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:	710-26-064	Solicitation Issued:	June 2,2026
Description:	Vehicles – Vans		
Department:	Department of Human Services, Division of Developmental Disabilities Services (DDS)		

SUBMISSION DEADLINE			
Bid Submission Date/Time	June 16, 2026, 4:00 p.m. Central Time	Bid Opening Date/Time:	June 17, 2026, 2:00 p.m. Central Time
Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the Bidders' responsibility to submit bids at the designated location on or before the submission deadline. Bids received after the submission deadline **shall** be considered late and returned to the Bidder 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 bids must be delivered to and logged by the security desk at 700 Main Street prior to the 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 8th 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. **Bidders 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 identification purposes. • Solicitation number • Date and time of bid opening • Bidder's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
Department Buyer:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0820
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS Main Number:	501-682-1001
Department Website: OSP Website:	DHS Procurement Announcements 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 Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for purchase of three (3) one (1) ton vans.

1.2 TYPE OF CONTRACT

A FIRM contract will be awarded to a single Contractor. Any resultant contract for purchase **shall** be subject to State approval processes which may include Legislative review. The anticipated date of purchase is prior to July 1, 2026.

1.3 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this IFB should be directed to the State's buyer shown on page one (1) of this document. Questions will be answered as a courtesy and at Bidder's own risk.

1.4 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.

1.5 DEFINITION OF REQUIREMENT

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

1.6 DEFINITION OF TERMS

A. The OP has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point of an item in question.

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.

1.7 RESPONSE DOCUMENTS

A. *Bid Response Packet*

The following items are submission requirements and **must** be submitted in the *Response Packet*.

1. One (1) single-sided hard copy of the original *Response Packet* **must** be received on or before the submission deadline.
2. An official authorized to bind the Bidder to a resultant contract for purchase **must** sign the *Bid Signature Page*. Signature on this page signifies Bidder's agreement that either of the following **shall** cause the bid to be disqualified:
    a. Additional terms or conditions submitted intentionally or inadvertently.
    b. Any exception that conflicts with a Requirement of this IFB.
3. 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. Attachment A - EO 98-04 *Contract and Grant Disclosure Form*
    f. Signed Addenda, if applicable
    g. Other documents and/or information as may be expressly required in this IFB. Label documents and/or information so as to reference the Bid Solicitation's item number.
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the *Response Packet*, 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 1.9 Pricing)

Submit one (1) hard copy and one (1) electronic copy, preferably on a flash drive in a single PDF file, of the original *Official Bid Price Sheet*. Clearly mark both the hard and electronic copies as "Pricing."

1.8 AGREEMENT AND COMPLIANCE PAGE

Sign the *Agreement and Compliance Page* relevant to each section of the *Bid Solicitation Document* included in the *Bid Response Packet*. Signature on this page signifies agreement to and compliance with all requirements within the designated section.

1.9 PRICING

A. Include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the successful Bidder but subsequently incurred in order to deliver the purchased goods **shall** be borne by the Bidder. The *Official Bid Price Sheet* is provided as a separate attachment posted with this IFB. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification. The *Official Bid Price Sheet* may be reproduced as needed.

B. To allow time to evaluate bids, prices **must** be valid for 180 days following the bid opening.

C. All bid pricing **must** be in United States dollars and cents. Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the IFB. "Discount from list" bids are not acceptable unless requested in the IFB.

D. 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.

1.10 INDEPENDENT PRICE DETERMINATION

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

1.11 PROPRIETARY INFORMATION (NON-NEGOTIABLE)

A. Documents submitted pertaining to this IFB become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (*see* Arkansas Code § 25-19-101, et seq.).

B. 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.

C. Bidder 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, 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 Arkansas Code § 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, Bidder **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 Bidder meets the minimum qualifications of this IFB must be minimally redacted.**

D. **Under no circumstances will pricing information be designated as confidential.**

E. 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 *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. Bidder 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 the FOIA without further notice to Bidder.

F. If a redacted copy of the submission documents is not provided with the *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 the FOIA. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact Bidder prior to the release of documents. The State has no liability to Bidder with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.12 CAUTION TO VENDORS

A. Prior to award of a contract for purchase, all communication concerning this IFB **must** be addressed through OP.

B. Do not alter the *Official Bid Price Sheet* or any language in any solicitation document provided by the State. All official documents and correspondence related to this IFB **shall** be included as part of the resultant contract for purchase.

