



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			
Bid Number:	710-20-0003	Solicitation Issued:	March 20, 2020
Description:	Juvenile Justice Community-Based Re-Entry and Vocational and Career Support Services		
Agency:	Division of Youth Services		
SUBMISSION DEADLINE FOR RESPONSE			
Bid Submission:	April 10, 2020 @ 1:30PM CST	Bid Opening:	April 10, 2020 @ 2:00PM CST
Responses shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit responses at the designated location on or before the bid submission date and time. Responses received after the designated bid submission date and time shall be considered late and non-responsive. It is not necessary to return "no bids."			
DELIVERY OF RESPONSE DOCUMENTS			
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
Drop off (walk in):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201		
Commercial Carrier (UPS, FedEx or USPS Exp):	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.		
Bid's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• 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/about-dhs/op/procurement-announcements		
OPS 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 procure Juvenile Justice Community-Based Re-Entry and Vocational and Career Support Services in each of the eleven (11) designated regions (Appendix A).

Arkansas Code Annotated § 9-28-201 charges DHS, a division under DHS, with “responsibility to provide its youth with appropriate services and programs to help decrease the number of juvenile offenders in the state and to create a better future for the state's youth” while maintaining public safety.

These contracts will serve:

1. non-custodial juveniles at-risk of delinquency or Families in Need of Services (FINS) who have been referred by the juvenile courts to the community-based program (CBP) to receive services;
2. adjudicated juveniles who are preparing for and have completed either DHS-contracted residential facilities or residential/ group home placements provided by DHS requiring the planning and delivery of re-entry services; and
3. juveniles not in DHS's residential settings, who have been assessed as in need of vocational services and career support with the goal of diversion or reduction of recidivism in re-entry.

1.2 TYPE OF CONTRACT

- A. The term of this contract(s) **shall** be for one (1) year. The anticipated starting date for the contract is July 1, 2020. Upon mutual agreement by the Contractor and agency, the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- B. The total contract term shall not exceed more than seven (7) years.
- C. Any resultant contract(s) of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

1.3 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Contractor questions regarding this Bid Solicitation should be made through the OP Buyer as shown on page one of this document.

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

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

Contractors 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 Contractor, for more detailed directions to the bid opening location

1.5 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. The words “bidder”, “Contractor”, “Contractor” and “prospective Contractor” are used synonymously in this document.
- D. The terms “Request for Qualifications”, “RFQ” and “Bid Solicitation” are used synonymously in this document.
- E. The terms “buyer” and Issuing Officer” are used synonymously in this document.
- F. “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.

Collective Terms	Definition
Assessment	Formal administration of a validated risk/needs assessment, a validated trauma screening, and a validated suicide/self-harm screening, or other validated assessment tool other than a psychiatric or diagnostic assessment requiring state licensure. Assessment services must be performed by bachelor's degree or higher staff who have been fully trained to administer any screening or assessment instrument being administered, including any interpretation of results. All juveniles must receive an initial validated risk/needs assessment, along with the Structured Assessment of Violence in Youth (SAVRY) or Youth Level of Service/Case Management Inventory (YLS/CMI™) assessment if the SAVRY has not been administered within the last thirty (30) days of intake and no change of circumstances has occurred. Reassessments must occur at a minimum of every six (6) months, but may be administered more frequently if a documented, material change in circumstances occurs (e.g., the juvenile is arrested on a new charge). Home evaluations for Interstate Compact for Juveniles (ICJ) juveniles are not included in this service type.
Case Management	Direct or indirect intervention by bachelor's degree or higher staff to identify problems, needs, progress, or status of the juvenile or family member, or to assist the juvenile or family in accessing or benefiting from services. May include activities that occur without the juvenile or family member present. Examples include but are not limited to home evaluation, in-person or telephone contact, case planning or staffing, report writing, assisting client in completing applications, scheduling appointments, placement referral, advocating for client with school or service providers, and transporting juvenile or family member to an offsite activity. May also include group activities with clients from two (2) or more separate cases, such as accompanying a group on an incentive activity or checking attendance of several students at the same school. Documentation of case management and services must be present in each case file.
Cognitive Behavioral Treatment (CBT) Curriculum	Incorporates research from cognitive restructuring theory, social skills development, and the learning and use of problem-solving skills.
Comprehensive Educational Support Services	Works with DYS Educational staff to assist the juvenile and juvenile's custodial guardian/legal guardian with school re-entry if returning to local school district or a private school setting. This includes assisting with school enrollment and monitoring school progress and attendance. Assists with finding resources to complete GED or obtain a GED in lieu of a high school diploma. Helps the juvenile to explore career options, assist in enrollment in vocational/technical colleges or a two-(2) or four-(4) year college/university.
Community Service Supervision	Includes a court-ordered sanction or diversion program which provides a site or referral for community service work and supervision of the juvenile on the work site by program staff in a manner that achieves compliance with the established plan of service.

