



STATE OF ARKANSAS

Department of Human Services

Office of Procurement

700 Main Street

Little Rock, Arkansas 72201-

REQUEST FOR QUALIFICATION

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-20-0028	Solicitation Issued:	March 10, 2020
Description:	RESIDENTIAL GROUP HOMES		
Agency:	DIVISION OF YOUTH SERVICES		
SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission:	April 3, 2020 @ 1:30PM CST	Bid Opening:	April 3, 2020 @ 2:00PM CST
<p>Bids shall not be acceptable after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors 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.</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address: Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
Delivery providers, USPS, UPS, and FedEx deliver mail to DHS's street address on a schedule determined by each individual provider. These providers will deliver to DHS based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.			
Response's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes. <ul style="list-style-type: none">• Solicitation number• Date and time of response opening• Prospective Contractor's name and return address		
DEPARTMENT OF HUMAN SERVICES CONTACT INFORMATION			
OP Buyer:	Chorsie Burns	Buyer's Direct Phone Number:	501-682-6327
Email Address:	chorsie.burns@dhs.arkansas.gov	DHS's Main Number:	501-396-6045
DHS Website:	http://humanservices.arkansas.gov/Pages/default.aspx		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 **PURPOSE**

The Arkansas Department of Human Services (DHS), Office of Procurement (OP) issues this Request for Qualifications (RFQ) on behalf of the Division of Youth Services (DYS) to secure contracts for Residential Group Homes for male juveniles in DHS custody between the ages of 10-21. There shall be three (3) ten (10)-bed male group homes and one (1) twelve (12)-bed male sex offender group home to serve all seventy-five (75) counties in Arkansas.

1.2 **PRICING**

- A. The maximum allowable daily bed-rate per juvenile for Residential Group Homes shall be no more than one hundred forty dollars (\$140.00).
- B. The maximum allowable bed daily bed-rate per juvenile for sex offender treatment shall be no more than one hundred sixty dollars (\$160.00).

1.3 **TYPE OF CONTRACT**

- A. As a result of this RFQ, OP intends to award multi-award contracts statewide.
- B. The anticipated starting date for any resulting contract(s) is July 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.
- C. The initial term of the resulting contracts will be for one (1) year. Upon mutual agreement by the Contractors and agency, the contracts may be renewed by OP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 **ISSUING AGENCY**

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

1.5 **RESPONSE OPENING LOCATION**

Responses will be opened at the following location:

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

Vendors wishing to attend the bid opening **must** report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which **must** be worn at all times. Before leaving the bid opening visitors are required to return the visitor's badge to the Security Officer and retrieve their ID.

The receptionist is to contact the buyer, for the vendor, for more detailed directions to the bid opening location.

1.6 **ACCEPTANCE OF REQUIREMENTS**

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

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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- G. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "shall" or "must" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

1.8 **RESPONSE DOCUMENTS**

A. Original Response Packet

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

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

C. Additional Copies and Redacted Copy of the Response Packet

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

- 1. Additional Copies of the *Response Packet*
 - a. Five (5) complete hard copies (marked "COPY") of the *Response Packet*.

- b. One (1) electronic copy of the *Response Packet*, preferably on flash drive and in PDF format. CDs will also be acceptable. Do not send electronic copy via email or fax.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
 - d. If DHS requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted (marked "REDACTED") copy the original *Response Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

1.9 ORGANIZATION OF RESPONSE DOCUMENTS

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

1.10 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before March 17, 2020 to the OP Buyer as shown on page one (1) of this *Bid Solicitation*.
 - For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the referenced websites by the close of business on March 24, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OP Buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a response.
- C. Prospective Contractors may contact the OP Buyer with non-substantive questions at any time prior to the response opening.
- D. An oral statement by OP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.11 RESPONSE SIGNATURE PAGE

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

Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

1.12 **SUBCONTRACTORS**

- A. Prospective Contractor should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Response Packet*. **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.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **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.

1.14 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 CAUTION TO PROSPECTIVE CONTRACTORS

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

1.16 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the response opening may extend the response opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the following websites for any and all addenda up to response opening.

<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
<http://www.arkansas.gov/dfa/procurement/bids/index.php>.

1.17 QUALIFICATION AND AWARD PROCESS

- A. Award Determination
 - 1. The Response Score for each Prospective Contractor will be used to determine the ranking of responses. The State may move forward to negotiations with those responsible Contractors determined, to be reasonably susceptible of being selected for award, based on the ranking of the proposals.
 - 2. Contracts eligible for award are as follows:
 - a. Three (3) Residential Group Home contracts (Males; ten (10) beds per contract)
 - b. One (1) Residential Sex Offender contracts (Males; twelve (12) beds)
 - 3. No more than one (1) of the three (3) Male Group Home contracts will be awarded to a single bidder.
 - 4. Prospective Contractors who bid on Male Group Home may also bid on the Residential Sex Offender contract.
 - 5. The Highest scoring responsible bidder(s) for each of the above referenced contracts will be offered a contract. If the highest scoring bidder(s) declines to contract, DHS will proceed to the next highest scoring Bidder for each contract. This process may be repeated until an anticipated successful bidder has been determined, or until such time as the State decided not to move forward to award.
 - 6. Contracts that are awarded to respondents must be awarded to respondents whose proposals are determined to be most advantageous to DHS based on the selection criteria.