C. Bids **must** be submitted in the English language. Bidders may submit multiple bids.

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

E. Bidders **must** provide clarification of any information in their response documents as requested by OP.

F. Bids **must** meet or exceed all defined specifications, terms, and conditions of this IFB and Arkansas law.

1.13 REQUIREMENT OF ADDENDUM

This IFB **shall** be modified only by an addendum written and authorized by OP. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the IFB. Bidders are responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening and are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda prior to response submission.

1.14 CONTRACTOR SELECTION

A. Award Determination

1. Award is expected to be made to the lowest responsible, responsive bidder based on *Grand Total Price*. Consideration will only be given to those that bid all line items.

2. The State reserves the right to determine that bid prices received from any vendor are unreasonable (too high for the requirements of the subject solicitation) or unrealistic (too low to reflect the ability of the bidder to meet the requirements of the IFB). When the State determines that pricing is potentially unrealistic or unreasonable, the State may request that the bidder clarify the pricing elements, and the bidder may be removed from consideration for the IFB at the State's sole discretion.

3. Award of a contract for purchase 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 the State determines negotiations are no longer in its best interest.

C. Anticipation to Award

1. Once an anticipated successful Bidder 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 for purchase. Bidders and agencies are cautioned that these are preliminary results only, and a contract for purchase will not be issued prior to the end of the fourteen (14) day posting period. It is the Contractor's responsibility to check the above referenced websites for the posting of an anticipated award. These notices are anticipated awards only and are subject to protest.

2. OP may waive the policy of Anticipation to Award when it is in the State's best interest.

D. Issuance of Contract

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

1.15 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Arkansas Code § 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.

B. EO Policies should be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* 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.

1.16 COMBINED CERTIFICATIONS

Pursuant to Arkansas law, a Contractor **must** certify compliance with the certification requirements listed below that are relevant to the Bidder's performance under the resulting contract and will remain so for the aggregate term of any resultant contract. Additionally, Contractor agrees and certifies they **shall** comply with all Arkansas laws applicable to the contractor's performance under the resulting contract.

A. Boycott Israel. See Arkansas Code § 25-1-503.
B. Knowingly employ or contract with illegal immigrants. See Arkansas Code § 19-60-105.
C. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code § 25-1-1102.
D. Employ a Scrutinized Company as a subcontractor. See Arkansas Code § 25-1-1203.

1.17 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Arkansas Code § 19-61-506 and OSP Rule 19 CAR § 1-527(b), a vendor's past performance with the State may be used to determine if the vendor is "responsible." Bids submitted by Bidders determined to be non-responsible **shall** be disqualified.

1.18 PROCUREMENT CARD ACCEPTANCE (IF APPLICABLE)

Awarded Contractor should have the capability 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.

1.19 PUBLICITY

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

1.20 RESERVATION

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

1.21 SCHEDULE OF EVENTS

Public Notice of IFB	June 2, 2026
Date and Time for Bid Submission	June 16, 2026 – 4:00 PM Central
Date and Time for Bid Opening	June 17, 2026 – 2:00 PM Central
Intent to Award Announced, On or About	June 12, 2026
Contract Start (Subject to State Approval)	July 1, 2026

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

The Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) is seeking to purchase three (3) vans for the purpose of transporting residents of DHS's Human Development Centers. The vehicle specifications sought are detailed in Section 2.3.

2.2 MINIMUM QUALIFICATIONS

Bidders **must** meet the following requirements:

A. Be registered to do business in the State of Arkansas and in good standing by the purchase date. Bidders **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. Include a copy of all required licensure and certification documents in the *Response Packet*. See Section 1.7 Response Documents.

B. Be licensed by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code §§ 23-112-301 and 23-112-312. Submit a current copy of the Arkansas Dealers License with bid submission.

C. At the time of bid submission, have in place all facilities, staff, and other operations necessary for providing the bid vehicle(s) listed in this IFB to DHS as required by this IFB.

2.3 SPECIFICATIONS

A. Vehicles **must** conform to all specifications referenced in this IFB and in the *Official Bid Price Sheet*. Bidder **shall** provide the proposed year, make, and model for each van on the *Official Bid Price Sheet*.

