State of Arkansas
ARKANSAS DEPARTMENT OF HEALTH
4815 West Markham
Little Rock, Arkansas 72205

NOTICE OF FUNDS AVAILABILITY

SOLICITATION INFORMATION			
NOFA Number:	**DH-27-0004**	NOFA Issued:	October 27, 2026
Description:	The Arkansas Department of Health (ADH) issues this Notice of Funds Availability (NOFA) on behalf of Arkansas Minority Health Commission's Food Desert Elimination Grant Program to obtain applications for funding aimed at eliminating food deserts and increasing nutrition security.		
Agency:	Arkansas Department of Health – Arkansas Minority Health Commission		

SUBMISSION DEADLINE FOR RESPONSE	
Application Due Date/Time:	**November 10, 2026, NLT 4:30 pm CST**
Applications **shall not** be accepted after the due date and time. It is the responsibility of the applicant to submit responses at the designated location on or before the application due date and time. Responses received after the designated application due date and time **shall** be considered late and **shall** be returned without further consideration.	

SUBMISSION OF RESPONSE DOCUMENTS	
Delivery Method:	Applications **must** be submitted electronically to the issuing officer's email address shown below.

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Kenya Eddings, Executive Director, Arkansas Minority Health Commission	Phone Number:	501-686-2721
Email Address:	kenya.eddings@arkansas.gov	Fax Number:	501-686-2722
ADH Website:	https://healthy.arkansas.gov/resources/grant-bid-opportunities/		

SECTION 1 – PROGRAM OVERVIEW

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

1.1 PURPOSE

The ADH - Arkansas Minority Health Commission issues this Notice of Funds Availability (NOFA) on behalf of the Arkansas Minority Health Commission to obtain applications for funding to provide assistance to organizations and municipalities seeking to develop solutions to food deserts in Arkansas.

1.2 BACKGROUND

According to the Annie E. Casey Foundation, food deserts are, "…geographic areas where residents have few to no convenient options for securing affordable and healthy foods — especially fresh fruits and vegetables. Disproportionately found in high-poverty areas, food deserts create extra, everyday hurdles that can make it harder for kids, families and communities to grow healthy and strong." Arkansas has seen a rapid decline of grocery stores and a similar rapid increase in food deserts around the state. Research shows that food deserts contribute to an increase in the prevalence of heart disease, the number one (1) cause of death for all Americans. According to the Arkansas Center for Health Improvement (ACHI), the scope of the problem is enormous in that every county in Arkansas has at least one (1) identified, food desert.

Funding for the resulting NOFA will help to increase the capacity of the applicants to reduce the number of food deserts in their respective, awarded community.

1.3 GRANT PERIOD

A. The anticipated period **shall** be from **December 1, 2026, to June 30, 2027.**

B. Total contract term, including any amendments and/or possible extensions, not to exceed one (1) consecutive month.

1.4 AVAILABLE FUNDING

A. A maximum of 10 sub-grants will each be awarded up to $10,000 in funding.

B. Funding is contingent upon review and acceptance of application.

C. Funds **must** be used in accordance with the detailed budget provided.

D. ADH-Arkansas Minority Health Commission reserves the right to determine allowable and non-allowable costs.

E. Prior to or after award, ADH-Arkansas Minority Health Commission may increase or decrease the amount of the final award in response to availability of funding. Recipient(s) **must** submit a revised budget worksheet reflecting the changes.

1.5 ELIGIBILITY & FUNDING REQUIREMENTS

Ten (10) applications will be accepted and funded.

Applicants **must** meet the following to be eligible to obtain funding:

1) Primary focus is health related.
2) Event(s)/activity(ies) reflects a similar commitment to the mission set forth by the ADH-Arkansas Minority Health Commission (ADH-AMHC).
3) Organization has not and does not expect to receive funding from ADH-AMHC during the fiscal year in which the sub-grant is awarded.
4) Only **10%** of total award can be used for food/refreshments (healthy snacks).

1.6 BUDGET & JUSTIFICATION

A. Applicant **must** complete the budget worksheet provided as a separate Excel file. scoring of applications.

B. Recipient(s) **shall** be reimbursed for allowable expenses only. Allowable expenses are those approved by ADH within the budget's itemized listing.

