

STATE OF ARKANSAS  
DEPARTMENT OF HUMAN SERVICES  
INVITATION FOR BID

BID NO.: HS15-0004



## Arkansas Department of Human Services

### INVITATION FOR BID (IFB) NOTICE

The Arkansas Department of Human Services (DHS), Contract Support Section is seeking bids from vendors qualified to provide the following service/commodity.

#### PAPER AND PLASTIC

#### CONTRACT WILL BE **AWARDED BY LINE ITEM**

The deadline for bidders' questions is **JANUARY 23, 2015, at 2:00PM**. Questions must be in writing and they may be faxed to **501-404-4613** or emailed to **Karen.hicks@DHS.arkansas.gov**.

Answers to bidders' questions will be posted on the Office of State Procurement (OSP) website by **JANUARY 30, 2015, at 4:00PM**

The deadline for receipt of bids by Contract Support Section is **FEBRUARY 6, 2015, at 2:00PM**.

If you have any questions regarding this Invitation for Bid, or if you need material in a different format, such as large print, you may contact:

KAREN HICKS
DEPARTMENT OF HUMAN SERVICES
Slot W345 700 MAIN ST
PO BOX 1437
LITTLE ROCK, AR 72203
PHONE (501)682-6544
FAX (501)404-4613

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INVITATION FOR BID

BID NO.: HS15-0004

**STATE OF ARKANSAS**  
**DEPARTMENT OF HUMAN SERVICES**  
**COVER SHEET**

**Contract Support Section**

Invitation for Bid (IFB) for

PAPER AND PLASTIC

**AASIS MATERIAL GROUP #64000**

**Invitation for Bid Number:**

**HS15-0004**

**ISSUANCE DATE:**  
**JANUARY 16, 2015**

STATE OF ARKANSAS  
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<b>GENERAL INFORMATION</b>
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**Bid Overview:**

DHS, Contract Support Section, is soliciting bids from vendors to provide PAPER AND PLASTIC

The term of this contract is anticipated to be from February 21, 2015 through February 20, 2016.

The result of this bid will be a term contract. The contract may be extended for up to six (6) years in one year increments or any portion thereof as agreed upon by DHS and the vendor.

**DELIVERY: ALL ITEMS ARE FOB DESTINATION. DELIVERY IS REQUIRED 15 DAYS ARO. THIS IS NON-NEGOTIABLE.**

**INVOICE AND DELIVERY ADDRESS:**

AR STATE HOSPITAL (ASH)  
4313 W. MARKHAM  
LITTLE ROCK, AR. 72205  
CONTACT: JOHN BALDWIN  
(501) 251-6451

AR HEALTH CENTER (AHC)  
6701 HIGHWAY 67  
BENTON, AR. 72015  
CONTACT: DELBERT KESTERSON OR MAYNARD KITTRELL  
(501) 860-0605

BOONEVILLE HDC (BHDC)  
HIGHWAY 116 SOUTH  
BOONEVILLE, AR. 72927  
CONTACT: ANNE KING OR TINA OSBORNE  
(479) 675-1413OR (479) 675-1411

**PRICING**

Any requests for price increases may be considered at the time of contract renewal. All requests for increases must be documented to demonstrate an increase in cost to the vendor.

In the event of an increase in the Federal or State Minimum Wage, this contract may be renegotiated based on the number of man-hours being expended on the contract. The Contractor will be required to supply such documentation as may be considered necessary by Arkansas Department of Human Services to support a claim for higher compensation due to higher minimum wage requirements. This increase must be for all customers in all states, not applicable to this contract alone.

After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

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**Visa Acceptance:**

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

**Bids:**

Contract will be awarded by facility to the lowest responsible, responsive bidder meeting the minimum qualifications as set out herein. Low bidder will be determined by multiplying estimated quantity by the price bid, for each item listed.

**Bid Opening Location:**

All bid openings are subject to public viewing. All attendees are required to obtain security clearance upon entrance to the building. This is done by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area in the Donaghey Plaza South Building, 700 Main Street, 1<sup>st</sup> floor, Little Rock, Arkansas. The Security Officer will issue a Visitor's Badge which must be worn at all times. Before leaving the Donaghey complex, visitor shall return the Visitor's Badge to the Security Officer and his/her ID will be returned.

