



**ARKANSAS DEPARTMENT OF VETERANS AFFAIRS
501 WOODLANE DR. SUITE 230C
LITTLE ROCK, AR 72201**

ADVA2018 - 02

**REQUEST FOR QUALIFICATIONS
FOR
MEDICAL DIRECTOR SERVICES
AT ARKANSAS STATE VETERANS HOME
IN
NORTH LITTLE ROCK, ARKANSAS**

**DATE
FRIDAY, MAY 14, 2018**

**SUBMITTAL DEADLINE
9:00 AM CST**

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 **PURPOSE**

The Arkansas Department of Veterans Affairs (ADVA) issues this Request for Qualifications (RFQ) to obtain responses and a contract for Interim Medical Director Services at the Arkansas State Veterans Home in North Little Rock, AR.

The Medical Director will be responsible for the coordination and evaluation of medical care in the facility. The Medical Director will assist the Operator to identify and address healthcare issues related to the quality of care within the facility.

1.2 **TYPE OF CONTRACT**

- A. As a result of this RFQ, ADVA intends to award a contract to **a single Contractor**.
- B. The anticipated starting date for any resulting contract is August 1, 2018, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open **as irrevocable for this period**.
- C. The initial term of a resulting contract will be limited to twenty-four months (2 years) or until a full-time Medical Director is hired...whichever comes first.

1.3 **ISSUING AGENCY**

ADVA, as the issuing office, is the sole point of contact throughout this solicitation.

1.4 **BID OPENING LOCATION**

Responses will be opened at the following location:

Arkansas Department of Veterans Affairs
501 Woodlane Dr. Suite 230C
Little Rock, AR 72201

Agency Contact:
Marecia Griffin, Fiscal Manager
501-683-1630
Marecia.griffin@arkansas.gov

1.5 **ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this RFQ to be considered a responsive Prospective Contractor.
- B. Prospective Contractor's response will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ.

1.6 **DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.

- E. The terms “Request for Qualifications”, “RFQ,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- F. “Responsive” means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- G. “Response Submission Requirement” means a task a Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.
- H. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- I. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.7 **RESPONSE DOCUMENTS**

A. Original Response Packet

1. The following items are Response Submission Requirements and **must** be submitted in the original *Response Packet*.
 - a. Original signed *Response Signature Page*.
 - b. One (1) original hard copy of the response to the Information for Evaluation section included in the *Response Packet*. Response **must** be in the English language.
2. The following items should be submitted in the original *Response Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
 - b. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder’s response. (See *Pricing.*)

C. Additional Copies and Redacted Copy of the Response Packet

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
 - a. **Three (3)** complete hard copies (marked “COPY”) of the *Response Packet*.
 - b. **Four (4)** electronic copies of the *Response Packet*, preferably on flash drives. CDs will also be acceptable. Do not send electronic copies via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If ADVA requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that Prospective Contractors adhere to the following format and suggestions when preparing their response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
 - *Response Signature Page.*
 - *Proposed Subcontractors Form.*
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form.*
 - *Equal Opportunity Policy.*

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before May 03, 2018 as shown on page one (2) of this *Bid Solicitation*.
 - For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by the contact person on page (2). ADVA's consolidated written response is anticipated to be posted to the ADVA website by the close of business on May 07, 2018. If Prospective Contractor questions are unclear or non-substantive in nature, ADVA may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the Agency Contact of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.
- C. Prospective Contractors may contact the Agency Contact with non-substantive questions at any time prior to the bid opening.
- D. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.10 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.
- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be disqualified.

1.11 **PRICING**

Prospective Contractor **must not** include any pricing in their response. Pricing will be negotiated with the apparent successful Contractor after the evaluation of responses. Should the hard copies or electronic copies of their *Response Packet* contain any pricing, the response will be disqualified.

1.12 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote 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 include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's 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 Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.13 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the ADVA buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation become part of the resultant contract.
- D. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- E. As requested, provide clarification regarding Prospective Contractor's response to ADVA contact.
- F. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- G. Prospective Contractors may submit multiple responses.

1.14 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by ADVA will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.

- C. The Prospective Contractor is expected to check the ADVA and OSP websites for any and all addenda up to bid opening. The websites addresses are OSP at <http://www.arkansas.gov/dfa/procurement/bids/index.php>, and the ADVA website at <http://www.veterans.arkansas.gov>.

1.15 **QUALIFICATION AND AWARD PROCESS**

A. Successful Contractor(s) Selection

The total Score for each Prospective Contractor will be used to determine the ranking of responses.

B. Negotiations

1. ADVA will move forward to pricing negotiations with those responsible Prospective Contractors determined, based on the ranking of the responses, to be reasonably susceptible of being selected for award.
2. If the State so chooses, negotiations may be conducted to further define contractual details. Negotiations are conducted at the sole discretion of ADVA.
3. If negotiations fail to result in a contract, ADVA may begin the negotiation process with the next highest ranking Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time that ADVA decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php. The anticipated award will also be posted on the ADVA website at <http://www.veterans.arkansas.gov>.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. ADVA may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the ADVA website for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. ADVA will be responsible for award and administration of any resulting contract(s).

1.16 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

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

- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

1.17 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, ADVA is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. The submission of an *EO Policy* to ADVA 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.
- C. Prospective Contractors who are not required by law by to have an *EO Policy* **must** submit a written statement to that effect.

1.18 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with ADVA that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.19 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Response Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.20 PAST PERFORMANCE

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

1.21 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.22 PUBLICITY

- A. Do not discuss the solicitation nor your response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's response to be disqualified.