Court Appearance	Attending scheduled court hearings with or without a subpoena. Contractor staff with knowledge of the case plan must attend all court hearings for DYS-committed juveniles. Agreements among Contractors are permitted to provide local staff to attend court hearings where practicable.
Day/Evening Reporting	A non-secure (i.e., unlocked) alternative to secure confinement allowing juvenile to report to a central location between designated times to receive supervision and services, including educational supports, vocational supports, social skills, independent living skills, and therapeutic services provided by the Contractor or other agencies.
Diversion	To redirect juvenile offenders from the justice system through programming, supervision, and supports. The structure and operation of diversion programs vary, but the overall goal is to address delinquent behavior informally in the community in an effort to prevent subsequent offending.
Drug Screening	The collection and analysis of a urine or cheek sample to determine if a juvenile is using or under the influence of drugs.
Electronic Monitoring (EM)	Electronic system providing a surveillance officer with a real-time, periodic, or on-demand report of a juvenile's location, which may include alerts when the juvenile leaves a designated area. Electronic monitoring may be used to enforce curfew or as a sanction for violating terms of court orders.
Emergency Shelter	Room, board, and incidental services for juvenile whose circumstances or behavioral problems necessitate immediate removal from their homes or temporary placement in the community until long-term residential arrangements can be made. Emergency shelter can be used as a short-term alternative to detention, respite care for a juvenile whose placement at home is at risk of disruption, step-down from DYS residential treatment, or a temporary placement until permanent arrangements for a juvenile can be made. Emergency shelter is limited to a maximum of sixty (60) days in any one six (6) month period. Emergency shelter providers must have appropriate licensure as a childcare facility and otherwise as required by state law. Staffing ratios should be one (1) staff for every eight (8) juveniles or 1 to 8 during awake hours and one (1) staff to every twelve (12) or 1 to 12 during sleeping hours and overnight.
Field Evaluation	Also known has as family and community assessment. The Field Evaluation consists of six (6) sections: Juvenile Information, Family/Custodian Information, School Information, Peer Information, Delinquency/FINS Information, and Health and Prior Service Information, along with Comments and Recommendations. This Field Evaluation must be completed by the appropriate community-based provider and entered into Rite Track/Juvenile Justice Information System (JJIS) within seven (7) calendar days from date of commitment to DYS custody.
Frequency of Service	How often a specific service is provided.
Interstate Compact Juveniles (ICJ) Home Evaluation	Completion of a walkthrough assessment of a potential placement for a juvenile referred for probation or parole supervision under the terms of the Interstate Compact for Juveniles (ICJ). This includes in-person visit to the home, interview of the identified caregiver, and completion of the ICJ Home Evaluation form within twenty (20) days of referral. The person completing the evaluation is not required to be licensed.
Independent Living Skills	Coaching of a juvenile age sixteen (16) or older to increase their capacity to live independently and to integrate successfully as adults in the community. Skills taught may include but are not limited to self-care, medication management, personal financial management, household management, meal preparation, task completion, time management, and interpersonal communication skills.
Interpreter Services	Consecutive interpreting which is used in one-to-one or small group settings to facilitate communication between two (2) or more languages.
Juvenile Justice Information System (JJIS)	The DYS juvenile electronic case management and data collection database system. Currently known as Rite Track.
Mentoring	A relational service by a qualified volunteer or paid adult who serves as positive role model. Mentoring provides juveniles with mentors who can develop an emotional bond with the mentee, have greater experience than the mentee, and can provide

	support, guidance, and opportunities to help juvenile succeed in life and meet their goals (DuBois and Karcher, 2005). Mentoring relationships can be formal or informal. The essential components include creating caring, empathetic, consistent, and long-lasting relationships, often with some combination of role modeling, teaching, and advising that allows the juvenile to benefit from the knowledge and experience of the mentor to progress toward personal, academic, or social goals.
Rewards/Incentives	A set of integrated practices used consistently by all staff in all settings to promote positive behavior. They may include the following: prize, perk, activity, or other inducement to motivate a juvenile to achieve established goals or complete phases of the case plan. Rewards/incentives should be established in writing in the case plan or other document provided to the juvenile and family.
Sanctions	Consequences imposed by the court or part of a graduated sanctions grid developed with the court and Contractor staff for juvenile's non-compliance with terms of diversion or aftercare. May include restrictions on activities, such as curfew, or additional requirements to be met, such as written assignments or community service hours. Sanctions should be established in writing in the case plan or other document provided to the juvenile and family.
Transportation	Transporting of a juvenile or family member to a placement or point of service or activity on the case plan. Does not include staff travel to or from a point of service when the client is not present in the vehicle. If client is being transported by car, transporting staff must hold a valid driver's license and current liability insurance.
Unit of Service	Fifteen (15) minutes. It is used to report on the number of units provided for any service delivered.
Vocational Services & Career Support	Provides a Job and Career Coach who offers job readiness training, i.e., completing applications, preparing a resume, searching for jobs, effective interpersonal skills, time management, problem solving, and conflict resolution. Career support provides supportive services to juveniles when they are transitioning to the labor market. Services may include career assessments, exploration of career options, and assistance in enrollment at vocational/technical colleges or enrollment in a two-(2) or four- (4) year accredited college or university. Services must meet Temporary Assistance for Needy Families (TANF) grant regulations.

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that Contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the Contractor's response or in subsequent correspondence, **shall** cause the Contractor's response to be disqualified.
- C. Contractor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page* in the *Response Packet*. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.7 RESPONSE DOCUMENTS

A. Original Response Packet

1. The original *Response Packet* **must** be submitted on or before the bid submission deadline date and time.
2. One original *Response Packet* **must** be submitted for each of the regions bid.
3. Contractor may submit *Response Packets* for up to eleven (11) regions and must rank these in order of bidder preference (1st choice, 2nd choice, etc.).
4. Each original Response Packet **must** be sealed in a separate envelope marked with the name of the bidding entity, bid number, region bid and Contractor's preference ranking if Contractor wishes to bid on more than one region (1st choice, 2nd choice, etc.).
5. The Response Packet must include the following and, submitted in the following order:

- a. Original signed *Response Signature Page*. (See *Response Signature Page*.)
- b. Original signed *Agreement and Compliance Pages*.
- c. Original signed *Proposed Subcontractor Form* (See *Subcontractors*.)
- d. Signed addenda to this RFQ, if applicable. (See Requirement of Addendum.)
- e. EO 98-04 Disclosure Form, completed and signed (Attachment A).
- f. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- g. Response to the *Information for Evaluation* section included in the *Response Packet*.
- h. Other documents and/or information as may be expressly required in this *Bid Solicitation*.

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

B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder's response. (See Section 1.13: *Pricing*.)

