

# Open-Ended RFQ Information Sheet

- This document has been provided for informational purposes only.
- The OSP Contact Information provided below is specific to the referenced Request for Qualifications (RFQ) and is subject to change.

RFQ Number: S000000099

Description: Transitional Housing Open-Ended RFQ

OSP Contact: Wendy Hickok  
Wendy.hickok@arkansas.gov  
501-324-9314

**Note:** This solicitation is an open-ended RFQ used to establish and maintain a Qualified Vendor's List (QVL). Prospective Contractors interested in being listed on the QVL after the initial term may submit a response to this RFQ at any time the RFQ remains open ended. Responses submitted for consideration as stated in the RFQ, will be evaluated and the resulting qualified vendors listed on the QVL for the applicable renewal term.

This RFQ will remain open for submission of responses each year for a period of up to seven (7) years from the issuance. The State reserves the right to close/end this RFQ for submissions at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.



**STATE OF ARKANSAS**  
**DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES**  
**OFFICE OF STATE PROCUREMENT**  
501 Woodlane St., Ste. 220  
Little Rock, Arkansas 72201-1023

**REQUEST FOR QUALIFICATION**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Solicitation Number:	S000000099	Solicitation Issued:	March 16, 2022
Description:	Transitional Housing Open-Ended RFQ		
Agency:	Arkansas Department of Correction, Division of Community Correction		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	April 19, 2022	Response Opening Time:	2:00 p.m., Central Time
Proposal submissions for this Request for Qualifications <b>must</b> be submitted through ARBuy, the State's eProcurement system. It can be accessed at <a href="https://arbuy.arkansas.gov">https://arbuy.arkansas.gov</a> . See Section 1.4 for information regarding Live Response Openings.			

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	<a href="mailto:Heather.V.Bailey@arkansas.gov">Heather.V.Bailey@arkansas.gov</a>	OSP's Main Number:	501-324-9316
OSP Website:	<a href="https://www.transform.ar.gov/procurement/">https://www.transform.ar.gov/procurement/</a>		

## SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

### 1.1 PURPOSE

The TSS Office of State Procurement (TSS OSP) issues this Open-Ended Request for Qualifications (RFQ) on behalf of the Department of Corrections, Division of Community Correction (ACC) to obtain responses for a qualified list of vendors who are capable and willing to provide transitional housing and services for the ACC. ACC will review the submissions based on the criteria outlined in this document. A list of Qualified Vendors will be established.

### 1.2 TYPE OF CONTRACT

- A. As a result of this RFQ, TSS OSP intends to award a contract to multiple qualified Contractors.
- B. The anticipated starting date for any resulting contract is May 1, 2022, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed response to the RFQ, the Prospective Contractor represents and warrants that it will honor its response as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 1.3 ISSUING AGENCY

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

### 1.4 LIVE BID OPENING

The response opening may be viewed online as follows:

Zoom Meeting Link:

<https://arkansas-gov.zoom.us/j/89105957956?pwd=MzQ1NmFTTVJYY1RyYlBvdWUyL284Zz09>

Meeting ID 891 0595 7956

Meeting Password 638655

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

### 1.5 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this RFQ by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands and agrees its submission of a bid to represent that its bid meets all such Requirements.
- B. Prospective Contractor's response will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFQ.

### 1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

- C. "Contractor" or "Vendor" for the purpose of this RFQ only, means a person who sells or contracts to sell commodities and/or services.
- D. "Facility" or "Facilities" for the purpose of this RFQ only, means a Transitional Housing facility.
- E. "Offender" or "Resident" used interchangeably for this RFQ only, means an individual under the supervision of ACC for a felony offense.
- F. "Prospective Contractor" or "Vendor" for the purposes of this RFQ only, means a person who submits a response to this solicitation.
- G. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- J. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- K. "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.
- L. "Transitional Housing" means a program that provides housing by a licensed Facility for one or more Offenders who have either been transferred or paroled from the Arkansas Department of Corrections or Arkansas Community Corrections by the Arkansas Parole Board.