1.7 ISSUING OFFICER

The issuing officer is the sole point of contact throughout this solicitation.

1.8 DEFINITION OF REQUIREMENT

A. The words "**must**" and "**shall**" signify a requirement of this NOFA and that vendor's agreement to and compliance with that item is mandatory.

B. Applicants may request exceptions to **non-mandatory** items. The requested exception should reference the specific solicitation item number to which the exception applies.

1.9 DEFINITION OF TERMS

The issuing officer has made every effort to use industry-accepted terminology in the competitive bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

ADH: Arkansas Department of Health
ADH-AMHC: Arkansas Minority Health Commission
Business Days: Monday through Friday, 8:00 a.m. to 5:00 p.m. excluding State Holidays.
Calendar Days: Every day of the week including the weekends and holidays.
NOFA: Notice of Funds Available

1.10 APPLICATION INSTRUCTIONS

A. The NOFA solicitation document is for informational purposes and includes all details of the sub-grant.

B. Applicants **must** apply on or before the application due date/time.

C. The Application Packet shall include and be arranged as follows:

- Signed Application Signature Page
- Agreement and Compliance Pages (If included)
- Proposed Subcontractors Form
- Equal Employment Opportunity Policy (See Equal Opportunity Policy)
- Budget Worksheet
- Combined Certifications Form
- Contract and Grant Disclosure Form

The Application Packet **must** include complete documents including signatures as required.

D. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

E. Label documents and/or information to reference the solicitation item number.

F. If ADH requests additional information, it **must** be submitted within three (3) Business Days of the request. ADH reserves the right to disqualify applicants if additional information is not received within the timeframe specified.

1.10 APPLICATION SIGNATURE PAGE

A. An official authorized to bind the applicant to a resultant contract **must** sign the Application Signature Page included in the Application Packet.

B. Applicant's signature on this page **shall** signify vendor's agreement that the following **may** cause the applicant's response to be disqualified:

- Additional terms or conditions submitted intentionally or inadvertently
- Any exception that conflicts with a requirement of this Solicitation
- Incomplete documentation

1.11 AGREEMENT AND COMPLIANCE PAGES

A. Applicants **must** sign all Agreement and Compliance Pages relevant to the solicitation document if provided in the Application Packet.

B. Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

1.12 PRIME CONTRACTOR RESPONSIBILITY

A. A single recipient **must** be identified as the prime contractor.

B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.13 FUNDING ESCALATION

A. ADH may increase funding throughout the duration of the contract.

B. Recipient **must** provide a revised budget reflecting the increase. ADH **shall** have the right to require additional information pertaining to the increase.

C. ADH **must** approve of all budget revisions, if allowed in special language in the sub-grant agreement.

1.14 PROPRIETARY INFORMATION

A. Submission documents pertaining to this solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).

B. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

C. The redacted copy **shall** be open to public inspection under the Arkansas Freedom of Information Act (FOIA) without further notice to the vendor.

D. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

E. If the State deems redacted information to be subject to Arkansas Freedom of Information (FOIA), the vendor will be contacted prior to release of the documents.

1.15 CAUTION TO RECIPIENTS

A. Prior to any contract award, all communication concerning this solicitation **must** be addressed through ADH.

B. Applicant **must not** alter any language in any solicitation document provided by the State.

C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.

D. Responses **must** be submitted only in the English language.

E. 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.

F. Applicants **must** provide clarification of any information in their response documents as requested by ADH.

G. Qualifications **must** meet or exceed the required specifications as set forth in this solicitation.

1.16 REQUIREMENT OF ADDENDUM

A. This solicitation **shall** be modified only by an addendum written and authorized by ADH.

B. An addendum posted within three (3) Calendar Days prior to the application deadline and **shall** extend the due date and may or may not include changes to the solicitation.

C. The applicant **shall** be responsible for checking the ADH website, http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx for any and all addenda up to application deadline.

1.17 AWARD CRITERIA AND RESPONSIBILITY

A. ADH will provide funding based on the receipt, review, and acceptance of applications.

B. Any resultant sub-grant of this NOFA **shall** be subject to State approval processes which may include Legislative review.