C. Copies and Redacted Copy of the *Response Packet*.

In addition to the hard copy of the *Response Packet*, the following **must** be submitted:

1. One (1) electronic copy of the *Response Packet* for each region bid, preferably on a flash drive and five (5) hard copies of the original packet. CD's will also be acceptable. To the extent possible, all electronic files should be a single document in PDF format.
2. The electronic copy **must** be identical to the hard copy. In case of a discrepancy, the hard copy shall govern.
3. If DHS requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
4. One (1) redacted copy (if applicable), marked "REDACTED" of the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their Response.
 - *Response Signature Page*.
 - *All Agreement and Compliance Pages*.
 - *Proposed SubContractors Form*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - Response to the *Information for Evaluation* section of the *Response Packet*.
 - Other documents and/or information as may be expressly required in this RFQ. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- B. The hard copy of the original *Response Packet* should be arranged in the following order and must be tabbed and labeled with the name of each section.

1.9 CLARIFICATION OF BID SOLICITATION

- A. Contractor **must** use the Question Submission Template (Attachment B) when requesting clarification of information contained in this RFQ. The Question template **must** be submitted via email by 4:00 p.m. Central Standard Time on or before March 27, 2020 to the Issuing Office as shown on page one (1) of this RFQ.

- B. Contractors' written questions will be consolidated and responded to by DHS. The State's consolidated written response is anticipated to be posted to the websites listed on page 1 by the close of business on April 3, 2020.
- C. Contractors may contact the OP buyer with non-substantive questions at any time prior to the bid opening.
- D. Oral statements by OP shall not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.

1.10 **RESPONSE SIGNATURE PAGE**

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Response Signature Page* included in the *Response Packet*.
- B. Contractor's signature on this page **shall** signify Contractor's agreement that either of the following **shall** cause the Contractor's response to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a Requirement of this *Bid Solicitation*.

1.11 **AGREEMENT AND COMPLIANCE PAGES**

- A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Response Packet*.
- B. Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 **SUBCONTRACTORS**

- A. Contractor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Response Packet* to indicate Contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* 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 **PRICING**

- A. Contractor **must not** include any pricing in their response. If the hard copies or electronic copies of their response packet contain pricing, the response shall be disqualified.
- B. Pricing for services covered in this RFQ shall be as follows:
 - o 1/12th Base Contract Pricing by Region per Appendix B (Community Based Programs Funding Formula);
 - o Fee-for-Service Rates for Re-Entry Services:
 - Five hundred dollars (\$500.00) for Initial Field Evaluation and participation in all scheduled DYS Treatment Team Staffing for all juveniles assigned to the community-based provider (CBP) by DYS;
 - Five hundred dollars (\$500.00) for participation and collaboration in the development of the juvenile's Re-entry Service Plan thirty (30) days prior to anticipated release from DYS-contracted facility or residential group home;
 - One thousand dollars (\$1,000.00) for all required re-entry services to include scheduling for any appointments and assisting with appropriate educational enrollment;
 - Five hundred dollars (\$500.00) per month for delivering the core re-entry services (maximum of five (5) months).

Maximum Service Fee of \$4,500.00 per juvenile served over six (6) months. Payment for Fee-for-Service Rates **shall** be based solely on encounter data entered into the DYS-provided Juvenile

Justice Information System (JJIS) in the format, method, manner, and timeframe prescribed by DYS; and

- o One hundred thousand dollars (\$100,000.00) TANF grant-funded flat funding for Vocational Services & Career Support.

C. Prices may be adjusted in the future based on need.

D. DHS specifically reserves the right to revisit the funding formula for each region currently based on population census and further adjusted for poverty associated in each region for state fiscal year 2023.

1.14 **PRIME RESPONSIBILITY**

A. A single Contractor **must** be identified as the prime Contractor and shall be the sole point of contact.

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.

1.15 **PROPRIETARY INFORMATION**

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

B. 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.

C. 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.

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

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

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

G. If the State deems redacted information to be subject to FOIA, the Contractor will be contacted prior to release of the documents.

1.16 **CAUTION TO CONTRACTORS**

A. Prior to any contract award, all communication concerning this RFQ **must** be addressed through the Issuing Officer.

B. Contractor **must not** alter any language in any solicitation document provided by the DHS.

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

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

E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.

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

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

1.17 **REQUIREMENT OF ADDENDUM**

A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by DHS.

B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

- C. The Contractor **shall** be responsible for checking the websites listed on page one for any and all addenda up to bid opening.

1.18 **QUALIFICATION AND AWARD PROCESS**

A. **Award Determination**

1. A contract will be awarded to a single Bidder in each region of the state (See Appendix A).
2. DHS intends to award at most one (1) region of the state to a single Bidder. If insufficient responsive responsible bids are submitted to achieve full coverage of the state, DHS may award more than one region to a single bidder, as needed.
3. The total Score for each Bidder per region will be used to determine the ranking of responses per region.
4. The highest scoring Bidder in each region will be offered a contract. If the highest scoring Bidder declines to contract, DHS will proceed to the next highest scoring Bidder for the region. This process may be repeated until an anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.
5. 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.
6. DHS reserves the right to award multiple contracts.

B. **Negotiations**

1. If the agency so chooses, it **shall** also have the right to enter discussions with the highest-ranking Contractors to further define contractual details. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.

C. **Anticipation to Award**

1. Once anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page 1 of this RFQ.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. 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-day posting period.
3. DHS **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 Contractor's responsibility to check the websites for the posting of an anticipated award.

D. **Issuance of a Contract**

1. One (1) contract will be awarded to one (1) respondent within each specified region area across the state.
2. No more than one (1) region of the state will be awarded to a single Bidder.
3. Any resultant contract(s) of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
4. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

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

- A. A minority-owned business is defined Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

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

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

1.20 **EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the 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. 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. 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, prior to the award of a contract, selected Contractor(s) must have a current certification on file with OP stating that they do not employ or contract with illegal immigrants.
- B. OP will notify the selected Contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the Contractor(s) at that time.