B. Negotiations

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

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the following websites:
http://www.arkansas.gov/dfa/procurement/pro_intent.php.
<http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements>
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors 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 Prospective Contractor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of a Contract

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

1.18 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

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 owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

1.20 EQUAL 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. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.21 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

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

1.22 RESTRICTION OF BOYCOTT OF ISRAEL

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

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Responses submitted by Prospective Contractors determined to be non-responsible will be rejected. A Prospective Contractor must provide the last two (2) years of corrective action plans submitted to any state agency and their response to those plans.

1.24 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.

2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.25 **COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.26 **VISA ACCEPTANCE**

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

1.27 **PUBLICITY**

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

1.28 RESERVATION

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

1.29 SCHEDULE OF EVENTS

Public Notice of RFQ	March 10, 2020
Deadline for Receipt of Written Questions	March 17, 2020
Response to Written Questions	March 24, 2020
Date and time for Opening Bids	April 3, 2020 @ 2:00PM
Intent to Award Announced, On or About	April 27, 2020
Contract Start (Subject to State Approval)	July 1, 2020

1.30 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 – REQUIREMENTS

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

2.1 INTRODUCTION

The Arkansas Department of Human Services (DHS), Office of Procurement (OP) issues this Request for Qualifications (RFQ) on behalf of the Division of Youth Services (DYS) to secure contracts for Residential Group Homes for male juveniles in DHS custody between the ages of 10-21. There shall be three (3) ten (10)-bed male group homes and one (1) twelve (12)-bed male sex offender group home to serve all seventy-five (75) counties in Arkansas.

2.2 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Contractor **must** be licensed as a Child Welfare Agency as outlined in the ***Minimum Licensing Standards for Child Welfare Agencies*** (Pub.04) and meet the DHS requirements for Placement and Residential also outlined in this pub. Pubs can be viewed at the following links:

Pub. 04A:

https://humanservices.arkansas.gov/images/uploads/dccece/Minimum_Licensing_Standards_RESIDENTIAL_2016.pdf

Pub. 04B

https://humanservices.arkansas.gov/images/uploads/dccece/Minimum_Licensing_Standards_PLACEMENT_2016.pdf

For verification purpose, Contractor **must** submit a copy of their current license obtained from DHS, Division of Child Care and Early Childhood Education (DCCECE). A letter must be provided reflecting current standing and any findings over the last three (3) years.

- B. The Contractor **shall** provide a copy of one (1) of the following current accreditations: Council on Accreditation (COA), Commission on Accreditation of Rehabilitative Facilities (CARF), or Joint Commission on Accreditation for Healthcare Organizations (JCAHO).
- C. The Contractor **must** have verification of fiscal responsibility and sustainability by submitting their last two (2) years' official financial statements certified by a Certified Public Accountant or tax returns. Contractors who currently contract with DHS **must** report funds received through DHS and the payment of all required federal and state taxes accrued through the resultant contract.
- D. The business entity **must** be a licensed or eligible to be a corporation, nonprofit, professional association, or limited liability corporation authorized to do business in Arkansas at the time of contract approval.
- E. The bidder **must** include a copy of its current table of organization along with all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."

2.3 SCOPE OF WORK

A. Delivery of Services (General)

1. Contractor **shall** provide group home services, including treatment planning, coordination of the DHS treatment team, case management, clinical and administrative supervision, twenty-four (24) hour crisis intervention, and discharge planning, in compliance with the Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency.
2. Contractor **shall** provide all necessary services in a residential Group Home (GH) setting to juveniles referred by the Division of Youth Services (DYS) and who have been assessed to require intensive residential group home services for whom outpatient and short-term outpatient treatment is inappropriate.
3. Contractor **shall** accept **all** DHS referrals made by the DHS Treatment Team. The Contractor **shall not** discharge a youth prior to completion of the program without prior DHS approval.