1.23 RESERVATION

The State will not pay costs incurred in the preparation of a response.

SECTION 2 – REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

It is the intent of the Arkansas Department of Veterans Affairs (ADVA) to solicit and contract with an Arkansas licensed physician to provide Medical Director services to the State Veterans Home in North Little Rock Arkansas.

The Medical Director is expected to provide medical direction and oversight for all clinical aspects of the State Veterans Home. This includes approval of all clinical policies and treatment protocols and providing physician input for continuous quality improvement processes.

The target population consists of eligible male and female Veterans, eligible dependents, and Gold Star family members who require skilled nursing facility placement.

2.2 SERVICES

- A. The Medical Director is responsible for the coordination of medical care in the facility. The coordination of medical care means that the Medical Director will help the facility obtain and maintain timely and appropriate medical care that supports the healthcare needs of the residents, is consistent with current standards of practice and helps the facility meet its regulatory requirements.
- B. The Medical Director will help coordinate and evaluate the medical care within the facility by reviewing and evaluating aspects of physician care and practitioner services.
- C. Assisting the facility to identify, evaluate and address healthcare issues related to the quality of care and quality of life of residents.
- D. Assist interviewing the credentialing and privileging process.
- E. The Medical Director is required to guide the committee about projects to improve quality of care during monthly QAPI (Quality Assurance and Performance Improvement) meetings.
- F. Medical Directors should maintain written records and e-mails documenting their relevant activities. There should be an agenda item in QAPI meetings regarding comments from the medical director.
- G. Medical Director ensures that residents have primary attending and backup physician coverage.
- H. Ensure that physician and healthcare practitioner services are available to help residents attain and maintain their highest practicable level of functioning consistent with regulatory requirements.
- I. Address and resolve concerns and issues between the physicians, healthcare practitioners and facility staff.
- J. Resolve issues related to continuity of care and transfer of medical information between the facility and other Care settings.
- K. Facilitating feedback to physicians and other healthcare practitioners about their performance and practices.
- L. 24/7 Physician coverage.
- M. Monthly review and signage of all physician orders.
- N. Review and sign all required Office of Long Term Care and United States Veterans Affairs documents for admission and financial eligibility.
- O. Review individual resident cases as requested.

- P. Reviews Consultant recommendations as needed.
- Q. Assures that residents have primary attending and backup physician coverage.
- R. The Medical Director will participate on the following committees:
 - Quality Assurance
 - Pharmaceutical
 - Infection Control
 - Resident Care policies
 - Admissions and Discharges
 - Utilization Review
 - Care plans
- S. Participate in the development of written policies, rules and regulations to govern the nursing care of and provisions for meeting the total needs of the resident.
- T. Participating in managing the environment by reviewing and evaluating incident reports or summaries of incident reports, identifying hazards to health safety, and making recommendations to the administrator.

2.3 Qualifications

- Experience in Geriatric medicine and/or general practice.
- Candidates must be Board certified
- No current or pending malpractice lawsuits
- Active state license in good standing
- Ability to delegate prescriptive authority and supervision
- Arkansas Medical license
- Medical Leadership experience
- Medical degree and postgraduate medical training from an accredited program
- Actively practicing physician
- Board Certified in his/her specialty

2.4 Schedule of Events

Approx. Date	Procurement Event or Project Activity
Apr. 13, 2018	ADVA Advertises RFQ
May 04, 2018	ADVA will issue responses to requests for clarification.
May 11, 2018	Deadline for submittal of qualifications to ADVA.
May 14, 2018	Bid opening date.
May 18, 2018	ADVA evaluates and scores submittals and notifies all respondents of the consultants selected for oral presentations and interviews.
Jun. 04, 2018	Interviews held and scored at Arkansas State Veterans home in North Little Rock. ADVA ranks all physicians interviewed and selects best qualified.
Jun. 05, 2018	ADVA notifies all interviewees of physician selected for negotiation.
Jun. 11, 2018	ADVA and physician selected negotiate contract term and fees.
Jul. 03, 2018	Deadline for submittal of Contract to DF&A
Jul. 13, 2018	DF&A review of contracts (DF&A will forward contracts to Legislature).
Jul. 18, 2018	Contract reviewed by Legislative Council Review Committee.

Jul. 20, 2018	Contract reviewed by Arkansas Legislative Council.
Jul. 27, 2018	Contract approved by DF&A and returned to ADVA.
Aug. 01, 2018	Contract issued

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Veterans Affairs
501 Woodlane Dr. Suite 230C
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Prospective Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 GENERAL INFORMATION

A. The State will not:

1. Pay damages, legal expenses, or other costs and expenses of any other party.
2. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
3. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

C. The laws of the State of Arkansas govern this contract.

D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 **CONDITIONS OF CONTRACT**

- E. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- F. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. The Medical Director shall maintain malpractice and professional liability insurance during the term of this agreement and any renewals thereof as is necessary to protect the Director against any claims, liabilities, damages, or judgements which may arise out of Director's performance of its professional obligation under this contract.
- B. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to ADVA a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. ADVA has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. ADVA has the right to approve or deny the request.

3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 CANCELLATION

- G. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments to the contract](#) and avoid the cancellation for cause upon mutual agreement.
- H. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- I. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.9 SEVERABILITY

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **AMENDMENTS:** Contractor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
6. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. **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. Services are authorized by the receipt of a purchase order from ADVA.
7. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) proper and legal processing of the invoice by ADVA. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
8. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
9. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
10. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim.
NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.
11. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
12. **CONTINGENT FEE:** The Contractor guarantees that he 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 Contractor for the purpose of securing business.
13. this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
14. **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.