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 Bid 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 Arkansas Code Annotated § 19-11-803(3), a Contractor's past performance with the State may be used to determine if the Contractor is "responsible". Responses submitted by Contractors determined to be non-responsible shall be disqualified.

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 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 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 respondent's solution **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed <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) shall 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. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.

B. Failure to comply with this Requirement shall be cause for a Contractor's response to be disqualified.

1.28 **RESERVATION**

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

1.29 **SCHEDULE OF EVENTS**

Posting of RFQ	March 20, 2020
Vendor Questions Due	March 27, 2020
Response to Written Questions on or About	April 3, 2020
Date and time for Bid Closing	April 10, 2020 @ 1:30PM CST
Date and time for Opening Bids	April 10, 2020 @ 2:00 p.m. CST
Intent to Award Announced On or About	May 4, 2020
Contract Start Date (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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

A. Overview of DHS Organization and Operations

DHS is the largest State agency in Arkansas with approximately 7,200 employees. Act 348 of 1985 allowed DHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHS and to improve the administration and management of resources available to DHS.

The DYS is one (1) of nine (9) divisions and offices that comprise DHS. The divisions provide services to the people of Arkansas and the offices provide necessary support to the other divisions within DHS.

B. Historic Overview of DYS

- Act 199 of 1905 established the first reform schools in Arkansas in Little Rock and Alexander, respectively.
- Act 67 of 1917, the Arkansas Boys' Reform School was relocated to Pine Bluff.
- Act 60 of 1937 established two additional "training" schools at Wrightsville and Fargo.

In 1968, the Department for Rehabilitative Services was assigned responsibility to administer "training" schools. The Benton Services Center was opened and controlled the diagnosis and intake responsibilities regarding the juvenile committed to state custody.

In 1971, Act 38 established the Department of Social and Rehabilitative Services (SRS), a forerunner to the current Department of Human Services. The Office of Juvenile Services was placed under the direction of the Director of SRS. In 1977, the Division of Juvenile Services was formally created as a division within the present Department of Human Services (DHS).

In 1985, Act 348 merged the Division of Juvenile Services with the Division of Children and Family Services until Act 1296 of 1993 reestablished DYS as an independent division within DHS. The Division of Juvenile Services was authorized by Act 1296 to be "devoted entirely to handling the problems of juveniles involved in the juvenile justice system." DYS became operational in October 1993 and is responsible for client-specific programming and individual treatment programs, serious offender programs for violent juvenile offenders, providing alternative community-based programming, and other services specified directly by Act 1296.

C. Guiding Principles for DYS

The Division of Youth Services partners with judges, providers, schools, and other stakeholders to provide a continuum of individualized rehabilitative services and sanctions for at-risk and adjudicated juveniles and their families. Services provide alternatives to confinement or commitment to DYS and support transition of juveniles back into their homes, schools, and communities. Treatment plans for both juveniles and families rely on results of individualized risk and needs assessment and promote positive growth, educational and vocational development, self-sufficiency, and accountability.

Over the years, DYS has developed a network of stakeholders to help support, improve, and maintain the operations of DYS juvenile justice system. Collaboration is essential to the successful treatment of juveniles and daily operations. DYS contracts with multiple Contractors to provide services to pre-adjudicated and in-custody juveniles. The service providers working in conjunction with DYS include, but are not limited to, state and local government agencies and officers, attorneys and court staff, non-profit and charitable agencies, health care providers, community leaders, and juvenile and family advocates. Contractor(s) **must** work cooperatively within the DYS system with stakeholders to meet the needs of each juvenile and to effectively provide services within the DYS structure.

At its core, the Division of Juvenile Services (DYS) believes that:

1. Juveniles are best served in least-restrictive settings located close to home when appropriate evidence-based rehabilitative services are available, and removing juveniles from the home should be the option of last resort;
2. Families, schools, law enforcement, and courts need a wide array of service options, including graduated sanctions outside the courtroom;

3. Decision-making should be data-driven, and programs and services should be supported by data demonstrating their effectiveness in improving outcomes for juveniles and families;
4. Effective community-based services can reduce the use of confinement and commitment to DYS and result in significant fiscal savings in state revenue;
5. Treatment and placement decisions should be individualized and based on a comprehensive, standardized assessment and actively involve juveniles and families in the planning processes;
6. All juveniles in DYS custody should be provided effective education and vocational training opportunities;
7. Limited length of stay recommendations should recognize that effectiveness of treatment provided in institutional settings is diminished after six (6) months, notwithstanding correctional and public safety goals;
8. Collaboration with local school districts is critical to successful prevention, aftercare, and re-entry for DYS juveniles;
9. Funding allocation across residential and community-based services must be rebalanced; and
10. All children and juveniles in the state should have equal opportunities for services and success, without regard to gender, race, ethnicity, disability, geographic location, or income level.

2.2 **MINIMUM QUALIFICATIONS**

A. Bidder **must** meet the following minimum requirements:

1. The Contractor **must** be registered to do business in the State of Arkansas. For verification purposes, Contractor **must** submit official documentation of their active registration from the Arkansas Secretary of State's Office.
2. The Contractor **must** have non-profit status. For verification purposes, bidder must submit official documentation from the Internal Revenue Service (IRS) confirming non-profit status.
3. The Contractor **must** have at least five (5) years of juvenile justice experience providing Family in Need of Services (FINS), Diversion, Supervision and Aftercare/Re-entry services. For verification purposes, Contractor must provide an overview narrative of prior work within the past five (5) years meeting these requirements, and which must include the following:
 - scope of work, including all services provided;
 - time period of work performed;
 - contract amounts; and
 - contact information for staff, including judicial staff, who can verify Contractor's experience, including without limitation the staff member's name, title, current phone number, email address, and mailing address.
4. The Contractor **must** certify that it has not received contract termination due to non-performance within the past three (3) years. Contractor's signature in Section Two of the Response Packet shall certify Contractor's compliance with this qualification;
5. The Contractor must not have received civil or criminal regulatory enforcement action in connection with the United States Department of Justice (DOJ) or similar federal or state regulatory body within the past three (3) years. Contractor's signature in Section Two of the Response Packet shall certify Contractor's compliance with this qualification.
6. The Contractor **shall** provide a copy of one (1) current accreditation by the Council on Accreditation (COA) or Commission on Accreditation of Rehabilitative Facilities (CARF). In addition, the Contractor **must** provide a copy of the most recent accreditation visit findings/report to include any current corrective action plan.
7. The Contractor **must** verify 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 resultant contract.
8. The Contractor **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**

All services rendered to juveniles shall only be provided within the scope of the contract as defined by federal and state law.