4. Contractor **shall** only accept juveniles referred by DHS into DHS-funded beds subject to bed availability.
5. Contractor **shall** have written authorization (RS-9 form) from DYS for each juvenile placed in DYS-funded beds on file.
6. If a bed is available upon receipt of referral by DYS, the Contractor **shall** transport the juvenile from the juvenile's current DYS facility location, or another location specified by DYS, to Contractor's group home within three (3) working days of receiving the referral.
7. The Contractor **shall** transport any juveniles who need a referral from their primary care doctor within ten (10) calendar days of admission to the contractor's program as directed by DYS.
8. The Contractor **shall**, upon approval from DYS, arrange for visits with the juvenile by community-based providers, Provider-led Arkansas Shared Savings Entity (PASSE) care coordinators, independent assessors, child welfare caseworkers, and other entities as approved by DYS, while the juvenile is in residence at the Contractor's program. Documentation of any such visits **shall** be maintained by the Contractor in the juvenile's individual case file for review by DYS.
9. The Contractor **shall** encourage involvement of the juvenile in Restorative Justice activities (e.g., victim-offender mediation, victim impact panels, community service projects) and familiarize the juvenile with community resources. All social activities in the community **shall** require DYS preapproval.

B. Individualized Treatment Planning and Service Provision

1. The Contractor **shall** complete a timely needs assessment of each juvenile referred by DYS and admitted into the Contractor's program. All documents **must** be entered into the Juvenile Justice Information System (JJIS), currently known as Rite Track.
 - a. The Contractor **shall** perform a screening and assessment of the individualized treatment needs of each DYS juvenile admitted within five (5) calendar days of admission, based on the DYS Treatment Team goals, and maintain written documentation of the assessment in the juvenile's individual case file.
 - b. The Contractor **shall** use a standardized and validated screening and assessment tool.
 - c. A copy of all assessment tools used **shall** be provided to DYS for review and approval.
2. The Contractor **shall** develop an Individualized Treatment Plan (ITP), based on the contractor's assessment and in conjunction with the DYS Treatment Team, designed to address the individual juvenile's identified goals. The focus shall be on the goals identified in the DYS Treatment Team Plan. The ITP **shall** be completed and submitted via JJIS within ten (10) calendar days of admission to the contractor's program.
3. The Contractor **shall** begin providing all services identified in the juvenile's ITP within fourteen (14) calendar days of the juvenile's admission to the contractor's program.
4. The Contractor **shall** provide an Independent Living Skills (ILS) program for all juveniles referred by DYS and admitted to the Contractor's program a minimum of one (1) time per week for fifty-five (55) minutes each time. A copy of the current ILS curriculum **shall** be provided to DYS for its review and approval prior to implementation. The ILS **must** include, at a minimum, the following components:
 - a. Money management;
 - b. Food preparation;
 - c. Nutrition;
 - d. Health;
 - e. Housekeeping;
 - f. Parenting classes and
 - g. Job skills, including at least:
 - 1) Application completion;
 - 2) Interview techniques; and
 - 3) Work etiquette.

5. The Contractor **must** provide the appropriate level of substance abuse education or substance treatment to any juvenile who has been assessed as needing substance abuse services. A copy of the substance abuse curriculum **shall** be provided to DYS for its review and approval.
6. The Contractor's program **must** provide trauma-informed services for clients placed in their program as deemed clinically necessary.
7. The Contractor **must** provide the following services, without limitation, to each juvenile as outlined in the juvenile's ITP:
 - a. Individual sessions with a mental health clinician held at a minimum of one (1) time per week for a minimum of fifty-five (55) minutes or as deemed clinically necessary.
 - b. A cognitive behavioral treatment (CBT) curriculum that incorporates principles of risk, need, and responsivity. Risk informs the intensity of services as well as the level of structure and supervision. Need ensures that treatment groups focus on factors related to recidivism (criminality/criminal thinking and negative peer associations). Responsivity supports the use of cognitive-behavioral techniques and skills building and problem-solving skills. CBT sessions **shall** be provided a minimum of three (3) times per week for fifty-five (55) minutes each time. The contractor **shall** provide to DYS for its review and approval the cognitive behavioral curriculum it plans to use in its program.
 - c. Aggression replacement training (ART) group provided two (2) times a week for fifty-five (55) minutes each time. ART is a cognitive behavioral intervention for reduction of aggressive and violent behavior, originally focused on adolescents. It is a multimodal program that has three components: Social Skills, Anger Control Training, and Moral Reasoning.
 - d. Family sessions with juvenile's legal caregiver/guardian provided a minimum of one (1) time per month for fifty-five (55) minutes or as deemed clinically necessary. Attempts to involve appropriate family members/legal guardian(s) **shall** be documented in the juvenile's case file.
 - e. Education Services for juveniles of compulsory school age. Contractor **must** ensure that each DYS-referred juvenile receives the required number of educational hours per Arkansas Department of Education (ADE), Division of Elementary and Secondary Education (DESE) in an appropriate school-based setting, whether provided onsite or offsite in a public education setting or through Virtual Arkansas.
8. All services provided to the juvenile **must** be documented in the juvenile's case file.
9. Any variance to the prescribed counseling/therapy/group schedule resulting in any missed sessions **must** be documented in the juvenile's case file. Any session(s) missed due to holiday is acceptable but **must** be noted in each juvenile's case file. In the event of an extended absence of the juvenile's assigned counselor or therapist (any absence over five (5) business days), arrangements **must** be made for a temporary replacement and documented in the juvenile's case file.
10. The Contractor **shall** develop and implement a visitation plan for the parents or guardian unless the court has relieved the juvenile's parents or guardian from responsibility or authority for the juvenile. Contractor **shall** schedule weekly telephone calls between the juvenile and the juvenile's custodial parents or legal guardian. Contractor **shall** only approve and facilitate home passes or special off-campus family visits with prior written approval from DYS.
11. Each ITP **must** be maintained as part of the individual juvenile records and **must** be reviewed at least every thirty (30) calendar days and updated as appropriate. ITPs and monthly updates to ITPs must be entered in JJIS by the tenth (10th) day of the next month. These updates shall include but are not limited to the following:
 - a. Description of daily activities performed to implement the ITP, to include group sessions and individual sessions;
 - b. Documentation of the juvenile's progress toward meeting individual treatment objectives;
 - c. Documentation of any mental health or medical diagnoses;
 - d. Description of the juvenile's intellectual and behavioral functional level;
 - e. Documentation of restorative justice services;