Visitors shall request the receptionist to contact Chorsie Burns 501-682-6327 or Karen Hicks at 501-682-6544 for more detailed directions to the bid opening location.

Bids, and any supporting documentation, if applicable, may be hand-delivered to:

**ATTN: Karen Hicks  
OFFICE OF FINANCE & ADMINISTRATION SLOT W345  
AR DEPT OF HUMAN SERVICES  
700 SOUTH MAIN  
LITTLE ROCK, AR 72201**

OR mailed by United States mail to:

**ATTN: KAREN HICKS  
OFFICE OF FINANCE & ADMINISTRATION SLOT W345  
AR DEPT OF HUMAN SERVICES  
PO BOX 1437  
LITTLE ROCK, AR 72203-1437**

OR mailed by commercial mail to:

**ATTN: KAREN HICKS  
OFFICE OF FINANCE & ADMINISTRATION SLOT W345  
AR DEPT OF HUMAN SERVICES  
112 WEST 8<sup>th</sup> STREET  
LITTLE ROCK, AR 72201**

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**Division/Office Contact:**

Contract awardee will coordinate with the following Division/Office Contract Administrator in execution of this contract:

MARY CRUZ, 501-682-6562

**Criteria for Award:**

An authorized representative of the bidder's firm must sign each bid and include the representative's title and telephone number. To be considered, all bids must meet or exceed the specifications contained in this IFB.

**Minority Business Policy:**

Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check Minority type: African American \_\_\_\_\_ Hispanic American \_\_\_\_\_ American Indian \_\_\_\_\_ Asian American \_\_\_\_\_ Pacific Islander \_\_\_\_\_ United States Service Disabled Veteran \_\_\_\_\_

Arkansas Certification number \_\_\_\_\_

**Caution to Bidder**

Bidders are cautioned to ensure that they have received or obtained and responded to any and all amendments to the bid prior to submission. There will be no amendments to an IFB 72 hours prior to the bid opening.

Amendments will be posted at the following website: <http://www.arkansas.gov/dfa/procurement/bids/index.php>

**Bid Requirements**

**BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE IFB NUMBER, DATE AND HOUR OF IFB OPENING AND VENDOR'S RETURN ADDRESS.**

**SAMPLES:**

**Samples may be submitted with your bid, but they are not required. HOWEVER; samples will be requested from the lowest three bidders. Failure to submit these samples within 48 hours WILL result in disqualification of your bid.**

**RESPONSIBILITY:**

**It is the BIDDERS responsibility to ensure that a valid email address, telephone number, and/or fax number is on your bid submission. Failure to provide an accurate means to contact the bidder will result in disqualification of your bid. Failure to respond to emails or other requests within 24 hours will result in disqualification of your bid. The only exception is the request for samples.**

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**Specifications:**

**Bidders are encouraged to include Environmentally Friendly products such as Biodegradable or Green products when possible.**

**The address (city) in the table, below, is where the particular item has been PREVIOUSLY purchased and delivered. This does not prevent the other locations listed on page 4 from ordering the items, also.**