A. **Diversion and FINS Service Delivery**

1. The Contractor **shall** utilize the SAVRY assessment, if completed within the last ninety (90) days. If a SAVRY assessment has not been completed within the last ninety (90) days, then the Contractor **shall** use a validated risk/needs assessment to develop a timely individualized needs assessment of each juvenile in the Contractor's program. All documents **must** be entered into the Juvenile Justice Information System (JJIS), currently known as Rite Track.
2. The Contractor **shall** provide a mandatory core set of community-based services and DYS-approved optional services for predominantly court involved juveniles not in the custody of DYS or FINS juveniles referred by the juvenile court, and actively work to divert referred juveniles from further delinquent behaviors.
3. The Contractor **shall** provide a mandatory core set of community-based services, including case management; Cognitive Behavioral Treatment (CBT) groups; independent living skills; parenting classes for both juvenile who have children, along with custodial parents/legal guardians of juvenile; attendance and participation at any scheduled court hearings, as requested by court or DYS; mentoring; and vocational services and career supports.
4. The Contractor **shall** provide case management, meaning direct or indirect intervention by bachelor's degree level or higher staff to identify problems, needs, progress, or status of the juvenile or family member, or to assist the juvenile or family in accessing or benefiting from services. Documentation of case management and services **must** be present in each case file.
5. The Contractor **shall** provide cognitive behavioral treatment (CBT) groups based on curriculum that incorporates principles of risk, need, and responsivity. The Contractor **shall** provide the cognitive behavioral curriculum it plans to use in its program to DYS for review and approval within thirty (30) calendar days of contract start date.
6. The Contractor **shall** provide an Independent Living Skills (ILS) program for all juveniles referred by DYS and admitted to the Contractor's program. 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; and
 - e. housekeeping.
7. The Contractor **shall** provide parenting classes for both juveniles who have children, and custodial parents/legal guardian(s) of the youth.
8. The Contractor **shall** complete, upon request, any court-related or required paperwork and attend, and fully participate, in court appearances related to non-custodial youth referred for diversion services or FINS at the request of either the juvenile court or DYS with or without a subpoena.
9. The Contractor **shall** provide mentoring, meaning a relational service by a qualified volunteer or paid adult who serves as a positive role model and as further defined in Section 1.5 F.
10. The Contractor **shall** propose a list of optional services, such as drug testing, emergency shelter placements, electronic monitoring, day and/or evening reporting centers, transportation, or other services, developed in conjunction with and attested to by the local juvenile judge(s) in the proposed region(s) bid. If the local juvenile judge(s) in the proposed region(s) declines any and all optional services for the term of the contract, then each Contractor **shall** submit a letter developed in conjunction with and attested to by the local juvenile judge(s) in the proposed region(s) that states **no optional services shall be provided** during

the term of the contract. Optional services may be reviewed annually and developed in conjunction with and attested to by the local juvenile judge(s) in the proposed region(s) for review and approval by DYS prior to that year's contract renewal period. Letter **shall** be submitted within thirty (30) calendar days of contract start date or bidder shall be subject to contract termination.

11. The Contractor **shall** provide all necessary services in a community-based setting to juveniles and their families/legal guardians.
12. The Contractor **shall** arrange for visits with the juvenile by Provider-led Arkansas Shared Savings Entity (PASSE) care coordinator, independent assessors, child welfare caseworkers, and other appropriate entities while the juvenile is being served by the community-based provider. Documentation of any such visits shall be maintained by the Contractor in the juvenile's individual case file for review by DYS.

B. Post-Residential Re-entry Service Delivery

Following a residential stay, it is critical that both the juvenile and their family have adequate resources and supports in the community to support improvements the juvenile achieved while in residential placement, to maintain appropriate functioning in the community and adherence to any and all restrictions imposed by the juvenile court.

1. The Contractor **shall** interact with the DYS Treatment Team to serve adjudicated juveniles who are preparing for and have completed residential or group home placements provided by DYS, which requires the planning and delivery of mandatory core set of community-based re-entry services.
2. The Contractor **shall** begin providing all services identified in the juvenile's re-entry plan within seven (7) calendar days of the juvenile's discharge from the residential or group home placements provided by DYS.
3. The Contractor **shall** conduct and enter into the Juvenile Justice Information System (JJIS) a field evaluation, which is also known as family and community assessment, within seven (7) calendar days from date of the juvenile's commitment to DYS custody. DYS will provide the field evaluation format in JJIS.
4. The Contractor **shall** provide case management, meaning direct or indirect intervention by a bachelor's degree level or higher staff to identify problems, needs, progress, or status of the juvenile or family member, or to assist the juvenile or family in accessing or benefiting from services identified on the re-entry plan. Documentation of case management and services must be present in each case file.
5. The Contractor-provided case management **shall** ensure compliance with agreed upon re-entry plan, created in collaboration with the CBP Contractor, DYS Treatment Team members, and the DYS Residential Placement Contractor. Contractor **shall** report monthly to DYS on each juvenile's progress toward meeting the goals identified in the agreed upon re-entry plan.
6. The Contractor **shall** provide cognitive behavioral treatment (CBT) groups based on curriculum that incorporates principles of risk, need, and responsivity. Service **shall** be delivered a minimum of two (2) times per week for sixty (60) minutes each time. The contractor **shall** provide the cognitive behavioral curriculum it plans to use in its program to DYS for review and approval.
7. 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 for sixty (60) minutes every other week. 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; and
 - e. housekeeping.
8. The Contractor **shall** provide parenting classes for both juveniles who have children and custodial parents/legal guardian(s) of the youth. Service **shall** be delivered a minimum of one (1) time every other week for sixty (60) minutes each time.