1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the applicant's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.

B. EEO Policies may be submitted in electronic format to the issuing officer but should also be included as a hard copy accompanying the solicitation response.

C. The submission of an EEO Policy to ADH is a one-time requirement. Recipients are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.

D. Vendors who are not required by law to have an EEO Policy **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a sub-grant, selected recipients **must**
have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.

B. Recipients **must** complete their certification at https://www.ark.org/dfa/immigrant/index.php/user/welcome and should submit a hardcopy accompanying application packet.

1.20 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 goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the signature page of the Application Packet, the applicant agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 CERTIFICATION REGARDING LOBBYING

A. The applicant will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of $100,000.

B. If the applicant has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with the Application Packet.

1.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

A. The recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions).

B. By signing and submitting this application package, the applicant(s) understands and agrees, as defined in 45 CFR Part 76, and certifies to the best of its knowledge and belief that it and its principles:

- Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.
- Where the prospective lower tier participant is unable to certify any of the above, such prospective participant shall attach an explanation to this proposal.

1.23 PAST PERFORMANCE

An applicant's past performance with the State may be used to determine if the applicant is "responsible." Responses submitted by applicants determined to be non-responsible **shall** be disqualified.

1.24 PUBLICITY

A. Do not discuss the solicitation nor your proposal 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 cause an applicant to be disqualified.

1.25 PRIVACY & SECURITY REQUIREMENTS

The Contractor **shall**:

1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.

2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.

1.26 RESERVATION

The State will not pay costs incurred in the preparation of an application.

SECTION 2 – APPLICANT REQUIREMENTS

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

2.1 PROJECT NARRATIVE

Awardee **shall** include answers to all questions to be considered for award.

1. **What specific food-access problem are you addressing?**
   Describe the geographic area, population affected, transportation challenges, distance to grocery stores, affordability concerns, and other barriers. Support the need with local data and community input, if applicable.

2. **How will your proposed project improve access to healthy, affordable foods?**
   Clearly explain the project, services, operating model/strategy, etc. and how the community served will access and/or benefit from the program.

3. **How will you measure and report the project's success?**
   Identify specific outcomes, such as:

   a. Number of residents or households served.
   b. Increased availability or purchase of healthy foods.
   c. Reduced distance or travel time to obtain groceries.
   d. Pounds of fresh food produced/distributed.
   e. SNAP and WIC transactions.
   f. Customer affordability and satisfaction.
   g. Changes in food-security or healthy-eating measures.

2.2 SCOPE OF WORK

A. Awardee **shall** show that the expenses are directly related to the fulfillment of the sub-grant requirements and/or scope of work. The following are examples of acceptable activities that can be performed by the awardee.

1. Community needs that are directly related to the scope of work
2. Community Needs Assessments
3. Associated costs to administer/evaluate feasibility/market studies (*must be pre-approved by ADH-AMHC prior to administration*)
4. Financial audits
5. Technical assistance fees (*must be pre-approved by ADH-AMHC prior to administration*)
6. Communications that are specifically related to the scope of work
7. Transportation specifically related to the scope of work
8. Any other expenses pre-approved by the ADH-AMHC deemed necessary to complete the specified work

B. Awardees **shall** participate in up to three (3) virtual meetings to collaborate with other awardees and track progress.

2.3 REQUIREMENTS – To be eligible to obtain funding from this program, the following requirements **must** be met at the time of application.

A. Applicant **must** be a non-profit, 501(c) 3 tax-exempt organization or operate as a program component or affiliate of a 501 (c) 3 organization, faith-based, cities, municipalities in order to be eligible. For-profits are not eligible to receive funding.

B. Applicants **must** develop and produce work towards implementing a comprehensive plan to eliminate food deserts and/or increase access to healthy food in their respective communities.

C. Applicant **must** develop a work plan covering all requirements.

D. All applicants **must** be in good standing with the Department of Finance and Administration (DFA) and fully operational at the time of application.

E. Submission Criteria:

1. Proposals and supporting documents should be in an easily readable typed format on white paper. To be considered for funding, proposals and all supporting documentation must be received on or before 4: 30p.m, **Tuesday, November 10, 2026,** by the ADH – Arkansas Minority Health Commission.