NO	address	DESCRIPTION
1	BENTON	Tray, Food, expanded foam, hinged lid, lock closure, three compartment, non-absorbent, size: 9 3/4" x 9 1/2", 3" deep, white, <u>200 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3 ORDER BY CASE
2	L.R. & BENTON	Fork, disposable, plastic, white, Heavy weight, <u>1,000 per case</u> . BERKLEY ORDER BY THE CASE
3	L.R. & BENTON	Teaspoon, disposable, plastic, white, Heavy weight, <u>1,000 per case</u> BERKLEY. ORDER BY THE CASE
4	BENTON	Aluminum foil, heavy duty, 18" w x 500' roll, in cutter box. HFA MEDALLION 51803.
5	BENTON	Tray, Expanded Foam, meat tray, white, 12" x 16" x 5/8" deep, one section, <u>100 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. STYRO-TECH. ORDER BY THE CASE
6	BENTON	Tray, Sandwich, expanded foam, hinged lid, lock closure top, non-absorbent, 6" x 6", white, <u>500 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3 ORDER BY CASE
7	BENTON	Container, Food, 8 ounce, Expanded Foam, Squat design, approximately 3" deep, <u>1,000 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 8SJ2 ORDER BY CASE
8	BENTON	Lid, plastic, vented, to fit 8 ounce container food, expanded foam, squat design, <u>1,000 per case</u> DART 12JL ORDER BY CASE
9	BENTON	Knife, disposable, plastic, white, Heavy weight, 6.5" long, <u>1,000 per case</u> BERKLEY ORDER BY CASE
10	BENTON	Napkin, Paper, white, 1 ply, open 13" x 13", quarter fold, <u>6,000 per case</u> . SCA 3141. ORDER BY CASE
11	BENTON	Cup, 12 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Must be thick enough to prevent burns. DART 12J16, ORDER BY THE CASE
12	BENTON	Wrap, Food, P.V.C. film 18" x 1,000', in cutter dispenser box. <u>1 ROLL PER BOX/CASE</u> . ANCHOR P-18.
13	BENTON	Cup, Portion, Plastic, 2 ounce L. <u>2500 Per Case</u> . SOLO 200PC, ORDER BY THE CASE

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NO	address	DESCRIPTION
14	BENTON	Lid, Portion, Plastic, for 2 ounce portion cup. <u>2500 per case</u> DART 200PCL, 2oz LID, ORDER BY THE CASE
15	L.R., BENTON BOONEVILLE	Plate, 9 inch, expanded foam. Must be thick enough and strong enough to carry full meals including 'wet' items. <u>500 per case</u> DART 9PWQ ORDER BY THE CASE.
16	BENTON BOONEVILLE	Plate, 6 inch, expanded foam, 1,000 per case. Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3. ORDER BY THE CASE
17	BENTON BOONEVILLE	Bowl, 12 ounce, expanded foam, white, <u>1,000 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 12BWWC. ORDER BY THE CASE
18	BENTON BOONEVILLE	Bowl, 5 ounce, expanded foam, white, <u>1,250 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 5BWWC ORDER BY THE CASE
19	BOONEVILLE	Cup, Soufflé pleated paper, poly-lined. <u>5,000 per case</u> . SWEETHEART 075-2050 ORDER BY THE CASE
20	L.R. BENTON	Cup, 6 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Item must be thick enough to prevent burns. DART 6J6. ORDER BY THE CASE
21	L.R.	Bag, Paper, White, #2, 500 per bundle <u>6,000 per case</u> . DURO 80023. ORDER BY CASE
22	L.R. BOONEVILLE	Cup, 10 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Must be thick enough to prevent burns. DART 10J10. ORDER BY THE CASE
23	BENTON BOONEVILLE	Liner, Pan, 16 3/8" x 24 3/8", premium quilon 25 LB WT. <u>1,000 PER CASE</u> ORDER BY THE CASE.
24	BOONEVILLE	Foil, Aluminum, Wrap, 18" x 1000', Heavy duty, with cutter box. <u>1,000 PER CASE</u> . PACTIV 625. ORDER BY THE CASE
25	L.R.	Bag, Paper, White, #4, <u>500 per bundle</u> BRAND AND NUMBER DURO 80025 ORDER BY THE CASE
26	BENTON	8JL LID PLASTIC VENTED FITS 9 OZ TUMBLER <u>1000 PER CASE</u> BRAND AND NUMBER: DART 8JL ORDER BY CASE
27	BENTON	ALUMINUM FOIL UND SHTS 9" 10-3/4" <u>6/500CT PER CASE</u> PACTIV 711 ORDER BY THE CASE
28	BENTON	BROWN LUNCH SACKS #8 <u>500/PAC</u> BRAND AND NUMBER: DURO #108 ORDER BY THE PAC
29	L.R. BENTON	#1350 BROWN PAPER BAGS GROCERY #57 <u>500/PAC</u> BRAND AND NUMBER: DURO 80076 ORDER BY CASE
30	BENTON	SW2 SLVRWR BAGS CLR PLST ( <u>2000/BOX</u> ) BRAND AND NUMBER: ELKAY ORDER BY CASE



