



# STATE OF ARKANSAS

Department of Human Services  
Office of Procurement  
700 Main Street  
Little Rock, Arkansas 72201

## INVITATION FOR BID BID SOLICITATION DOCUMENT

### SOLICITATION INFORMATION

Bid Number:	710-25-036	Solicitation Issued:	August 4, 2025
Description:	Furniture		
Agency:	Department of Human Services, Division of Disabilities Services		

### SUBMISSION DEADLINE

Bid Submission Date/Time	August 27, 2025 1:00 p.m., Central Time	Bid Opening Date/Time:	August 27, 2025 2:00 p.m., Central Time
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Bids **shall not** be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.

### DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	<b>Note: Hand delivered responses must be delivered directly to the security desk at 700 Main Street and logged by the security desk prior to the bid submission deadline to be accepted otherwise these deliveries will not be accepted and may be disqualified. Receipts for submissions will NOT be issued to bidders.</b>
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437  Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201  Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

### OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0120
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	DHS Main Number:	501-682-1001
DHS Website:	<a href="#">DHS Procurement Announcements</a>		
OSP Website:	<a href="#">OSP Bid Opportunities</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for the purchase of furniture.

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT (NON-NEGOTIABLE)**

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

### **1.3 TYPE OF CONTRACT**

- A. A Term contract will be awarded to a single vendor.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is December 21, 2025. Upon agreement by the vendor and agency the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

### **1.4 ISSUING AGENCY**

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

### **1.5 BID OPENING LOCATION**

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

### **1.6 DEFINITION OF REQUIREMENT**

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

### **1.7 DEFINITION OF TERMS**

- 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. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB" and "Bid Solicitation" are used synonymously in this document.

### **1.8 RESPONSE DOCUMENTS**

- A. *Bid Response Packet*
  - 1. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*.
  - 2. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's bid to be disqualified:

- a. Additional terms or conditions submitted intentionally or inadvertently.
  - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*:
- a. EO 98-04 Disclosure Form (Attachment A).
  - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
  - d. Combined Certifications (Attachment C).
  - e. Documentation that vendor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

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

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

**1.9 AGREEMENT AND COMPLIANCE PAGE**

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

**1.10 CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on August 8, 2025. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on August 15, 2025.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

**1.11 SUBCONTRACTORS**

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

**1.12 PRICING**

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

**1.13 PRIME CONTRACTOR RESPONSIBILITY**

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

**1.14 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the vendor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
  - 1. The prices in the bid have been arrived at independently, without collusion.
  - 2. No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

**1.15 PROPRIETARY INFORMATION (NON-NEGOTIABLE)**

- A. Documents submitted pertaining to this *Bid Solicitation* become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (see Ark. Code Ann. § 25-19-101, et seq.).
- B. In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may be exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under FOIA and any other applicable law by submitting a redacted copy of the response. By redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). The Arkansas FOIA has a presumption of openness. It is to be liberally interpreted, and exemptions are to be narrowly construed. For each redaction, Prospective Contractor **must** provide detailed justification as to how disclosure of the redacted information would give advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain redaction prior release. **Evidence that demonstrates that the Prospective Contractor meets the minimum qualifications of this RFP must be minimally redacted.**
- D. **Under no circumstances will pricing information be designated as confidential.**

- E. One (1) complete electronic copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Technical Proposal Packet. Do not submit documents via e-mail or fax.
- F. 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.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy shall be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- I. If a redacted copy of the submission documents is not provided with Contractor's Technical Proposal 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).
- J. The State will release any redacted information deemed to be subject to FOIA; the State will **not** contact the Prospective Contractor prior to the release of documents.
- K. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.16 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- J. Vendors may submit multiple bids.