- f. Documentation of therapy sessions to include group and individual sessions (i.e., the date, time, who provided the individual and group sessions);
 - g. Educational reports;
 - h. Incident reports;
 - i. Summary of any court order treatment reviews along with copies of any court orders; and
 - j. Detailed plans for aftercare and discharge to the community.
12. The Contractor **shall** ensure that treatment plans for juveniles referred by DYS are developed and stated in observable, measurable, specific, and time-limited goals/objectives/target dates, date implemented, and progress updated by qualified and appropriately licensed individuals.
13. All narratives and case notations **must** be signed and dated by the professional completing the documentation.

C. Health Care

1. The Contractor **shall** be responsible for providing for the medical and mental health needs (including without limitation: medical, dental, mental health, and any acute psychiatric care) of all DYS-referred juveniles under Contractor's care as needed and as indicated in the juvenile's ITP. Contractor **shall** be responsible for scheduling of and providing transportation to all off-site medical and mental health scheduled appointments.
2. The Contractor **shall** seek, facilitate, cooperate, certify, and promote the use of Medicaid funds for all available services by contacting DYS/DHS Medicaid personnel during the pre-placement process. The Contractor **shall** cooperate with and assist DYS in seeking, facilitating, and documenting that Medicaid funds were sought for all eligible services for juveniles referred by DYS and admitted to the Contractor's program.
3. The Contractor **shall** develop and maintain a daily on-site sick call protocol; the protocol **must** be approved by DYS and address any minor medical complaints or concerns by juveniles.
4. The Contractor **shall** also develop and maintain acute off-site medical or mental health protocols approved by DYS. The Contractor **shall** provide transportation to and from all scheduled mental health and medical appointments to include scheduling of doctor, dentist, and eye appointments and emergency off-site visits.
5. The Contractor **shall** maintain records which reflect that the needed medical and mental health treatment (including without limitation: medical, dental, mental health and any acute psychiatric care) was delivered. The records **shall**, at a minimum, reflect presenting symptoms, the name and address of physician or other licensed health care professional to whom youth was referred, their diagnosis, prognosis, and medical treatment plan, as well as a record of the contractor's compliance with all physician orders. Contractor **shall** submit certification of those services with the monthly billing to DYS that includes the date, time, and place, along with who provided the service and the type of service provided.
6. The Contractor **shall** provide to DYS all medical documentation for medical and mental health services provided immediately upon request by DYS. The Contractor **shall** maintain a separate confidential medical file for each juvenile in a locked and secure location onsite.
7. The Contractor **shall** follow all federal Health Insurance Portability and Accountability Act (HIPAA) privacy and security rules regarding the juvenile's mental health and medical records.
8. The Contractor **shall** have a licensed mental-health professional(s) to meet the mental/behavioral health and crisis mental health needs of all DYS-referred juveniles in Contractor's care. The Contractor **shall** keep a copy of all current mental health licenses for each mental health professional employed by them.
9. All staff employed by the Contractor **shall** be trained in trauma-informed care and suicidal ideation, along with training on the suicide prevention protocol developed by the contractor and approved by DYS, and demonstrate expertise in managing youth in crisis. This training **shall** be a part of new hire orientation and annual in-service training. The Contractor **shall** keep a copy of the training in each staff's personnel file.
10. The Contractor **shall** ensure that any medications required by juveniles are administered and monitored by appropriately licensed medical professional or supervise the self-administration of medications by the

juvenile. The Contractor **shall** keep a list of medications, including over-the-counter medications, and any controlled substances it maintains. A signed doctor's order **must** be kept on all medications, including over-the-counter medications, and any controlled substances it maintains. A Medication Administration Record (MAR) **must** be kept on all medications dispensed to each juvenile by the contractor.