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**ARKANSAS DEPARTMENT OF HUMAN SERVICES**

**Bid Form**

Service/Commodity: **64000**

IFB# **HS15-0004**

**1. Name and Address of Vendor:**


**2. Name, Phone Number, Fax Number and email address of the Respondent's Contact Person:**

\_\_\_\_\_

\_\_\_\_\_

**3. Respondent's AASIS Vendor Number:**

\_\_\_\_\_

**4. Respondent proposes to do the work described in the "Scope of Work" of this IFB at the following proposed rate during the anticipated contract period:**

NO	DESCRIPTION	PRICE	UNIT	EST QUANTITY	EXTENDED PRICE
1	Tray, Food, expanded foam, hinged lid, lock closure, three compartment, non-absorbent, size: 9 3/4" x 9 1/2", 3" deep, white, <u>200 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3 ORDER BY CASE	\$	CASE	550	\$
2	Fork, disposable, plastic, white, Heavy weight, <u>1,000 per case</u> . BERKLEY ORDER BY THE CASE	\$	CASE	230	\$
3	Teaspoon, disposable, plastic, white, Heavy weight, <u>1,000 per case</u> BERKLEY. ORDER BY THE CASE	\$	CASE	500	\$
4	Aluminum foil, heavy duty, 18" w x 500' roll, in cutter box. HFA MEDALLION 51803.	\$	ROLL	50	\$
5	Tray, Expanded Foam, meat tray, white, 12" x 16" x 5/8"deep, one section, <u>100 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. STYRO-TECH. ORDER BY THE CASE	\$	CASE	50	\$

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NO	DESCRIPTION	PRICE	UNIT	EST QUANTITY	EXTENDED PRICE
6	Tray, Sandwich, expanded foam, hinged lid, lock closure top, non-absorbent, 6" x 6", white, <u>500 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3 ORDER BY CASE	\$	CASE	40	\$
7	Container, Food, 8 ounce, Expanded Foam, Squat design, approximately 3" deep, <u>1,000 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 8SJ2 ORDER BY CASE	\$	CASE	350	\$
8	Lid, plastic, vented, to fit 8 ounce container food, expanded foam, squat design, <u>1,000 per case</u> DART 12JL ORDER BY CASE	\$	CASE	400	\$
9	Knife, disposable, plastic, white, Heavy weight, 6.5"long, <u>1,000 per case</u> BERKLEY ORDER BY CASE	\$	CASE	60	\$
10	Napkin, Paper, white, 1 ply, open 13" x 13", quarter fold, <u>6,000 per case</u> . SCA 3141. ORDER BY CASE	\$	CASE	75	\$
11	Cup, 12 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Must be thick enough to prevent burns. DART 12J16, ORDER BY THE CASE	\$	CASE	8	\$
12	Wrap, Food, P.V.C. film 18" x 1,000', in cutter dispenser box. <u>1 ROLL PER BOX/CASE</u> . ANCHOR P-18.	\$	CASE	375	\$
13	Cup, Portion, Plastic, 2 ounce L. <u>2500 Per Case</u> . <u>SOLO 200PC, ORDER BY THE CASE</u>	\$	CASE	40	\$
14	Lid, Portion, Plastic, for 2 ounce portion cup, <u>2500 per case</u> DART 200PCL, 2oz LID, ORDER BY THE CASE	\$	CASE	40	\$
15	Plate, 9 inch, expanded foam, Must be thick enough and strong enough to carry full meals including 'wet' items. <u>500 per case</u> DART 9PWQ ORDER BY THE CASE.	\$	CASE	331	\$