#### 1.17 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:  
<https://humanservices.arkansas.gov/do-business-with-dhs>  
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

**1.18 AWARD PROCESS****A. Vendor Selection**

1. Award will be made to lowest responsible, responsive bidder based on *annual grand total*. Consideration will only be given to those that bid on all line items. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

**B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

**C. Anticipation to Award**

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the following websites:  
<https://humanservices.arkansas.gov/do-business-with-dhs>  
<https://www.arkansas.gov/dfa/procurement/bids/index.php>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

**D. Issuance of Contract**

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

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

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-disabled Veteran as designated by the United States Department of Veterans Affairs
- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

**1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the OP is a one-time requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

**1.21 COMBINED CERTIFICATIONS**

- A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:
  - 1. Boycott Israel. See Arkansas Code Annotated § 25-1-503.
  - 2. Knowingly employ or contract with illegal immigrants. See Arkansas Code Annotated § 19-11-105.
  - 3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. See Arkansas Code Annotated § 25-1-1102.
  - 4. Employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.
- B. Contractor shall submit signed Attachment C Combined Certifications for Contracting with the State of Arkansas.

**1.22 PAST PERFORMANCE**

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

**1.23 MASTERCARD ACCEPTANCE**

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

**1.24 PUBLICITY**

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's bid to be disqualified.

**1.25 RESERVATION**

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

**1.26 SCHEDULE OF EVENTS**

Public Notice of IFB	August 4, 2025
Deadline for Receipt of Written Questions	August 8, 2025
Response to Written Questions, On or About	August 15, 2025
Date and Time for Bid Submission	August 27, 2025, 1:00 p.m. CT
Date and Time for Bid Opening	August 27, 2025, 2:00 p.m. CT
Intent to Award Announced, On or About	September 12, 2025
Contract Start (Subject to State Approval)	December 21, 2025

**1.27 STATE HOLIDAYS**

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

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

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

## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of Developmental Disabilities Services (DDS) to obtain pricing and a contract for the purchase of furniture.

### **2.2 SERVICE DELIVERY**

- A. The Contractor shall furnish all items to be delivered under this Contract Freight on Board (FOB) Destination. Loss or damage that occurs during delivery, prior to the order being received by DHS, is the Contractor's responsibility. Each order must be properly packaged to prevent damage during delivery
- B. The Contractor **must** deliver furniture, uncrate, and set furniture as directed by DHS to the location listed below. Unless otherwise pre-approved by DHS, Contractor **shall** provide Inside Delivery of all furniture during normal operating hours Monday – Friday between 8:00 a.m. and 4:00 p.m. Central Time.  
Conway Human Development Center – Loading Dock  
150 E. Siebenmorgen Rd  
Conway, AR 72032
- C. Delivery **must** be received within eight (8) weeks of the purchase order date unless otherwise approved by DHS. The Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the delivery requirement. Extended delivery dates may be considered when in the best interest of the State
- D. If this delivery date cannot be met, the Prospective Contractor may propose an alternate delivery date. If proposing an alternate delivery date, Contractor **must** state the alternate number of days required for delivery in the space provided on the Official Bid Price Sheet. Failure to state the alternate delivery time obligates the Contractor to complete delivery by DHS' requested date.
- E. DHS assumes no liability for commodities produced, processed, or delivered in excess of the amount specified on the purchase order.

### **2.3 MINIMUM QUALIFICATIONS**

Contractor **must** meet the following requirements:

- A. The Contractor **must** be registered to do business in the State of Arkansas and in good standing by the initial start of any resulting contract. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. Contractor **must** provide furniture that meets the requirements and specifications as outlined in Section 2.4 of this solicitation. For verification purposes, the Prospective Contractor **must** provide, with bid submission, a copy of detailed specifications for each item being bid.

### **2.4 SCOPE OF WORK**

#### **A. Order Fulfillment**

- 1. The Contractor **shall** fill furniture orders as needed on a monthly basis.
- 2. The Contractor **shall**:
  - a. Provide free delivery.
  - b. Provide manufacturer's warranty for each furniture item purchased.