11. Contractor **shall** provide for any unmet needs identified on the discharge summary with recommendations for follow up. This documentation **shall** include all presenting mental health and medical problems and treatment provided.

D. Environment

1. The Contractor **shall** comply with all local, state, and federal health and sanitation rules and regulations. A current copy of health and sanitation certificates and all reports **must** be submitted to DYS, and a copy kept on file and available for inspection by DYS.
2. The Contractor **must** submit and have on file current fire inspection demonstrating full compliance with federal, state, and local fire codes for a community residential facility. The contractor **shall** keep a log of all required fire drills and severe weather drills.
3. The Contractor **shall** ensure that all facility staff are trained in security measures and emergency procedures during orientation and at least annually as part of in-service training. The Contractor **shall** maintain documentation of this training, including training materials employed, the dates such training was conducted, and the names of staff members in attendance at each training session.
4. The Contractor **shall** adhere to reporting requirements and time frames specified in DYS Policy (which includes notification to the Child Abuse Hotline where applicable) and any subsequent amendments to these policies, procedures, or guidelines. DYS will notify appropriate officials of the Arkansas Department of Human Services (DHS) of incidents where applicable.
5. The Contractor **shall** adhere to all DYS policies, procedures, and directives regarding the reporting of any incidents and situations where juveniles referred by DYS and admitted to the contractor's program are AWOL (escaped, absconded, or absent without the facility's permission).
6. The Contractor **shall** adhere to all DYS policies, procedures, and directives concerning suicide prevention and intervention regarding juveniles referred by DYS in residence at the Contractor's facility.
7. The Contractor **shall** ensure that only qualified and properly trained staff works directly with juveniles referred by DYS in residence at the Contractor's facility. The Contractor **shall** maintain documentation to show that all staff are trained in professional conduct and appropriate relationships with juveniles.
8. The Contractor **shall** ensure that the facility where juveniles referred by DYS are in residence, including all recreational, educational, treatment, and service areas, is designed, constructed, and furnished in a manner to minimize the risk of suicide, assault, abuse, or maltreatment.
9. The Contractor **shall** submit Contractor's policies and procedures, including those for suicide risk management and intervention, to DYS within five (5) calendar days of the effective date of the contract. Contractor's policies and procedures **must** be approved by DYS and **must** meet the requirements of DYS Policy and Procedures Section. After review by DYS, should the facility procedure be determined to not meet the requirements specified, the Contractor **shall** submit amendments to the facility procedure to DYS to bring the procedures into compliance within fifteen (15) calendar days after receiving such notice. These policies and procedures **shall** be reviewed annually and updated as necessary.
10. The Contractor **shall** maintain a permanent daily residential log on each living unit, which details each room check during hours which juveniles are confined to their room for any reason or placed in a time out room. This logbook **shall** also serve as the living units' daily logbook, logging all activities that occur both on and off the unit to include formal counts, movement off and onto the unit, all activities occurring on the unit.
11. The Contractor **shall** follow all DYS directives, policies, and procedures.
12. The Contractor **shall** maintain compliance with the Prison Rape Elimination Act (PREA).

13. All DYS clients **must** be housed in separate room spaces from all non-DYS clients.

E. Education

1. The contractor **shall** ensure that each youth who is of compulsory school age receives the required number of educational hours per the Arkansas Department of Education (ADE), Division of Elementary and Secondary Education (DESE) in an appropriate school-based setting, whether provided onsite or offsite in a public education setting or through Virtual Arkansas (a DYS-contracted online education system). If provided onsite, the Contractor **shall** employ the appropriate number of ADE-appropriately licensed teachers in each subject matter provided. The contractor **shall** ensure any youth with an Individualized Educational Plan or a 504 Educational Plan, or who is eligible or has received other specialized educational services, continues to receive such services while in the group home. The Contractor **shall** ensure any youth who is pursuing a GED is receiving appropriate GED services, whether provided onsite or offsite in a public education setting. Contractor **shall** coordinate with DYS Educational Department as needed to ensure full compliance with educational requirements and for any educational consultation.
2. The Contractor **shall** ensure all youth are properly enrolled in school. whether provided onsite, offsite, or through Virtual Arkansas. The Contractor **must** ensure that each DYS juvenile housed in their group home is receiving the required hours of classroom instruction as mandated by DESE .
3. The Contractor **shall** review the course of study provided by a local public or private school district to determine that the Individual Education Plan (IEP) or 504 Individual Education Plan, if applicable, is being addressed for each juvenile referred by DYS and admitted into the Contractor's program and **shall** report academic information obtained from a local public or private school district in the manner and format required by DYS policies, procedures, and guidelines.
4. The Contractor **shall** provide all known academic information to the local public or private school district and request that the local public or private school district develop and implement a written IEP or 504 plan, if applicable, which meets all state and federal requirements, including DESE rules and regulations for those juveniles who require such plans, and that the most current plan is on file and submitted to the DYS education department.
5. The Contractor **shall** request and maintain the educational records for all juveniles referred by DYS and placed in the Contractor's facility from the local public or private school district.
6. The Contractor **shall** record and report all academic information for each juvenile in the manner and format required by DYS policies, procedures, and guidelines.
7. The Contractor **shall** allow DYS, DESE, and any other authorized agency access to all DYS juvenile records pertaining to education.
8. Student Success Plans **shall** be completed within thirty (30) academic days of admission for juveniles admitted directly from assessment.
9. GED Program implementation, if applicable, **shall** occur within one (1) academic day of admission.
10. Assessments for literacy and math remediation to determine strengths and weaknesses **shall** be reviewed or completed within ten (10) academic days. Remediation assignments **shall** be determined based on results.
11. Credit Recovery class enrollment, including summer school, **shall** be completed as designated by DHS.
12. "Child Find" evaluation and referral, if applicable, **shall** be completed within thirty (30) academic days.
13. Transfer, IEP, and 504 conferences **shall** be completed within thirty (30) days of arrival.