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NO	DESCRIPTION	PRICE	UNIT	EST QUANTITY	EXTENDED PRICE
16	Plate, 6 inch, expanded foam, <u>1,000 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 90HT3. ORDER BY THE CASE	\$	CASE	35	\$
17	Bowl, 12 ounce, expanded foam, white, <u>1,000 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 12BWWC. ORDER BY THE CASE	\$	CASE	60	\$
18	Bowl, 5 ounce, expanded foam, white, <u>1,250 per case</u> . Must be thick enough and strong enough to carry full meals including 'wet' items. DART 5BWWC ORDER BY THE CASE	\$	CASE	180	\$
19	Cup, Soufflé pleated paper, poly-lined. <u>5,000 per case</u> . SWEETHEART 075-2050 ORDER BY THE CASE	\$	CASE	5	\$
20	Cup, 6 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Item must be thick enough to prevent burns. DART 6J6. ORDER BY THE CASE	\$	CASE	352	\$
21	Bag, Paper, White, #2, 500 per bundle <u>6,000 per case</u> . DURO 80023. ORDER BY CASE	\$	CASE	3	\$
22	Cup, 10 ounce, expanded foam, for hot or cold drinks, <u>1,000 per case</u> . Must be thick enough to prevent burns. DART 10J10.ORDER BY THE CASE	\$	CASE	351	\$
23	Liner, Pan, 16 3/8" x 24 3/8", premium quilon 25 LB WT. <u>1,000 PER CASE. ORDER BY THE CASE.</u>	\$	CASE	25	\$
24	Foil, Aluminum, Wrap, 18" x 1000', Heavy duty, with cutter box. <u>1,000 PER CASE.</u> PACTIV 625.ORDER BY THE CASE	\$	CASE	11	\$
25	Bag, Paper, White, #4, <u>500 per bundle</u> BRAND AND NUMBER DURO 80025. ORDER BY THE CASE	\$	CASE	4	\$

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NO	DESCRIPTION	PRICE	UNIT	EST QUANTITY	EXTENDED PRICE
26	8JL LID PLASTIC VENTED FITS 9 OZ TUMBLER <u>1000 PER CASE</u> . BRAND AND NUMBER: DART 8JL ORDER BY CASE	\$	CASE	100	\$
27	ALUMINUM FOIL UND SHTS 9" 10-3/4" <u>6/500CT PER CASE</u> PACTIV 711. ORDER BY THE CASE	\$	CASE	11	\$
28	BROWN LUNCH SACKS #8 <u>500/PAC</u> BRAND AND NUMBER: DURO #108. ORDER BY THE PACK	\$	PACK	20	\$
29	#1350 BROWN PAPER BAGS GROCERY #57 <u>500/PAC</u> BRAND AND NUMBER: DURO 80076 ORDER BY CASE	\$	CASE	200	\$
30	SW2 SLVRWR BAGS CLR PLST ( <u>2000/BOX</u> ) BRAND AND NUMBER: ELKAY. ORDER BY CASE	\$	CASE	200	\$

DELIVERY: ALL ITEMS ARE FOB DESTINATION. DELIVERY IS REQUIRED **15 DAYS ARO**. INDICATE DELIVERY TIME REQUESTED BY VENDOR\_\_\_\_\_. **IF NO TIME IS INDICATED IT IS ASSUMED THAT VENDOR WILL MAKE DELIVERY AS REQUIRED, ABOVE.** IF THE REQUESTED DELIVERY TIME IS UNACCEPTABLE, THE SUBMITTED BID MAY BE REJECTED. SEE PAGE 4 FOR DELIVERY ADDRESSES.

By my signature below, I certify that the aforementioned statements are true and correct and I am authorized by the respondent to submit this bid on his/her behalf.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

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<b>Standard INVITATION FOR BID Terms and Conditions</b>
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- 1) **GENERAL:** Any special terms and conditions included in this IFB override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

Accept as otherwise required by law, the terms and conditions are non-negotiable and will be transferred to the contract as written.

The State has determined that any attempt by any bidder to reserve the right to alter or amend the terms and conditions via negotiation is an exception to the terms and conditions that may result in rejection of the bid.

- 2) **LEGAL CONSIDERATIONS:** The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State shall be brought in the State of Arkansas's administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas.

Nothing in this contract may be construed as a waiver of the State's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

- 3) **ACCEPTANCE AND REJECTION OF BIDS:** The state reserves 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.
- 4) **BID SUBMISSION:** Bids must be submitted in time to be received by the DHS Contract Support Unit on the designated form, with attachments when appropriate, on or before the date and time specified as the deadline for receipt of bids. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his/her firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

Bids must be complete when submitted and should clearly describe the bidder's ability to meet the requirements of the Invitation for Bid (IFB). The bid proposal must include a discrete listing of cost components. In case of conflict between the bidder's proposal and the IFB, the terms of the IFB shall prevail. Failure of the contractor to accept these obligations may result in cancellation of his/her selection.