**B. Product Quantities and Specifications**

Item	Est. Quantity	Specifications				
1	<b>Recliner</b>	Minimum Dimensions (inches)	Width		Depth	Height
			36"	x	43"	42"
			<ul style="list-style-type: none"> <li>• <b>Must</b> be at least eight and one-half inches (8.5") from top of seat cushion to top of arm rest</li> </ul>			
		Seat Dimensions (inches)	Width		Depth	Height
			25"		21"	22"
		Weight Capacity	<ul style="list-style-type: none"> <li>• ≥ 250 lbs.</li> </ul>			
2	<b>Heavy Duty Recliner</b> (for large and/or tall residents)	Minimum Dimensions (inches)	Width		Depth	Height
			44"	x	40"	48"
			<ul style="list-style-type: none"> <li>• <b>Must</b> be at least eight and one-half inches (8.5") from top of seat cushion to top of arm rest</li> </ul>			
		Seat Dimensions (inches)	Width		Depth	Height
			25"	x	21"	22"
		Weight Capacity	<ul style="list-style-type: none"> <li>• ≥ 500 lbs.</li> </ul>			
3	<b>Sofa</b>	Minimum Dimensions (inches)	Width		Depth	Height
			95"	x	43"	41"
		Seat Cushions	Width		Depth	Quantity
			34"	x	24.5"	Two (2)
		Materials	<ul style="list-style-type: none"> <li>• Dark vinyl or leather-like fabric</li> <li>• Luggage stitch accents</li> <li>• Reinforced arms</li> <li>• Steel tech framing with steel rail and stretcher system with wood parts</li> <li>• 12-gauge heat-tempered steel in the back</li> <li>• 8-gauge steel in the seat</li> </ul>			
			<ul style="list-style-type: none"> <li>• Blown fiber backs</li> <li>• Comfort-Gel 100% gel-infused memory foam insert</li> <li>• Product weight: One hundred sixty (160) pounds</li> </ul>			

4	<b>Loveseat</b>	Up to forty (40) per year	Dimensions (inches)	<u>Width</u> 75" x	<u>Depth</u> 43" x	<u>Height</u> 41"
			Seat Cushions	<u>Width</u> 25" x	<u>Depth</u> 24"	<u>Quantity</u> 2
			Materials	<ul style="list-style-type: none"> <li>• Dark vinyl or leather-like fabric</li> <li>• Luggage stitch accents</li> <li>• Reinforced arms</li> <li>• Steel tech framing with steel rail and stretcher system with wood parts</li> <li>• 12-gauge heat-tempered steel in the back</li> <li>• 8-gauge steel in the seat</li> </ul>		
			Features	<ul style="list-style-type: none"> <li>• Blown fiber backs</li> <li>• Comfort-Gel 100% gel-infused memory foam insert</li> <li>• Product weight: Sixty-six (66) pounds</li> </ul>		
5	<b>Counter Height Bar Chair</b>	Up to six (6) per year	Minimum Dimensions (inches)	<u>Width</u> 17.5" x	<u>Depth</u> 17.5" x	<u>Height</u> 30"
			Weight Capacity	• ≥ 250 lbs.		
			Materials	<ul style="list-style-type: none"> <li>• Four (4) metal legs</li> <li>• Fire retardant foam cushion</li> <li>• Scratch resistant electrostatic finish</li> </ul>		
			Features	<ul style="list-style-type: none"> <li>• 360° swivel mechanism</li> <li>• Commercial grade</li> <li>• Backless</li> <li>• Nylon floor protector</li> <li>• Fully welded: Only assembly required is fully welded top to fully welded bottom with provided bolts</li> </ul>		
6	<b>Bar Chair</b>	Up to six (6) per year	Minimum Dimensions (inches)	<u>Width</u> 17.5" x	<u>Depth</u> 17.5" x	<u>Height</u> 24"
			Weight Capacity	• ≥ 250 lbs.		
			Materials	<ul style="list-style-type: none"> <li>• Four (4) metal legs</li> <li>• Fire retardant foam cushion</li> <li>• Scratch resistant electrostatic finish</li> </ul>		
			Features	<ul style="list-style-type: none"> <li>• 360° swivel mechanism</li> <li>• Commercial grade</li> <li>• Backless</li> <li>• Nylon floor protector</li> <li>• Fully welded: Only assembly required is fully welded top to fully welded bottom with provided bolts</li> </ul>		
7	<b>Dining Chair</b>	Up to one hundred (100) per year	Minimum Dimensions (inches)	<u>Width</u> 20	<u>Depth</u> 24	<u>Height</u> 40
			Weight Capacity	• ≥ 250 lbs.		
			Materials	• Solid hardwood farmhouse chair		
			Features	<ul style="list-style-type: none"> <li>• Slat back</li> <li>• Tapered four (4) legs</li> <li>• No arms</li> </ul>		