F. Community Re-entry Planning and Discharge

1. The Contractor **shall** actively engage in the development of the aftercare plan and the exchange of information relative to the juvenile with the designated aftercare provider. The Contractor **shall** maintain documentation of all contacts with the aftercare worker in each juvenile's record to include records forwarded to the aftercare worker.

- a. The Contractor **shall** provide a copy of all records and a copy of the discharge plan to the designated aftercare provider at least forty-five (45) calendar days prior to discharge.
- b. The Contractor **shall** notify the aftercare worker of the established transfer date at least forty-five (45) calendar days prior to discharge or immediately if there is any change in the transfer date.
- c. The Contractor **shall** cooperate with the aftercare provider in scheduling any aftercare conferences with the client, the client's legal caregiver/guardian, and the aftercare provider. The Contractor **shall** sign one hundred percent (100%) of aftercare plans to document the contractor's participation in aftercare conferences and knowledge of the plan(s).
- d. The Contractor **shall** upload the discharge summary into JJIS forty-five (45) days prior to the youth's discharge. A signed copy of the discharge summary **must** also be provided to the DYS Case Coordinators.
- e. The Contractor **shall** submit a Status Change for Juveniles in DYS Custody (RS-9 form) in the manner required by DYS with an accompanying transfer or discharge summary to support the recommendation whenever the assigned counselor and/or therapist indicates the transfer or discharge of the juvenile from the group home is appropriate.
- f. The Contractor **shall** ensure that the appropriate staff attends any scheduled court hearings in their client's delinquency cases without being subpoenaed and provides testimony and documentation as requested. If a juvenile is required to attend a hearing in a case other than their delinquency case, program staff **shall** be required to attend as directed by DYS.
- g. The Contractor's therapist and case manager **shall** actively participate in developing the aftercare plan in cooperation with the client, the client's legal caregiver/guardian, and the aftercare worker.
- h. The Contractor **must** participate with the juvenile in the independent assessment for Medicaid PASSE program.
- i. The Contractor **shall** upload the final agreed-upon aftercare plan and signed discharge summary in JJIS within ten (10) calendar days from scheduled discharge from the group home.
2. The Contractor **shall** transport the juvenile to the recommended post-discharge placement if approved by DYS. The Contractor **shall** ensure appropriate transport arrangements are made for the juvenile if discharged to community.
3. The Contractor **shall not** transfer or discharge a juvenile referred by DYS from the Contractor's program, nor return a juvenile to DYS or place in juvenile detention center time out without prior authorization from DYS.
4. The Contractor **shall** provide written notification to the designated community-based provider of anticipated discharge of a juvenile referred by DYS at least forty-five (45) calendar days prior to the discharge. A copy of the notification **shall** be maintained by the Contractor in the juvenile's individual case file for review by DYS.

G. Quality Improvement

1. The Contractor **shall** have a quality improvement process in place. At a minimum, the Contractor **must** identify the personnel responsible for implementing quality improvement processes, their position in the organization via organizational chart, and the processes and corresponding structures in place for maintaining high quality services, program and curriculum fidelity, and monitoring all outcomes.
2. Contractor **must** cooperate with all DHS and DYS quality-assurance monitoring site visits. This may be done by DHS and/or DYS employees or by groups contracted with DHS/DYS.

2.4 ORGANIZATION, STAFFING AND ACCREDITATION

1. The Contractor **shall** employ a Clinical Director who shall be clearly responsible for implementation of treatment planning and service delivery. The Clinical Director **shall** hold a master's degree in a human services field, have

two (2) years' experience in placement or treatment, and be currently licensed in Arkansas as a mental health professional (as recognized by Arkansas Medicaid).