DHS is not liable for cost incurred by respondents or the eventual contractor in the preparation or submission of proposals.

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- 5) **CONFIDENTIAL INFORMATION IN THE BID:** If the bid package contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality. In responding to any requests under the Freedom of Information Act (FOI) for materials so designated, DHS shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified.
- 6) **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, the Office of State Procurement (OSP) is required to have a copy of the vendor's Equal Employment Opportunity (EEO) policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to DHS at the following e-mail address: [Karen.Hicks@Arkansas.gov](mailto:Karen.Hicks@Arkansas.gov). DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.
- 7) **PRICES:** Respondent shall bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the IFB. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the IFB.
  - The bid shall include all costs to be incurred in the provision of the service/commodity. No additional costs may be charged to DHS or clients.
  - Respondents' bid shall be arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor.
- 8) **QUANTITIES:**
  - **Term Contracts:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Respondent shall bid the 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.
  - **Firm Contracts:** Quantities stated on **firm contracts** are actual requirements of the ordering agency.
- 9) **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 10) **TAXES AND TRADE DISCOUNTS:** Respondent shall 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.
- 11) **AWARD:** Contract liability will be based on the needs of the Division/Office. This determination will be made at the sole discretion of the Division/Office.

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- **Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment or provision of service. Shipment or provision of service is authorized by the receipt of a purchase order from DHS.
- **Firm Contracts:** A written state purchase order authorizing shipment or provision of service will be furnished to the successful bidder.

12) **LENGTH OF CONTRACT:** The IFB shows the period of time the contract will be in effect.

13) **CURRENCY:** Respondent shall bid all pricing and cost in United States dollars and cents.

14) **LANGUAGE:** Respondent shall submit bid in the English language.

15) **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this IFB, the bidder, 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.

16) **CONTINGENT FEE:** The bidder guarantees that he/she has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

17) **PAST PERFORMANCE:** In accordance with provisions of State Procurement Law, R7 19-11-229 Competitive Sealed Bidding – Bid Evaluation paragraph (E)(I) & (ii): a vendor's past performance with the state may be used in evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the OSP at the time of the bid opening. Documentation may be in the form of either written or electronic report, Vendor Performance Report, memo, file or any other appropriate authenticated notation of performance to the vendor files.

Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

18) **ANTICIPATION OF AWARD:** After complete evaluation of the bid or proposal, the anticipated award(s) will be posted on the OSP website: [http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html)). The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The OSP reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State.

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- 19) **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB shall not be changed or altered except by approved written addenda issued by DHS. This does not eliminate a respondent from making exception(s) to these documents, but does clarify that the respondent cannot change the original document's written or electronic language. If the respondent wishes to make exception(s) to any of the original language, it must be submitted by the respondent in separate written or electronic language in a manner that clearly explains the exception(s). If respondent's submittal is discovered to contain alterations/changes to the original written or electronic documents, the respondent's response may be declared as "non-responsible" and the response shall not be considered.
- 20) **ETHICAL STANDARDS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
- 21) **OUTSTANDING TAX LIABILITY:** Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their bids rejected.



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**For IFB'S for Commodities Only:**

1. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the IFB 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 reserves 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 guarantees that the product offered will meet or exceed specifications identified in this IFB. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the IFB.
2. **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 IFB. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees 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 year from the date of delivery, unless otherwise specified herein.
3. **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 number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
4. **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.
5. **DELIVERY ON FIRM CONTRACTS:** The IFB will show the number of days to place a commodity in the designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. DHS has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
6. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of DHS. 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 DHS. Packing memoranda shall be enclosed with each shipment.

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7. **STORAGE:** DHS is responsible for storage if the contractor delivers within the time required and DHS cannot accept delivery.
8. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize DHS to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to DHS of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
9. **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.