## 1.7 RESPONSE DOCUMENTS

- A. All bid responses **must** be submitted through ARBuy, the State's eProcurement System. The system can be accessed at <https://arbuy.arkansas.gov>.
- B. *Bid Response Packet*
  - 1. The following are bid submission requirements and **must** be submitted as part of a Prospective Contractor's bid response.
    - a. Signed *Bid Signature Page*. Signature may be ink or digital. (See *Bid Response Packet*.)
    - b. Completed *Bid Response Packet*, which **must** be in the English language.
    - c. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by ACC.
    - d. *Exceptions Form*.
  - 2. The following items should be submitted in the original *Response Packet*.
    - a. EO 98-04: Contract and Grant Disclosure Form

- b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- C. Pricing is not requested for this solicitation and **must not** be submitted with the response. (See *Pricing*.)

## 1.8 ORGANIZATION OF RESPONSE DOCUMENTS

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

## 1.9 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* via the solicitation posting in ARBuy by 5:00 p.m., Central Time on or before March 30, 2022.
  1. For each question submitted, the Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the solicitation posting in ARBuy by the close of business on April 8, 2022. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the TSS OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from providing a compliant, responsive submission. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the TSS OSP buyer with non-substantive questions at any time *prior* to the response opening.
- D. An oral statement by TSS OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by TSS OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

## 1.10 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign (electronic signature is acceptable) the *Response Signature Page* included in the *Response Packet*.

- B. Prospective Contractor's signature on this page signifies Prospective Contractor's agreement to and compliance with all Requirements of this RFQ, and that any exception that conflicts with a Requirement or Response Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's response to be rejected.

### 1.11 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign, and submit the *Proposed Subcontractors Form* included in the *Response Packet*.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

### 1.12 PRICING

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

### 1.13 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

### 1.14 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- H. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.

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

#### 1.15 CAUTION TO PROSPECTIVE CONTRACTORS

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

#### 1.16 REQUIREMENT OF ADDENDUM

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

#### 1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

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

#### 1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
  - African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

**1.19 EQUAL OPPORTUNITY POLICY**

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

**1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**1.21 RESTRICTION OF BOYCOTT OF ISRAEL**

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

**1.22 PAST PERFORMANCE**

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

**1.23 VISA ACCEPTANCE**

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

**1.24 PUBLICITY**

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



**1.25 RESERVATION**

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

## SECTION 2 – REQUIREMENTS

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

### 2.1 INTRODUCTION

The purpose of this Request for Qualifications is to establish a list of qualified vendors capable of providing Arkansas Transitional Housing Facility services. The Facility or Facilities provided may be new, renovated, or existing structures(s). ACC currently contracts with multiple providers for the provision of various Transitional Housing Facilities. Transitional Housing Facilities provide room and board, counseling, treatment, educational and recreational services on a cost per day Offender basis.

### 2.2 TRANSITIONAL HOUSING DESCRIPTION

- A. As used in this RFQ, Transitional Housing refers to a program that provides housing by a licensed Facility for one or more Offenders who have either been transferred or paroled from the Arkansas Division of Correction or Arkansas Division of Community Correction by the Arkansas Parole Board.
- B. The Transitional Housing Facility Program is open to any community-based Facility located in the State of Arkansas, if they meet ACC Arkansas Transitional Housing Facility licensure requirements and obtain licensure from ACC.
- C. Information for the Arkansas Transitional Housing Facility licensure process is located on the ACC public website at <https://doc.arkansas.gov/community-correction/transitional-housing-and-reentry-information/>.
- D. An Offender's home or the residence of an Offender's family member **shall not** be considered a Transitional Housing Facility.
- E. ACC is the authority for licensing Transitional Housing Facilities.
  1. Facilities are licensed for one (1) year with provisions for renewal as specified in [the ACC Post Incarceration Housing Programs, Requirements, and Licensure](#) policy.

### 2.3 POPULATION TO BE SERVED

- A. Transitional Housing Facilities house:
  1. Male and female felony Offenders ("Offenders" or "Residents") who are under the supervision of the Division of Community Correction (ACC).
  2. Offenders are moderate to high risk for recidivism.
  3. Offenders are level 3 or 4 on the SORSA sex Offender rating. See this website for more information: (<http://adc.arkansas.gov/Documents/SexOffendersGuidelines2014.pdf>).