2. NOTE: Proposal acceptance will close when whichever criteria are met first (i.e. deadline date or maximum number of proposals targeted is received).

3. Failure to meet the submission requirements shall result in a disqualification from consideration of the application.

Submit proposals & supporting documents to:
ADH-Arkansas Minority Health Commission
Subject Line: 2026 Food Desert Elimination Grant Application
EMAIL: AMHC.Communications@arkansas.gov

F. Successful Applicants **must** submit Monthly Payment Request Forms (PRF).

1. The request forms **must** include receipts/invoices for items or services purchased with Food Desert Elimination grant funds along with canceled checks and latest bank statements to the ADH-Arkansas Minority Health Commission.

2. If equipment is purchased include a brief description of what equipment was purchased, where it is located and how it is being utilized.

3. For purchases of intangibles such as events, the same applicable information **must** be provided with documentation of payments made for these types of events, dated sign in sheets, if applicable.

4. The Grant Guidelines for the receipt of these funds require a completion of Monthly Reports on Patient Data, Direct Care Services, and In-Kind Match.

5. These reports **must** be submitted to the ADH-Arkansas Minority Health Commission's email address: AMHC.Communications@arkansas.gov ATTN: Food Desert Elimination Grant by the 30th of the following month.

6. Final reports on these items are due to the ADH-Arkansas Minority Health Commission no later than July 31, 2027.

2.4 INVOICE SUBMISSION

Awardee **shall** submit original invoices monthly to the ADH-Arkansas Minority Health Commission as required by grant requirements. Proof of expenditure will be included with the submission by the following month. Charged costs **must** be based on an approved budget and program plan and allowable under Arkansas State Law.

2.5 DATA SUBMISSION AND MEETING PARTICIPATION

A. Awardee **shall** provide monthly progress reports to the ADH-Arkansas Minority Health Commission which **must** include but not be limited to planning and implementation activities – summary of meetings held, surveys/assessments administered (if applicable).

B. Awardee(s) **shall** meet up to three (3) times over the course of the grant timeframe with the ADH-Arkansas Minority Health Commission to increase collaboration and track progress and completion of requirements.

C. Awardee **shall** submit monthly reports outlining progress.

D. Awardee **shall** submit a final comprehensive report detailing outcomes, successes, challenges, next steps, etc.

2.6 PERFORMANCE STANDARDS

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below, *Performance Standards* identifies expected deliverables, performance measures, or outcomes, and defines the acceptable standards a vendor **must** meet to avoid assessment of damages.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.

C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor to establish standards that are reasonably achievable.

D. All changes made to the Performance Standards **shall** become an official part of the contract.

E. Performance Standards **shall** continue throughout the term of the contract.

F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.

G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.

H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

Performance Standards		
Service Criteria	**Acceptable Performance**	**Damages for Insufficient Performance**
Submission of Monthly Payment Request Forms (PRF)	Applicants must submit monthly PRFs provided by ADH. The PRF must include receipts/invoices for items or services purchased with grant funds. Monthly invoices shall be submitted by the 30th of the following month. Forms needed 1. ADH PRF and 2. ADH Budget Spreadsheet	Failure to submit monthly Payment Request Forms in a timely manner may result in delayed reimbursement payments or forfeiture of reimbursement funds.

Submission of Monthly Activity Reports	Monthly activity reports must be submitted by the 30th of the following month to ensure proper payment of reimbursable funds. **All monthly reports will be submitted on the forms provided by ADH: 1. ADH Budget Spread Sheet.**	Failure to submit timely monthly reports and Payment Request Forms may result in delayed reimbursement payments or forfeiture of monthly reimbursement payments.
Submission of Annual Performance Report by July 31, 2027	Applicants shall submit final comprehensive report on agency letterhead detailing outcomes, successes, challenges, next steps, etc..	Failure to submit final comprehensive report on agency letterhead detailing outcomes, successes, challenges, next steps, etc..

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 APPLICATION REVIEW PROCESS & PROCEDURE

A. ADH will collect applications via email and accept the first ten (10) applications that meet requirements. The order of receipt of applications will be identified by the State's email system.