B. Required specifications:

1.	**Capacity**	
a.	Weight	One (1) – Ton
b.	Passengers	Fifteen (15)
2.	**Engine**	
a.	Fuel Type	Gasoline
3.	**Transmission/Drivetrain**	
a.	Transmission	Automatic
4.	**Doors & Windows**	
a.	Front Doors	Two (2), right and left
b.	Side Doors	Two (2) doors opening in opposite directions, on the right side –OR– One (1) sliding door, on the right side
c.	Rear Doors	Two (2) opening in opposite directions
d.	Window Tint	Deep tinted glass
5.	**Tires & Wheels**	
a.	Spare	Mounted full-size spare
6.	**Electrical**	
a.	Lights	Daytime Running Lights
7.	**Interior**	
a.	Air Conditioning & Heat	Front and Rear A/C & Heat unit, factory installed
b.	Floor	Rubber/vinyl flooring
c.	Air Bags	Head-curtain side impact air bags
d.	Seating	Vinyl Front bucket seats with console
8.	**Additional Features**	
a.	Towing	Towing package, including: • Hitch • Wiring harness • Upgraded radiator • Transmission cooler

C. Vehicles **must** be:

1. New;
2. In standard production by the manufacturer at the time of delivery;
3. An established model known for delivering strong, reliable performance over time;
4. Contain all standard features normally included by the manufacturer of the year, make, and model of the vehicles at no extra cost. Features that come standard from the factory **must not** be deleted or charged as additional options;
5. Clean with all unnecessary tags, stickers, and papers removed. Vehicles **must not** contain dealer advertisement or insignia; and
6. Meet all of the following minimum specifications prior to delivery:
   a. Be furnished with all interiors, exterior trim, and appointments listed by the manufacturer in printed specifications and literature as standard equipment.
   b. Include all standard vehicle manuals and literature.
   c. Be equipped with all safety equipment required by the State of Arkansas and applicable Federal Regulations, including A.C.A. Tit. 27, Subtit. 3. and 49 CFR Part 393.
   d. Be completely serviced, cleaned, and thoroughly inspected by the Bidder prior to delivery.
   e. Be completely lubricated.
   f. Have at least five (5) gallons of fuel.
   g. Crankcase **must** be filled with oil to the manufacturer's specifications.
   h. Engine **must** be adjusted to manufacturers' standard operating conditions.
   i. Tires **must** be inflated to manufacturer's standard tire pressure.
   j. All mechanical features **must** be in perfect operation.
   k. Front end **must** be aligned.
   l. Wheels **must** be balanced.
   m. Window price sticker **must** be affixed.
   n. License plate holders **must** be installed on the front and rear.

2.4 WARRANTY

A. From date of delivery, each vehicle **must** be accompanied with a comprehensive factory warranty including bumper-to-bumper coverage for a minimum of thirty-six (36) months or thirty-six thousand (36,000) miles, and Powertrain coverage for a minimum of five (5) years or 100,000 miles, whichever comes first.

B. The warranty **must** certify that the vehicle is of good material and workmanship and that the replacement of any part or parts that fail under normal use within the designated period, free of negligence or accident, will be promptly repaired or replaced at NO cost to DHS.

C. Bidder **shall** warrant and guarantee that the title to each vehicle is free and clear of liens and without defects, accidents, flooding, or other damage that caused an insurer to alter the title.

D. Tires are exempt from this warranty but **must** be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

2.5 INSPECTION AND TEST PROCEDURES

A. The awarded Bidder **shall** be responsible for performing all inspections required herein.

B. DHS reserves the right to make any inspections on selected vehicles deemed necessary for evaluation purposes to ensure compliance with this specification.

2.6 REGISTRATION FEES

A. In accordance with Act 484 of 2009 and Act 351 of 2011, all Arkansas motor vehicle dealers are required to print and place Temporary Buyer's Tags on all unregistered vehicles at the time of sale.

B. Temporary Tag Fees will be ascertained and added to the Vehicle Registration Certificate Form. Bidders may not charge fees higher than the established amounts.

C. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

2.7 ACKNOWLEDGEMENTS AND PAYMENTS

A. Upon delivery of the vehicles, the Bidder **shall** provide to DHS the original invoice, odometer statement, certificate of origin, and any other documentation required to license and pay sales tax on the vehicle.

B. To ensure prompt payment, Bidder **shall** provide to DHS a copy of the invoice and the signature of the agency representative on a copy of the purchase order or any other receiving document and date received to the "bill to" address.

2.8 DELIVERY: FOB DESTINATION

Deliver to:

Arkansas Department of Human Services
ATTN: Victor Eackles and Rakai Herron
108 East 7th Street
Little Rock, Arkansas 72203

A. DHS requests delivery within fourteen (14) to thirty (30) calendar days after receipt of the order. If this delivery date cannot be met, the Bidder **shall** state the alternate number of days required to deliver the vehicles. (See *Bid Response Packet*.) Failure to state the alternate delivery time obligates the Bidder to complete delivery by DHS's requested date. Extended delivery dates may be considered when in the State's best interest.

