **shall** comply with all Arkansas laws applicable to the contractor’s performance under the resulting contract.

1. Boycott Israel (see Ark. Code Ann. § 25-1-503).
2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-60-105).
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).

1.21 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Ark. Code Ann. § 19-61-506 and 19 CAR § 1-527(b), 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.

1.22 PROCUREMENT CARD ACCEPTANCE (IF APPLICABLE)

Awarded Contractor should be capable of accepting the State’s authorized 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. P-card is not the exclusive method of payment.

1.23 PUBLICITY

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 bid disqualification.

1.24 RESERVATION

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

1.25 DATA LOCATION (NON-NEGOTIABLE)

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted, accessed, or stored outside the continental United States in connection with any services provided under this contract entered into under this IFB, either directly by the Contractor or by its subcontractors.

1.26 SCHEDULE OF EVENTS

Public Notice of IFB	January 15, 2026
Deadline for Receipt of Written Questions	January 22, 2026, at 4:00 pm, CST
Response to Written Questions, On or About	February 3, 2026
Bid Submission Deadline	February 17, 2026, at 12:00 pm, CST
Date and Time for Bid Opening	February 18, 2026, at 11:00 am, CST
Intent to Award Announced, On or About	March 6, 2026
Contract Start (Subject to State Approval)	June 1, 2026

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.

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. For verification purposes, 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. Contractor **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 (PT) **must** be licensed and regulated by the Arkansas State Board of Physical Therapy. For verification purposes, Prospective Contractor **must** provide copy of licensure with bid submission.
- D. The PT **must** have a minimum of three (3) years of experience providing services to individuals with intellectual disabilities and/or mental illness in a long-term care facility setting, defined as a residential setting that provides 24/7 ongoing medical care and support. For verification purposes, Prospective Contractor **must** complete Attachment H - Client History Form.

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

The 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.

In the event of a vacancy, Contractor **must** provide a temporary replacement PT within fifteen (15) calendar days of the vacancy and a permanent replacement within thirty (30) calendar days of vacancy.

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.

The PT **shall** submit a treatment form to the SEAHDC Superintendent or designee each month documenting (1) the client served, (2) date and time of service, and (3) type of service rendered. This treatment form will not be submitted to DHS with the invoice, but will be maintained by SEAHDC according to record retention policies. All reports required by this section **shall** remain the property of the SEAHDC.

E. Meetings.

The PT **shall** 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 PRIVACY AND SECURITY

- A. The Contractor shall ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, the Contractor must complete and sign a Business Associate Agreement (BAA), if applicable.
- B. The State of Arkansas Security and Privacy policies (Policies: 1001 -1003, 1053, 1074, 1095, 4001 - 4013, and 5000 - 5011) can be found at: <https://humanservices.arkansas.gov/dhs-policies/>

- C. The 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 DHSITSecurity@dhs.arkansas.gov if it is a threat to DHS systems, or the DHS Privacy Office at DHSPrivacyInvestigator@dhs.arkansas.gov for privacy concerns.
- D. The 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.
- E. The Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

2.6 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance-Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Contractor **must** meet to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Contractor'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 term of the contract.
- D. 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, 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. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the agency's direction regarding the 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:

Southeast Arkansas HDC
#1 Warren Circle
Warren, AR 71671

-OR-

Emailed to: 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 Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. 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.
- D. Contractor **shall** submit a copy of each invoice and include a supplemental report to the SEAHDC Superintendent or their designee. The report must contain the following information for each item listed in the invoice:
1. Client's name;
 2. Date;
 3. Duration of service (beginning and ending time);
 4. A description of specific services provided and the activities rendered during each session; and
 5. Any other information required by SEAHDC.
- E. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors must register on-line at vendor.ark.org.

3.2 GENERAL INFORMATION (NON-NEGOTIABLE)

- A. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- B. 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 Contractor/Lessor in the event funds are not appropriated. The State **shall not** continue a contract once any equipment has been repossessed.
- C. The laws of the State of Arkansas **shall** govern this contract. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. Any claims Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and 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 in the event that Contractor has a claim pending before the Commission. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** enter a contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.

- The right to expenses of de-installation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- F. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. 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 affects the completion of the work.
- B. Contractor agrees to the **Attachment C** - Performance Based Contracting standards, **Attachment D** - DHS Standard Terms and Conditions, **Attachment E** - Services Contract (SRV-1), **Attachment F** - the Business Associate Agreement, and **Attachment G** - Organizational or Personal Conflict of Interest policy. Do not complete and return any of the above-named attachments. They are for your information only.
- C. 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.
- D. 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.
- E. This IFB incorporates all terms in **Attachment D – General Terms and Conditions for Non-State Agency and Services Contract (SRV-1)**. The former **shall** be given priority in case of conflict between the terms.
- A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
 - Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

3.4 PERFORMANCE BONDING

- A. Contractor **shall** obtain performance bonds to protect the State's interest as follows:
1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for its protection. Such performance bond **must** be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified. Contractor **shall** submit documentation to the State's satisfaction that a performance bond has been obtained. The performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of contract execution and within one (1) calendar day of DHS request thereafter.
 3. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. 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.
- B. Contractor hereby represents and warrants to the State that there are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over Contractor or its properties, including but not limited to, the United States Bankruptcy Court as of the date on the *Response Signature Page*. Additionally, Contractor **shall** provide immediate written notice to the State of any proceeding or investigation (i) seeking to prevent the consummation of any of the

transactions contemplated by any resulting Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by Contractor of its obligations hereunder, or the validity or enforceability of any resulting Contract. The State reserves the right to disqualify Prospective Contractor(s) subject to proceedings or investigations that may materially and adversely affect Contractor's ability to perform its obligations under the contract if it deems it to be in the best interest of the State.

3.5 RECORD RETENTION

- A. 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 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.

3.6 PRICE ESCALATION

- A. Price increases may be considered at the time of contract renewal. Any request for a rate increase **must** be submitted in writing to DHS and OP six (6) months prior to renewal. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an unforeseen increased cost to Contractor and that the proposed pricing is still competitive in the marketplace. DHS **shall** have the right to require additional information pertaining to the requested increase.
- B. Increases will not be considered to increase profit or margins.
- C. DHS **shall** have the right to approve or deny the request.
- D. Medicaid Enrolled Provider Rates. For any contractors who are also enrolled Medicaid providers, such rates and any changes thereto are governed by statutory approval protocols. As such, DHS cannot unilaterally increase approved said Medicaid rates through a contract amendment. See Ark. Code Ann. §§ 20-76-112 and 20-77-110.

3.7 CONFIDENTIALITY

- A. 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 of which they may become aware during the course of providing services under a resulting contract. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- B. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 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.

3.9 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 Contractor will 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 **must** be fully performed.