### 2.4 LICENSURE

- A. Each Transitional Housing Facility **must** have its own license from ACC and **must** maintain a current licensure throughout the lifetime of the contract.
  1. Transitional Housing Facility operators with multiple Facilities **shall not** be granted a shared license for multiple Facilities.
  2. Temporary Licensure **must not** be accepted to become or remain a qualified vendor.

## 2.5 CONTRACTOR REQUIREMENTS

- A. Contractor **shall** provide evidence-based programs or services directed at addressing the criminal risk factors and/or stabilizing needs of the Offender, which, if left unaddressed, could lead to community supervision violations and/or criminal reoffending.
- B. Contractor Facilities **must** comply with all applicable federal, state, and local land use, building and zoning codes, and ACC policies and procedures.
- C. Contractor Facilities **must** have trained staff (paid or volunteer) on the premises to provide twenty-four-hour (24-hour) supervision, seven (7) days per week, and **must** post a staff schedule.
  - 1. Contractor **shall** always maintain a staff to Offender ratio of no less than one (1) to twenty-five (25).
- D. Contractor Facilities **must** meet or exceed the minimum standards and requirements established in the ACC Post Incarceration Housing Programs, Requirements, and Licensure policy.
  - 1. This policy is to ensure a structured, positive, and safe environment for Residents, to reduce recidivism, to encourage employment and treatment, to provide for public safety, and to maintain the principles of evidence-based practices.
- E. Contractor Facilities **shall** conduct resident drug tests weekly.
  - 1. Drug test logs **must** be maintained by the Facility.
  - 2. Drug test logs **must** include all Residents.
  - 3. Drug Test logs **must** include the following information:
    - a. Date of drug test.
    - b. Time of drug test.
    - c. Name of Resident providing sample.
    - d. Collector of the sample.
    - e. List of substances being drug tested.
    - f. Disposition of drug test.
    - g. Reason for drug test.
- F. Contractor's staff and volunteers **shall not**:
  - 1. Exchange personal gifts or favors with Residents, their families, or their friends.
  - 2. Accept any form of bribe or unlawful inducement from Residents, their family, or their friends.
  - 3. Discriminate against any Resident based on race, religion creed, gender, national origin, disability, charge/offense, or any other individual characteristic.
  - 4. Employ corporal punishment or unnecessary physical force.

5. Subject Residents to any form of physical or mental abuse.
  6. Intentionally demean or humiliate Residents.
  7. Withhold information which, in so doing, threatens the security of the Facility, its staff, visitors, or the community.
  8. Engage in any form of business or profitable enterprise with Residents.
  9. Inquire about, disclose, or discuss details of a Resident's crime other than as may be necessary in performing official duties.
  10. Knowingly allow any Resident to violate any condition of release or supervision.
  11. Be untruthful or otherwise uncooperative with law enforcement officers or officers of the court seeking to locate a Resident or serve an Offender with subpoenas, court orders, arrest warrants, or other legal documents.
- G. Division of Community Correction (ACC) staff will, at all reasonable times, have the right to enter the Facility's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.
- H. Contractors **shall** provide the details of a Resident's employment to the ACC Re-Entry Coordinator and the Resident's supervising officer on the same day that employment begins.
- I. Contractors and their staff **shall** communicate immediately to ACC any Resident's positive drug and/or alcohol test results.
- J. Contractors and their staff **shall** assist Residents in complying with legal documents served on them including subpoenas, court orders, search warrants, and arrest warrants.
1. Contractor's staff **shall** notify the Resident's supervision officer of legal documents served on a Resident.
- K. Contractors and their staff **shall** honor ACC travel passes and immediately report violations of travel restrictions to supervision officer.
1. Contractors **shall not** grant an out of county pass to a Resident without the permission of the ACC supervision officer or the parole/probation office.
- L. Contractors and their staff **shall not**, except in the case of emergency or threat of injury or death, dismiss a Resident from the Facility until they notify the ACC supervision officer or the parole/probation office.
1. Contractors **shall** only dismiss a Resident for substantial or documented reasons.
  2. Dismissal is appropriate for infractions such as:
    - a. Prison Rape Elimination Act (PREA) violations.
    - b. Violence
    - c. Life threatening actions
    - d. Property destruction

- e. Substantial verbal abuse
- f. Violation of the Facility's rules, such as alcohol and/or drugs, etc.