2. The Contractor **shall** employ at least one (1) Caseworker who shall coordinate the implementation of the treatment plan. The Caseworker **shall** be a qualified master's-level behavioral health professional and shall be supervised by the Clinical Director.
3. All therapy and counseling **shall** be provided by qualified therapists who are master's level clinicians licensed in Arkansas as therapists and in good standing before the licensing board.
4. Contractor **shall** ensure at least a one (1) staff to every eight (8) juveniles ratio (1:8) during the hours that youth are awake. The Contractor **shall** also ensure sufficient staff to provide adequate and continuous supervision of youth. Staffing **shall** be adequate to provide for visitation, transportation to health care appointments off-site, and access to school programming and other scheduled activities.
5. During waking hours, the Contractor **shall** ensure that all juveniles referred by DYS in residence at the Contractor's facility are supervised at all times. Movement within the facility and to destinations outside the facility **must** be highly structured to ensure safety and security or supervised continuously.
6. During sleeping hours, and any other time a juvenile is placed in his/her room or time out room, the Contractor **shall** ensure that all juveniles referred by DYS and in residence at the Contractor's facility are visually monitored through room checks at least every fifteen (15) minutes. During sleeping hours, the Contractor **shall** ensure a continuous ratio of direct care staff of no less than one (1) staff member for twelve (12) juveniles (1:12). If the contractor uses a house parent model, neither the house parent's children nor any other relative or guest of the house parents **shall** be present on the housing units of DYS youth at any time nor in any other location that DYS youth might be present.
7. The Contractor **shall** maintain documentation of appropriate supervision of staff that meets board/regulatory requirements.
8. Contractor **shall** identify a minimum of one (1) staff member who shall be responsible for implementing quality improvement processes.
9. Contractor **shall** maintain on-site, readily accessible copies of all required credentials, licenses, and certifications for staff who are required by state laws, rules, or regulations to be licensed and shall notify DYS immediately upon any changes in licensure, certification status, and any reports produced by DCCECE or the Child Welfare Agency Review Board in relation to contractor. Contractor **must** meet Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency.

2.5 REPORTS AND BILLING

1. The Contractor **shall** submit a certification that services have been rendered in accordance with the Scope of Work and **shall** enter the required juvenile information into the Juvenile Justice Information System (JJIS) in conjunction with their monthly billing by the tenth (10th) day of the following month. The billing **must** include the assurance that residential group home services have been provided in compliance with all applicable performance indicators of this contract.
2. Contractor **shall** submit all requests for reimbursement for services to DYS no later than the tenth (10th) working day of the following month via JJIS. Only signed original invoices will be accepted. Contractor **shall** attach supplemental documentation.
3. Clients may be temporarily absent from the program because of illness, admission to a hospital for medical needs or mental health needs, incarceration, trial home visits, or due to runaway behavior. Only juveniles physically in the facility **shall** be counted for the midnight census and for billing purposes.
4. The Contractor **shall** monitor monthly expenditures of services. Contractor **shall** not exceed the total liability of the contract without prior written approval from the DYS.
5. The Contractor **shall** provide DYS with monthly individual progress reports for each juvenile placed and currently in residence at the Contractor's facility. If a juvenile is not in the contractor's program for a full month, a partial monthly report **shall** be entered into JJIS. These monthly progress reports **must** be entered

in the JJIS by the tenth (10th) day of the following month.

6. The Contractor **shall** submit an annual report detailing an independent fiscal audit, program specific for the group home (GH), or a single audit report with a supplemental schedule listing GH revenue and expenditures and the year-end total of GH days provided to clients of the program, certified by a Certified Public Accountant in accordance with generally accepted accounting principles. The fiscal audit report **shall** contain detailed revenue and expenditures for GH. The report **must** be submitted directly to the DHS Office of Payment Integrity and Audit within one hundred twenty (120) days after the end of each contract year. For-profit entities will not be required to file audit reports.