8	<b>Dining Table</b>	Up to ten (10) per year	Materials	• Solid wood construction
			Features	• Four Top • Rectangle (no round tables)
9	<b>Wooden Dresser Chest</b>	Up to ten (10) per year	Materials	• Solid wood construction
			Features	• No fabric • No metal

**C. SUBSTITUTIONS**

The State reserves the right to request or accept substitutions for any product specified in this solicitation. All substitutions **must** be functionally equivalent and meet or exceed the specifications identified in §2.4. Any substitutions **must** receive prior approval from the State and are subject to State inspection and acceptance upon delivery as specified below. The State reserves the right to reject any substitution that fails to meet the required specifications, quality standards, or intended use.

**D. QUALITY**

All products **must** be of first-class quality. The commodity delivered **shall** be new, not used or refurbished, and **shall** be of good quality as to the workmanship and material used. All products **must** be packaged to arrive in an undamaged and unsoiled condition. Any products received that do not meet these criteria will be returned and **must** be replaced by the Contractor at no additional cost.

**E. INSPECTION**

All furnished commodities **shall** be subject to inspection and acceptance after delivery. The State's right to inspect may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any such commodities. Payment for commodities will not constitute acceptance of the Commodities as conforming if the State has not had a reasonable opportunity to inspect the Commodities or in the event of Contractor's fraud or concealment of defects. Should defects in the material or workmanship be discovered, the State reserves the right to reject further delivery/deliveries, require replacement or cancel the order(s) and charge the vendor for any expense incurred by the cancellation of the order(s) or in securing satisfactory replacement.

1. Within 15 business days following contract start, the Contractor **shall** deliver one (1) sample unit of each furniture item to the delivery location specified in Section 2.2. These samples **shall** be subject to inspection and approval by the facility. No full production or delivery of items may proceed until approval of the samples has been issued by the facility. The State reserves the right to reject any sample that does not meet the specifications, quality, or suitability required by this IFB.

**SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

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

**3.1 PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:

DHS Conway HDC  
ATTN: Accounts Payable/Purchasing  
150 E. Siebenmorgan Road  
Conway, AR 72032

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

- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

### 3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - 1. The right to possession.
  - 2. The right to accrued payments.
  - 3. The right to expenses of deinstallation.
  - 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
  - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
  - 2. The contract has required the State to carry insurance for such risk.

### 3.3 CONDITIONS OF CONTRACT

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

- C. The Contractor agrees to the DHS Standard Terms and Conditions as presented in Attachment D, the Organizational or Personal Conflict of Interest policy as presented in Attachment E, and Combined Certifications in Attachment C.

#### **ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES**

### **3.4 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; 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. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

### **3.5 RECORD RETENTION**

- A. The vendor **shall** 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, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

### **3.6 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The vendor **must** provide to the Office of Procurement (OP) 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. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

### **3.7 CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of while 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 **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

### 3.8 CONTRACT INTERPRETATION

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

### 3.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the Arkansas Department of Human Services. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. 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.

### 3.10 SEVERABILITY

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

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.

- 11. TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement 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 the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** 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) delivery and acceptance of the commodities; (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over all claims that 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 if the Contractor has a claim pending before the Commission.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to 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 under the laws and regulations governing the filing of such claims. 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.**

- 24. 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.
- 25. CONTINGENT FEE:** The Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.