B. ADH will review each Application Packet to verify requirements. Applications that do not meet requirements will be disqualified.

C. In the event that an application is disqualified, ADH will review the next consecutive application.

3.2 ACCEPTANCE OF REVIEW TECHNIQUE

A. Applicant **must** agree to the review process and procedure as defined in this solicitation.

B. The submission of an Application Packet signifies the applicant understand and agrees that subjective judgments may be made during the review.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:
ADH-Arkansas Minority Health Commission
ATTN: Food Desert Elimination Grant
Email: amhc.communications@arkansas.gov

- Final invoices **must** be submitted to (ADH) within thirty (30) days of contract expiration (7/30/27).

B. Pursuant to Arkansas Code Annotated 19-4-206, the agency **shall** certify that services have been performed or the goods received prior to payment being authorized and processed.

C. Additional documentation may be required when submitting invoices for payment.

4.2 USE OF FUNDS

A. Funds **must** be used to meet requirements of the sub-grant.

B. Funds may not be used for items not identified on the budget.

4.3 CONDITIONS OF CONTRACT

A. Recipient(s) **shall** always observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affects the completion of the work.

B. Recipient(s) **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.

4.4 STATEMENT OF LIABILITY

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of recipient-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 recipient **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 recipient-owned items.

B. The recipient's liability for damages to the State **shall** be limited to the value of the sub-grant. 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 recipient 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 Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 RECORD RETENTION

A. The applicant **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. 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, for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

4.6 ACCESS TO RECORDS

The recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers, or records of the recipient related to any services performed under the sub-grant.

4.7 CONFIDENTIALITY

A. The applicant, applicant's subsidiaries, and applicant's employees **shall** be bound to all laws and to all requirements set forth in this bid solicitation concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

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.

4.8 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.

4.9 LEGISLATIVE REVIEW

A. Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds $10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee.

B. If the state agency determines that an emergency exists, the state agency may award the sub-grant prior to review and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.

C. All non-discretionary sub-grants are exempt from review.

D. Certain discretionary sub-grants are exempt from review. These include:
- sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity, or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

4.10 CANCELLATION

A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the recipient fails to perform its obligations under it by giving the recipient 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 recipient in writing of the reasons why the State is considering cancelling the contract and provide the recipient 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.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Recipient written notice of such cancellation sixty (60) days prior to the date of cancellation.

C. If upon cancellation the recipient 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 recipient may file

a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

4.11 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 5 – 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 an application or any and all applications, to waive minor technicalities, and to award the sub-grant to best serve the interest of the State.
3. **APPLICATION SUBMISSION**: Application Packets **must** be submitted to the Arkansas Department of Health on or before the date and time specified. The Application Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Solicitation*. The application **must** be typed or printed in ink. The signature **must** be in ink. Unsigned applications **shall** be disqualified. The person signing the application should show title or authority to bind his firm in a contract. Late applications **shall not** be considered under any circumstances.
4. **FORCE MAJEURE:** Neither party will be held responsible for the delay or failure to perform any part of this sub-grant when such delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
5. **STATE AND FEDERAL LAWS**: Performance of this sub-grant by the recipient and the Department must comply with state and federal laws, rules, and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the recipient will receive notification of the required changes. This sub-grant shall then be amended.
6. **CONFIDENTIALITY OF CLIENT RECORDS:** The recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian, or legal representative.
7. **LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend the funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
8. **PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.
9. **AUDIT REQUIREMENT:** For awards in excess of $300,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines."
10. **DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.
11. **AMENDMENTS**: Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.
12. **AWARD**: Term Contract: A contract award will be issued to the successful recipient. 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 vendor.
13. **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. Vendor **shall** properly identify items being returned.
14. **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.
15. **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.
16. **CLAIMS**: Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
17. **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 vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.

18. **DISCRIMINATION**: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.

19. **ETHICAL STANDARDS**: Pursuant to Aransas Code Annotated §19-11-708(a-c), it **shall** be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

20. **ANTITRUST ASSIGNMENT**: As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Application 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.

21. **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.