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<b>Contractual Terms and Conditions</b>
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1. **INSPECTION OF WORK PERFORMED:** The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.
2. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned. Property, including intellectual property, acquired or created by the contractor as a contract deliverable, is the property of the State. The contractor shall be responsible for the proper custody and care of all state owned property; including State owned property used in connection with the performance of this contract and the contractor agrees to reimburse the State for its loss or damage due to negligence, theft, vandalism, or Acts of God.
3. **PATENTS OR COPYRIGHTS:** Except as otherwise required by law, the contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
4. **ASSIGNMENT:** Any contract entered into pursuant to this IFB is not assignable nor the duties thereunder delegable by either party without the written consent of the other party to the contract.
5. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.
6. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
7. **DISCRIMINATION:** In order to comply with the provision of A.C.A. § 25-17-101, relating to unfair employment practices, the contractor shall not discriminate against any qualified employee or qualified applicant for employment because of race, color, creed, national origin or ancestry and shall will include a similar provision binding upon all subcontractors.
8. **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.
9. **CONTRACTOR:** It is expressly agreed that the contractor, officers, and employees of the contractor or subcontractor in the performance of this contract shall act in an independent capacity and not as

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officers or employees of the State. It is further expressly agreed that the State shall exercise no managerial responsibility over the contractor nor shall this contract be construed as a partnership or joint venture between the contractor or any subcontractor and the State or the State of Arkansas. The contractor hereby represents and warrants to the State that as of the execution date of this contract:

- a. The contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this contract.
- b. There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the contractor of its obligations hereunder, or the validity or enforceability of this contract.
- c. All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this contract and the performance of the services contemplated by this contract and the fulfillment of the terms hereof have been obtained.
- d. The contractor and the executive officers of the contractor have not been the subject of any proceeding under Chapter 7 of the United States Bankruptcy Code.

10. **FORCE MAJEURE:** The contractor will not be liable for any cost to the State if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.
11. **DISPUTES:** In the event of any dispute concerning any performance by the State under the contract, the contractor shall notify the State Procurement Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c)(1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the contractor. This decision will be final and conclusive. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the State Procurement Director's instructions.
12. **PUBLIC DISCLOSURE:** Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.
13. **SUBCONTRACTS:** The contractor is fully responsible for all work performed under the contract. The contractor may, with the prior written consent of the State, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the contractor of any responsibility for performance of its duties. The contractor agrees that all subcontracts shall adhere to State policies. The contractor shall give the State immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor or any subcontractor which may result in litigation related in any way to the contract or the State.

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In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- The contractor shall require the subcontractor to complete a **Contract and Grant Disclosure and Certification Form**. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- The contractor shall include the following in the contract between the Contractor and that Subcontractor:

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 subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

14. **INDEMNIFICATION:** Except as otherwise required by law, the contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the State arising out of or as a result of:
- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
  - Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the contractor, its officers or employees in the performance of the contract;
  - Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
  - Any failure of the contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
  - The contractor shall agree to hold the State harmless and to indemnify the State for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the State may sustain as a result of the contractor's or its subcontractor's performance or lack of performance.
15. **WAIVER:** No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence. If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the State and the contractor shall be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed. If any one or more of the covenants,

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agreements, provisions or terms of this contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this contract and shall in no way affect the validity or enforceability of the other provisions of this contract.

16. **ATTORNEY'S FEES** In the event that either party to this contract deems it necessary to take legal action to enforce any provision of the contract, and the State prevails, the contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.
17. **ACCESS TO CONTRACTOR'S RECORDS:** The contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the contractor which are related to any services performed under the contract. The contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.
18. **SET-OFF:** The parties agree that the State, in its sole discretion, shall have the right to set-off any money contractor owes the State from the State's payment to contractor under this contract.
19. **STATE AND FEDERAL LAWS:** Performance of this contract by both parties must comply with State and Federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.
20. **ACCESSIBILITY ACT 1227 OF 1999:** The contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments. Accordingly, the contractor represents and warrants to the State that the technology provided to the State for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

21. **ENTIRE CONTRACT:** The parties acknowledge that each have read this contract, understand it and agree to be bound by the terms. The parties further agree that this contract is the complete

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and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