3. Contractors **shall** issue sanctions in accordance with the ACC Resident Sanction Grid.

M. Contractors and their staff **shall not** inform a Resident in the Reentry Program of their pending dismissal from the Facility before notifying the supervision officer or the parole/probation office.

#### N. Resident Employment

1. Contractors **must** aid the Resident in seeking employment.
2. The Resident **shall** be fully employed and maintain full time employment through the duration of their time at the Facility.
3. Contractors **shall** complete employment checks to verify the legitimacy and nature of the Resident's employment.
4. Contractors **shall** review the Residents' pay stubs to ensure each Resident is earning at least minimum wage and having taxes withdrawn.
5. Contractors **shall not** require or allow the Resident to work without payment or at any employment that pays less than Arkansas and Federal minimum wage, whether that employment is outside of the Facility or for the Facility.
6. The Resident **shall not** "volunteer" to work without pay.
7. The Resident **shall not** work to have their expenses from the Contractors' Facility reduced in lieu of wages.
8. The Resident **shall** be paid in full and may make payments to the Contractors' Facility if owed.
9. Employment and payment records **must** be made available to ACC upon request.

#### O. Find Good

1. Contractors **shall**, at all Facilities, use Find Good, the online application process contained in The Good Grid, for Resident acceptance/denial to the Facility.
2. Contractors **shall**, at all Facilities, appoint a person of contact capable of accepting or denying Resident applications.
3. Contractors **shall**, at all Facilities, provide justification for denial of placement through the Find Good system to the ACC Housing Manager.
4. Contractors **shall**, at all Facilities, review and accept all submitted applications, unless justifiable reasons for denial exist.
  - a. Justifiable reasons include, but are not limited to, acceptance of a Resident which would result in the violation of any city, county, or state laws.
5. Contractors **shall**, at all Facilities, provide the reason for denial to the ACC Housing Manager.

- P. Contractors and their staff **shall** notify the ACC supervision officer or the parole/probation office immediately of any Resident's violent or threatening behavior, endangerment of others, or a Resident's abscond or escape from the Facility.
- Q. Contractors and their staff **shall** comply with ACC requests for non-treatment, non-medical information concerning Offenders at their Facility.

## 2.6 SAFETY AND EMERGENCY PROCEDURES

- A. For any resulting contracts, Contractors **shall** have written policies and procedures which specifies fire prevention, regulations, and practices to ensure the safety of Offenders, visitors, and staff for each location including but not limited to:
  - 1. Provision of fire emergency planning sessions for staff and Offenders at least quarterly.
  - 2. Written documentation of fire planning sessions.
  - 3. Smoking restrictions and regulations including use of e-cigs, vapes, or other nicotine delivery systems.
  - 4. Written evacuation plan.
  - 5. Smoke detectors in each room which houses an Offender.
- B. For any resulting contracts, Contractors **shall** have written policies and procedures for emergency situations for each location but not limited to:
  - 1. Escapes.
  - 2. Taking of hostages.
  - 3. Riots.
  - 4. Food Poisoning.
  - 5. Civil disturbances in the community.
  - 6. Natural disasters.
  - 7. Suicides.
  - 8. Other deaths and disorders.
- C. For any resulting contracts, Contractors **shall** comply with local and state fire regulations and applicable planning and zoning ordinances.

## 2.7 ACC OBLIGATIONS

- A. The ACC Institutional Release Officer (IRO) will coordinate activities between the Contractor Facility, the Arkansas Parole Board, and the Division of Correction staff.
- B. ACC Parole/Probation Area Managers and/or their designee(s) will assign and maintain assignment of a supervision officer to manage cases and coordinate with the staff at Contractor Facilities as needed.
- C. The ACC supervision officer assigned to a Facility will investigate and report findings of any complaints, observed or suspected non-compliance with rules, policies, laws, and regulations to the

ACC Housing Manager for possible further referral or action. ACC Area Managers will forward any written complaint by a Resident, staff member, or member of the public concerning a Facility to the ACC Housing Manager to become part of the Facility file.