2.6 MALE SEX OFFENDER (12-bed) GROUP HOME

1. The Contractor **shall** meet all requirements of the RFQ as outlined in the Scope of Work along with providing the specialty of developing a comprehensive juvenile sex offender curriculum.
2. The Contractor **shall** use The Association for the Treatment of Sexual Abusers (ATSA) **Adolescent Practice Guide** in developing a comprehensive sex offender treatment, milieu, and program structure. The treatment used **shall** be evidence-based principles of correctional intervention – risk, need, and responsivity. The milieu and program structure **must**, at a minimum, be research informed with demonstrated effectiveness in treating juvenile sex offenders.
3. The Contractor **shall** agree to abide by the Association for the Treatment of Sexual Abusers Professional Code of Ethics (2017).
4. The Contractor **shall** use the Juvenile Risk Assessment Tool (J-RAT), both the J-RAT (Rich, 2009) and the J-RAT/IR (Interim Reassessment), for all juveniles referred by DYS for sex offender treatment.
5. The Contractor **shall** employ the appropriate number of professionally licensed and clinically trained practitioners who are experienced in providing direct clinical services (assessment, individual and/or group treatment) to individuals who have engaged in sexual offending behavior.
6. The Contractor **must** ensure the appropriate level of programming is being provided, which shall include both weekly individual counseling and daily group sessions as outlined in the approved sex offender curriculum along with being trained in the Juvenile Risk Assessment Tool (the J-RAT (Rich, 2009) and J-RAT/IR (Interim Reassessment)). The Contractor **shall** be responsible for ensuring the fidelity of the milieu and treatment curriculum and programming being delivered.
7. The Contractor **shall** ensure all staff, as part of their new hire orientation, are trained in the treatment milieu and program curriculum and components. The Contractor **shall** keep a copy of each staff's training in the staff's personnel file.

2.7 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.
 2. The State **shall** require additional performance bond protection when a contract price is increased or modified.
 3. The additional performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.
 4. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation **must** be provided to the State with each required notice.
 5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

2.8 **PERFORMANCE STANDARDS**

1. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
2. 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. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
3. The State has 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 Contractor so as to establish standards that are reasonably achievable.
4. All changes made to the Performance Standards will become an official part of the contract.
5. Performance Standards will continue throughout the aggregate term of the contract.
6. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
7. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
8. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 RESPONSE SCORE

- A. OP will review each *Response Packet* to verify submission Requirements have been met. *Response Packets* that do not meet submission Requirements will be rejected and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Responses. Evaluation will be based on Prospective Contractor's response to the *Information for Evaluation* section included in the *Response Packet*.
1. Members of the Evaluation Committee will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFQ evaluation factor, the response squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFQ evaluation factor, the response squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFQ evaluation factor, the response is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFQ evaluation factor, the response's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFQ evaluation factor, the response is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFQ evaluation factor, the response clearly does not meet the requirement, either because it was left blank or because the response is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the committee, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The *Information for Evaluation* section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

RESIDENTIAL GROUP HOME (MALES ONLY)

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Qualifications	10	25	250
E.2 Approach to Scope of Work	50	50	500
E.3 Organization, Staffing and Accreditation	5	25	250
Total Technical Score	65	100%	1000

SPECIALTY MILIEU (MALE SEX OFFENDER)

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Qualifications	10	10	100
E.2 Approach to Scope of Work	50	40	400
E.3 Organization, Staffing and Accreditation	5	10	100
E.4 Specialty Milieu	5	40	400
Total Technical Score	70	100%	1000

*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The response's weighted score for each sub-section will be determined using the following formula:

$$(A/B) * C = D$$

A = Actual Raw Points received for sub-section in evaluation
 B = Maximum Raw Points possible for sub-section
 C = Maximum Weighted Score possible for sub-section
 D = Weighted Score received for sub-section

- E. The response's weighted scores for sub-sections will be added to determine the Total Score for the response.
- F. Responses that do not receive a minimum weighted score/subtotal of 700 may be disqualified from contract award.
- G. The proposals with the highest Response Scores will be selected as the apparent successful bidder.

3.2 DEMONSTRATION SCORE

- A. The Prospective Contractors with the top three response scores after the completion of the response evaluation will be contacted to schedule a demonstration.
- B. The buyer will create a second set of score sheets by copying the Excel workbook (including the scores entered) and titling each of the score sheets in that workbook as the "Post-Demonstration" score sheets.

- C. After each demonstration is complete, the Evaluation Committee members will have the opportunity to discuss the demonstration and revise their individual scores on the Post-Demonstration Consensus Score Sheet based on the information in the demonstration.
- D. The final individual scores of the evaluators on the Post-Demonstration Consensus Score Sheets will be averaged to determine the final score for each response.

3.3 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that subjective judgments will be made during the evaluation and scoring of the responses.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Department of Human Services
Accounts Payable / Slot W406
P.O. Box 8068
Little Rock, AR 72203

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

4.2 GENERAL INFORMATION

A. The State will not:

1. 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 thirty (30)-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses, or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of deinstallation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

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

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

4.3 CONDITIONS OF CONTRACT

- A. 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. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

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 Contractor-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 Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$1,000,000.00 whichever is higher. The foregoing limitation of liability will 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 Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

4.5 RECORD RETENTION

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

4.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to 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 has the right to require additional information pertaining to the requested increase.

- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

4.7 CONFIDENTIALITY

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

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments to](#) the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- 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.

4.10 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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 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 a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Response Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **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 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:** Prospective Contractor's responses 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 only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
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 and (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 OP. 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. **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.
23. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response 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.
25. **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.