9. The Contractor **shall** attend and fully participate in re-entry case staffing related to adjudicated juveniles who are preparing for and have completed residential or group home placements at the request of DYS.
10. The Contractor **shall** complete, upon request, any court-related or required paperwork, attend, and fully participate in court appearances related to non-custodial youth referred for diversion services or FINS at the request of either the juvenile court or DYS with or without subpoena.
11. The Contractor **shall** provide mentoring, meaning a relational service by a qualified volunteer or paid adult who serves as a positive role model, and as further defined in Section 1.5 F. Service **shall** be delivered a minimum of four (4) hours a month. The Contractor **shall** transport to and from scheduled appointments for services, whether at the Contractor's location or other another provider location as deemed necessary, to ensure compliance with the re-entry plan.
12. The Contractor **shall** provide ad hoc services as ordered by the juvenile court and pre-approved by DYS Treatment Team Assistant Director. These could include but not be limited to drug testing, electronic monitoring, curfew monitoring, and other sanctions-related monitoring.
13. The Contractor **shall** provide all necessary services in a community-based setting to juveniles and their families/ legal guardians.
14. The Contractor **shall** arrange for visits with the juvenile by Provider-led Arkansas Shared Savings Entity (PASSE) care coordinator, independent assessors, child welfare caseworkers, and other appropriate entities while the juvenile is being served by the community-based provider. Documentation of any such visits shall be maintained by the Contractor in the juvenile's individual case file for review by DYS.
15. All narratives and case notations **must** be signed and dated by the professional completing the documentation.

C. Vocational Services and Career Support

1. Contractor **must** recruit and retain a qualified, dedicated vocational staff member to serve as Job and Career Coach who offers job readiness training (e.g., completing applications, preparing a resume, searching for jobs, effective interpersonal skills, interviewing skills, time management, problem solving, and conflict resolution).
2. The Contractor's dedicated vocational staff member may provide a career assessment, along with assisting the juvenile to explore career options.
3. The Contractor's dedicated vocational staff member **shall** coordinate with Job Corps and the Arkansas Department of Workforce Services (ADWS) in connecting juveniles transitioning to the labor market to appropriate vocational services and career supports, including employment opportunities.
4. The Contractor's dedicated vocational staff member **shall** coordinate with vocational and technical departments at technical, vocational, and two- or four-year colleges or universities to provide opportunities for juveniles who qualify.
5. The Contractor's dedicated vocational staff member **shall** assist juveniles in enrollment and actively support attainment of trade licenses or certifications, and subsequent job or apprenticeship placement.
6. The Contractor **shall** follow any regulations or guidelines under the Workforce Innovation and Opportunity Act (WIOA), Jobs for Arkansas Graduates (JAG) program, funded by the Temporary Assistance for Needy Families (TANF) grant program.

2.4 COMMUNITY COLLABORATIONS AND PARTNERSHIPS

The Contractor **shall** develop community partnerships and demonstrate collaboration with relevant agencies and groups within the Contractor's region, including, but not limited to:

- judicial systems;
- local prosecutor offices;
- behavioral health treatment providers;

- licensed substance abuse treatment providers;
- law enforcement agencies;
- community service organizations;
- advocacy organizations;
- minority health organizations;
- peer support groups; and
- any other entities within the communities that can assist with meeting client and (or) family needs.

As part of bidder's proposal, bidder **must** submit a draft community partnerships matrix with letters of support from each proposed partner.

2.5 **STAFFING REQUIREMENTS**

- A. The Contractor **shall** propose a comprehensive staffing roster for all services to be provided under the resultant contract. Bidder **shall** submit final staffing roster for DYS review and approval within forty-five (45) calendar days of contract start. As part of Bidder's proposal, Bidder must provide a proposed organizational chart specifying all staff positions for this contract and which must include the following:
- staff member's name;
 - title;
 - qualifications;
 - years of service in current role;
 - current resume; and
 - summary of roles and responsibilities related to specific required services.
- B. The Contractor **shall** have written policies and procedures in place for training all employees. Written documentation of the training **shall** be the responsibility of the Contractor. For verification purposes, bidder must provide DYS a complete copy of the written policies and procedures in place.
- C. The Contractor **shall** retain a qualified staff person dedicated to serving juveniles in the Vocational Services and Career Supports program that adheres to TANF guidelines. *See Appendices C & D* for example job descriptions. Bidder **shall** submit a proposed plan to on-board required staff within forty-five (45) calendar days of contract start.

2.6 **RECORDS AND REPORTING**

- A. The Contractor **shall** develop and maintain appropriate records on juvenile and families in a case management system.
- B. The Contractor **shall** provide required reports to DYS as requested and within DYS-specified time frame.
- C. The Contractor **shall** utilize the DYS JJIS online system to enter specified, required reports, forms, and documentation for committed juveniles. The Contractor **shall** enter all required information into the DYS JJIS online system for specified data pertaining to juveniles committed to DYS.
- D. The Contractor **shall** cooperate fully with on-site monitoring by DYS to evaluate Contractor compliance with this contract, DYS policies, procedures, and administrative directives. Monitoring may include a review of random samples of juvenile records for appropriate documentation of services and to correct any deficiencies identified.
- E. The Contractor **shall** develop and implement DYS-approved corrective action plans when notified by DYS of deficiencies in program compliance.
- F. The Contractor **shall** provide the following reports, without limitation, on juveniles and families designated by DYS and admitted into the Contractor's program, to DYS and DHS as follows:
1. On-going Reporting:
 - a. Accreditation: The Contractor **shall** provide DYS with copies of COA or CARF accreditation review reports, including any deficiencies noted and remedies required by COA or CARF within five (5) business days of receipt notification of deficiencies by the accreditation entity.