B. All deliveries **must** be coordinated and arranged with DHS during normal state work hours and within the agreed upon number of days unless otherwise arranged. The Bidder **shall** give DHS immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

C. Loss or damage that occurs during shipping, prior to the order being received by DHS, is the Bidder's responsibility. All orders should be properly transported to prevent damage.

D. DHS assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.

E. Bid prices **must** include prepaid delivery of all vehicles to DHS regardless of location within the State of Arkansas. If delivery time stated for a particular vehicle is considered excessive by DHS, the bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of the vehicle(s). If cancellation occurs, DHS may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting Bidder.

2.9 ACCEPTANCE STANDARDS

A. Inspection and acceptance or rejection of vehicles will be made within thirty (30) days of receipt. The State has the option to return any vehicles within the thirty (30) day timeframe for any reason.

B. Bid **must** include a "total satisfaction" return policy for all vehicles and **must not** impose any liability on the State for such returns.

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 provided at the time of delivery or forwarded to:

Email:
susan.jackson@dhs.arkansas.gov

Mail:
Arkansas Department of Human Services
ATTN: Susan Jackson
108 East 7th Street
Little Rock, Arkansas 72203

B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of the goods by the agency. The State **shall not** be invoiced in advance of delivery and acceptance of any goods. Payment will be made only after the Bidder has successfully satisfied the agency as to the reliability and effectiveness of the goods purchased as a whole.

C. The Bidder 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 IFB may contain additional requirements for invoicing.

D. Selected Bidder **must** be registered to receive payment and future IFB notifications. Bidders **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** continue a contract once any equipment has been repossessed.

C. Any claims the Bidder 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 the Bidder may have arising from or in connection with this Agreement. Unless the Bidder's obligations to perform are terminated by the State, the Bidder **shall** continue to provide the goods under this Agreement even in the event that the Bidder has a claim pending before the Commission. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

D. 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.

E. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party. 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.

3.3 CONDITIONS OF CONTRACT

A. The Bidder **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 for purchase which in any manner affects the provision of the goods purchased.

B. The Bidder agrees to the Attachment B - Commodity Contract, Attachment C - Organizational or Personal Conflict of Interest policy, and Attachment D - DHS Standard Terms and Conditions. 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 for purchase entered into pursuant to this IFB **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract for purchase.

E. This IFB incorporates all terms in Attachment D – *General Terms and Conditions for Non-State Agency* and Attachment B - *Commodity Contract.* The former **shall** be given priority in case of conflict between the terms.

- A bid may be rejected if the Bidder takes exception to any terms, conditions, or Requirements in this IFB. The Bidder agrees and **shall** adhere to all terms, conditions, and Requirements if selected.
- Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

3.4 RECORD RETENTION

The Bidder **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract for purchase 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.

3.5 CONFIDENTIALITY

A. The Bidder, Bidder's subsidiaries, and Bidder's employees **shall** be bound to all laws and to all Requirements set forth in this IFB concerning the confidentiality and secure handling of information of which they may become aware during the course of providing goods under a resulting contract for purchase.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract for purchase, and the State **shall** have the right to cancel the contract for purchase on these grounds.

C. Previous sections of this IFB may contain additional confidentiality Requirements.

3.6 CONTRACT INTERPRETATION

Should the State and Bidder 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.

3.7 SEVERABILITY

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

3.8 COMMODITIES

A. **QUANTITIES**: Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Bidders **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.

B. **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 Bidder to supply additional descriptive material. The Bidder **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Bidders not bidding an alternative to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.

C. **GUARANTY**: All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Bidder hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Bidder **shall** further guarantee that if the items furnished hereunder are to be installed by the Bidder, such items **shall** function properly when installed. The Bidder **shall**

guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The Bidder's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

D. **SAMPLES**: Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Bidder'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 Bidder's expense. After reasonable examination, all demonstrators will be returned at Bidder's expense.

E. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE**: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Bidder.

F. **DELIVERY ON FIRM CONTRACTS**: This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Bidder cannot meet the stated delivery, alternative delivery schedules may become a factor in an award. The OP **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Bidder.

G. **DELIVERY REQUIREMENTS**: No substitutions or cancellations are permitted without OP's written approval. Delivery **shall** be made during agency work hours only 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.

H. **STORAGE**: The ordering agency is responsible for storage if the Bidder delivers within the time required and the agency cannot accept delivery.

I. **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 Bidder. The Bidder **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.

J. **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.

K. **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 Bidder.