22. **SURVIVAL OF RIGHTS AND OBLIGATIONS:** The rights and obligations of the parties under this contract shall survive and continue after the ending or expiration of the term of this contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.
23. **TERM OF THE CONTRACT:** This contract may be extended in accordance with the terms stated in the procurement, by written mutual agreement of both parties and subject to approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority. The State shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.
24. **TERMS OF PAYMENT/BILLING:** Payment will be made after commodities or services are delivered, accepted, received, and invoiced according to Accounts Payable requirements. No payment will be made prior to delivery of commodities or services.
  - An original invoice must be submitted to Accounts Payable. Each invoice must include the purchase order number, if applicable.
  - The contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.
25. **TERMINATION OF CONTRACT:** The State may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days' written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the State. Payments for completed services or deliverables satisfactorily delivered to and approved by the State shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the State shall be at a price mutually agreed upon by the Contractor and the State. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the State may terminate this contract in whole or in part when the State determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.
26. **PROCEDURE ON EXPIRATION OR TERMINATION:** Upon delivery by certified mail to the contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:
  - a. Stop work under the contract on the date and to the extent specified in the Notice of Termination,
  - b. Place no further orders or enter into any additional subcontracts for services,
  - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,

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- d. Assign to the State in the manner and to the extent directed by the State representative all of the right, title and interest of the contractor in the orders or subcontracts so terminated. The State shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- e. With the approval or ratification of the State representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this contract.
- f. Transfer title to the State and deliver in the manner, at the time, and extent directed by the State representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- g. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- h. Take such action as may be necessary, or as the State representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

- 27. **TERMINATION CLAIMS:** After receipt of a Notice of Termination, the contractor shall submit to the State all outstanding claims within ten (10) working days. The Contractor and the State may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section. In the event of the failure of the Contractor and the State to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the State shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.
- 28. **CONFIDENTIALITY OF INFORMATION:** In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: [dhs-it-security@arkansas.gov](mailto:dhs-it-security@arkansas.gov).

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper



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discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

29. **RECORDS RETENTION:** The contractor agrees to retain all records for five (5) years (or six years, for protected healthcare information) after final payment is made under this contract or any related subcontract. In the event any audit litigation or other action involving these records is initiated before the end of the five or six year period, the contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five or six year period, whichever is later.
30. **AUDIT REQUIREMENT:** Contractor shall comply with the state audit requirements as outlined in "Arkansas State of Human Services Audit Guidelines". Copies may be obtained from:  
Arkansas Department of Human Services  
Office of Quality Assurance  
P.O. Box 1437 – Slot S270  
Little Rock, Arkansas 72203-1437
31. **USE AND OWNERSHIP OF SOFTWARE:** The contractor will have access to all applications software that the State requires the contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the State to incur additional costs for either hardware or software upgrades or both. Any applications software developed by the contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.
32. **LIABILITY:** In the event of non-performance of a contractual obligation by the contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the contractor will be liable to the State in full for all penalties, sanctions and disallowances assessed against the State.
33. **CRIMINAL HISTORY CHECK/CENTRAL REGISTRY CHECK:** Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 et seq, that

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employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

34. **COMPLIANCE WITH STATE POLICY ISSUANCES:** The contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the State promulgated through the Administrative Procedures Act.
35. **NOTICES:** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to the name and address of contractor's identified contact person or such other name or address as may hereafter be furnished to State in writing by the contractor.

Notices to the State should be mailed to:

ARKANSAS DEPARTMENT OF HUMAN SERVICES  
ATTN: MARY CRUZ  
PO BOX 1437, SLOT W302  
LITTLE ROCK AR 72203

36. **CERTIFICATION REGARDING LOBBYING:** The contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement. If the contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.
37. **CERTIFICATION REGARDING DEBARMENT:** The contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions).

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency if the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" without modification in all lower tier covered transactions.

Contractor certifies that the contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions).

38. **CERTIFICATION PRIOR TO AWARD:** Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at: [http://www.arkansas.gov/dfa/procurement/pro\\_index.html](http://www.arkansas.gov/dfa/procurement/pro_index.html)