- b. Child Abuse or Neglect Reporting: 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.

2. Annual Reports:

- a. A report detailing an independent fiscal audit, certified by a Certified Public Accountant, in accordance with generally accepted accounting principles, of the program that **shall** be submitted to the DHS Office of Payment Integrity & Audit within one hundred and twenty (120) calendar days following the end of each contract period.
- b. A report that provides a written summary of services provided to each DYS juvenile. The report **shall** summarize the content of the quarterly reports and shall include measurable results of the contract performance indicators. This report **shall** be submitted within thirty (30) calendar days following the end of each contract period to DYS.

3. Quarterly Reports:

- a. The Contractor **shall** meet quarterly with each of its sub-contractors (subject to prior approval by DYS) to review contract performance and compliance with the applicable performance indicators. A report which details the outcome of this review **shall** be due to DYS within ten (10) calendar days of the end of each quarter.
- b. The Contractor **shall** submit a report to the DYS Director, or designee, within ten (10) calendar days of the end of each quarter certifying the proper use of TANF funds. See *Appendix E: TANF Contract Quarterly and Annual Report 2019-2020*.

4. Monthly Reports:

a. Diversion and FINS Service Delivery

The Contractor **shall** enter standard encounter data into the DYS-provided Juvenile Justice Information System (JJIS) no later than the 10th of the following month the service was delivered. DYS will provide the required standard encounter data fields in its JJIS. Standard encounter data elements may include, but may not be limited to, the following data elements:

- i. Full name
- ii. Client ID (if not a new client)
- iii. Age
- iv. Sex
- v. Home Address (i.e., street, city, zip code, county)
- vi. Parent(s) name
- vii. Who juvenile resides with (e.g., parent(s), non-custodial caregiver or legal guardian with relationship to juvenile, foster parent(s))
- viii. Judicial district of current case
- ix. Current Offense Charge
- x. Adjudicated Delinquent Non-DYS Custody (y/n)
- xi. FINS (y/n)
- xii. Diversion (y/n)
- xiii. Total number or prior adjudications
- xiv. Services received
- xv. Name of Community Based Provider
- xvi. Service Delivery Data:
 - a) **Cognitive Behavioral Treatment (CBT) groups**: List the date the service was provided, and the start time and end time of the group provided. If the CBT is curriculum-based and delivered in a module and session format, then contractor must provide the name of module and module number, i.e. 1, 2, 3 etc. and name of session along with what numbered session i.e. 1, 2, 3 etc. was delivered and name of CBP staff who provided the group; and date juvenile completed each service provided.
 - b) **Independent Living Skills**: List independent living skill taught with date provided and start time and end time and name of staff member who provided the service.

- c) **Parenting classes for both parents or legal caregiver of the juvenile and/or the juvenile who have children:** List parenting skill taught with date provided and start time and end time; and name of staff member who provided the service. Name of the juvenile and/or the parent(s) or legal caregiver taught with date provided and start time and end time, and name of staff member who provided the service. Answer whether the juvenile and/or parent completed all sessions of the parenting classes and date all sessions complete.
- d) **Mentoring:** List name of mentor, total number of units provided, frequency of contact with the juvenile for the month, and all activities the juvenile participated in with his/her mentor for the month.
- e) **Vocational services and career support:** List total number of units provided to each juvenile, frequency of contact with each juvenile for the month, and all vocational services and support provided to the juvenile for the month.
- f) **Diversion services:** List all diversion services provided to each juvenile. List the name of the diversion service provided to the juvenile. Include date provided, start time and end time, name of the person who delivered the service, whether the juvenile completed the diversion service (y/n), and date completed.
- g) **Optional services:** List all optional services provided to each juvenile (e.g., drug testing, emergency shelter placements, electronic monitoring, day and/or evening reporting centers, transportation, or other services). List the name of each optional service, date the service was provided, start time and end time, name of the person who delivered the service, whether the juvenile completed the optional service (y/n), and date completed.
 - If providing drug testing, the date and time the drug test was administered, test results, and, if positive, what drug(s) yielded positive test results.
 - If placed on electronic monitoring, date and time electronic monitoring started and ended, reason placed on electronic monitoring, and type of electronic monitoring (e.g., straight ankle monitoring or GPS tracking and monitoring).
- h) **Attendance and participation at any scheduled court hearings:** List all court dates attended, the purpose of the court hearing, the judicial district where the court was held, the name of the judge hearing the case, and who asked the provider to attend the hearing.

b. Post-Residential Re-entry Service Delivery

Payment for Fee-for-Service Rates **shall** be based solely on encounter data entered into the DYS-provided Juvenile Justice Information System (JJIS) in the format, method, manner, and timeframe prescribed by DYS. The Contractor **shall** enter standard encounter data into the DYS-provided JJIS no later than the 10th of the following month the service was delivered. DYS shall provide the required standard encounter data fields in its JJIS. Standard encounter data elements may include, but may not be limited to, the following data elements:

- i. Full name
- ii. Client ID (if not a new client)
- iii. Age
- iv. Sex
- v. Home address (i.e., street, city, zip code, county)
- vi. Parent(s) name
- vii. Who juvenile resides with (e.g., parent(s), non-custodial caregiver or legal guardian with relationship to juvenile, foster parent(s))
- viii. Judicial district of current case
- ix. Current Offense Charge
- x. Total number or prior adjudications
- xi. Service start date
- xii. Name of Community Based Provider
- xiii. Service Delivery Data:

- a) **Field Evaluation:** This Field Evaluation must be completed by the appropriate community-based provider and entered into Rite Track/Juvenile Justice Information System (JJIS) within seven (7) calendar days from date of commitment to DYS custody.
- b) **Collaboration of the development of the juvenile's Re-entry Service Plan thirty (30) days prior to anticipated release from DYS contracted facility or residential group home.** List the date the re-entry service plan staffing was held with DYS and upload the re-entry plan into the JJIS.

- c) **Case management:** For each contact with the juvenile and/or parent(s)/legal caregiver, list the date and time of contact, type of contact (in person, at the CBP location, at the juvenile's home (address visited), in school (name of school), on the telephone (phone number called), or via video conferencing), how many units provided per contact, frequency, and reason.
- d) **Cognitive Behavioral Treatment (CBT) groups:** List the date the service was provided, the start time and end time of the group provided. If the CBT is curriculum-based and delivered in a module and session format, contractor **must** provide the name of module and module number, i.e. 1, 2, 3 etc. and name of session along with what numbered session i.e. 1, 2, 3 etc. was delivered, along with name of CBP staff who provided the group, and the date the juvenile completed each service provided.
- e) **Independent Living Skills:** List name of independent living skill taught with date provided and start time and end time, name of staff member who provided the service, and the date the juvenile completed all independent living skills sessions.
- f) **Parenting classes for both parents or legal caregiver of the juvenile and/or the juvenile who have children:** List the names of the juvenile and/or the parent(s) or legal caregiver being taught, the parenting skill taught with date provided and start time and end time, and staff member who taught the service, whether the juvenile and/or parent completed all sessions of the parenting classes, and date when all sessions were completed.
- g) **Mentoring:** List the name of mentor, total number of units provided, frequency of contact with the juvenile for the month, and all activities the juvenile participated in with his/her mentor for the month.
- h) **Vocational services and career support:** List the total number of units provided to each juvenile, frequency of contact with each juvenile for the month, and all types of vocational services and support provided to the juvenile for the month.
- i) **Transport to and from scheduled appointments:** List the date and time of transportation, where was the transportation to, for what services or need, number of units provided per transport, and frequency of transportation services.
- j) **Attendance and participation at any scheduled court hearings:** as requested by court or DYS. List all court dates attended, the purpose of the court hearing, the judicial district where the court was held, and the name of the judge hearing the case.
- k) **Ad hoc services as ordered by the juvenile court and pre-approved by DYS:** List all ad hoc services provided to each juvenile, the date the service was delivered, type of service delivered, name of CBP who provided the service, units provided for the service, and the frequency of the service provided.
 - If providing drug testing, list the date and time the drug test was administered, test results, and, if positive, what drug(s) yielded positive test results.
 - If placed on electronic monitoring, list the date and time electronic monitoring started and ended, reason placed on electronic monitoring, and type of electronic monitoring (e.g., straight ankle monitoring or GPS tracking and monitoring).
- l) **Participation in DYS treatment team staffings:** List the date, start time and end time of the DYS Treatment Team staffing, units provided, and reason for the DYS Treatment Team staffing.
- m) **Juvenile progress:** Report monthly to DYS on each juvenile's progress toward meeting the goals identified in the agreed upon re-entry plan.
- n) **Aftercare/re-entry services:** List the date the juvenile completed aftercare/re-entry services, the outcome (successful or unsuccessful), and the reason if it was unsuccessful.

2.7 COMMUNITY-BASED PROVIDER COMPENSATION AND FINANCIAL MANAGEMENT

A. Financial Reporting:

1. The Contractor **shall** comply with DHS and DYS billing instructions and deadlines. DHS and DYS periodically revise billing instructions for federal and state year-end close-out. Non-compliance with deadlines may result in subsequent year funding cuts.
 2. The Contractor **shall** be subject to an audit of overall operations by the Arkansas Department of Health and the Arkansas Department of Corrections pursuant to Arkansas Code Annotated §§9-28-301 and 9-28-302. In addition to the above audits, Contractor **shall** be subject to audit by DHS and the Arkansas Legislature. Contractor **shall** cooperate fully with all auditing entities.
 3. The Contractor **shall** submit a budget to DYS and the Arkansas Legislative Council and go through the budget procedures process in the same manner as State Departments, agencies, institutions, boards, and commissions. Budgets shall be submitted based on operating revenues and expenses of each Contractor, and each Contractor **shall** provide information related to financial status required by the Legislative Council and/or Joint Budget Committee.
- B. The Contractor **shall** utilize DYS funds only for the populations defined in Section 1.1.
- C. The Contractor **shall** keep receipts or invoices of purchases for TANF services for TANF audit purposes. The Contractor **shall** send billing to DHS monthly according to the TANF regulations.
- D. The Contractor **shall** demonstrate compliance with professionally recognized and accepted accounting, statistical, and auditing standards. The Contractor **shall**, at its own expense, undergo an annual audit conducted by a certified public accounting firm.

2.8 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the 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. Responses that do not meet requirements **shall** be disqualified and will not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Responses. Evaluation will be based on 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.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Contractor Qualifications	10	10%	100
E.4 Community Collaborations	5	60%	600
E.5 Staffing Requirements	5	30%	300
Total Technical Score	20	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.

3.2 **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. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. 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.
- D. 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.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected Contractor **must** be registered with the State in order to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/Contractor/index.html>

4.2 GENERAL INFORMATION

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

- The extent of liability for such risk is based upon the purchase price of the equipment **or software** at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

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

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 **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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 **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the 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 **shall 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, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

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

4.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.

- B. The Contractor **must** provide the OP with a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP shall have the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

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

4.8 **CONTRACT INTERPRETATION**

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

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of 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 in the manner and place designated on page one (1) of this document on or before the date and time specified for bid opening. The Response Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **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:** 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 OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that 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.
26. **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.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.