- D. ACC staff will immediately advise Facilities of a Resident's positive drug/alcohol test results.
- E. The ACC Re-Entry Coordinator will arrange onsite visits and inspections (initial and periodic, announced, and unannounced), review reports of critical incidents involving or concerning Offenders, and make objective recommendations.

## 2.8 PAYMENT AND INVOICING

- A. Contractors **shall** be reimbursed by ACC for approved Resident housing at the pre-approved reimbursement rates outlined in Section 2.9 below for up to 120 days after release from an ADC or ACC Facility.
- B. Invoices from the Facility **must** be on the ACC provided Transitional Housing invoice form.
  - 1. ACC will not be responsible for manipulating the Contractor's invoice to match the provided invoice.
  - 2. Any invoice not submitted in the appropriate format will be rejected by ACC.
- C. ACC will reimburse for Transitional Housing for approved Residents at a maximum of 120 days.
- D. Invoices received by the ACC Re-Entry Coordinator on or before the fifth (5<sup>th</sup>) of the month will be reviewed and sent to the Arkansas Department of Corrections purchasing office for processing no later than the tenth (10<sup>th</sup>) day of the month.

## 2.9 REIMBURSEMENT

- A. Contractors **shall not** submit an invoice for services prior to the start date of a resulting contract.
- B. ACC will reimburse the Facility for resident housing at the approved reimbursement rate for up to 30, 60, 90, or 120 days from the date of release from an Arkansas Division of Correction or ACC facility depending upon the classification of the resident.
- C. Electronic monitoring of Residents may be used to verify the actual dates of residence at the Facility.
  - 1. Any stay exceeding the applicable time period for ACC reimbursement becomes the responsibility of the Resident and the Contractor Facility.
- D. ACC will not reimburse Contractor Facilities for any assessment or entrance fees charged by the Facility.
  - 1. Contractors **shall not** charge for assessment or entrance fees to Residents if the Facility is being reimbursed by ACC for the Resident's housing.
  - 2. The Contractors **shall** be responsible for correctly billing each Offender.
    - a. Any errors or questionable invoices may delay the reimbursement process.
    - b. Invoices will be sent back to the Contractor Facility for incorrect dates of residence, missing information, or pricing errors.

- E. ACC will reimburse a Facility for a Resident's date of arrival to the Facility.
1. ACC will not be responsible for a Resident's date of departure.
  2. ACC will not reimburse Contractor Facilities for Residents assessed by ACC as a low risk for recidivism unless prior approval from ACC Director is given.
  3. Supervision risk levels will be determined by ACC risk assessment.
  4. Sex Offender Levels will be assigned by the Sex Offender Community Notification Assessment Program (SOCNA).
- F. Contractors **shall** be reimbursed by ACC for qualifying Transitional Housing services provided to Residents at the following rates:
1. Moderate risk, High risk, Level 1 and Level 2 sex offenders:  
Length of stay: 90 days  
Daily Per Diem Reimbursement paid by ACC:
    - Days 1-45: \$30.00/day
    - Days 46-90: \$20.00/day
  2. Level 3 and Level 4 sex offenders:  
Length of stay: 120 days  
Daily Per Diem Reimbursement paid by ACC:
    - Days 1-60: \$50.00/day
    - Days 61-120: \$40.00/day
  3. Offenders released from the ACC Supervision Sanction Program:  
Length of stay: 60 days  
Daily Per Diem Reimbursement paid by ACC:
    - Days 1-45: \$30.00/day
    - Days 46-60: \$20.00/day
  4. Level 3 and Level 4 sex offenders released from ACC Supervision Sanction Program:  
Length of stay: 90 days  
Daily Per Diem Reimbursement paid by ACC:
    - Days 1-60: \$50.00/day
    - Days 61-90: \$40.00/day
  5. Offenders released from short term revocation:  
Length of stay: 30 days  
Daily Per Diem Reimbursement paid by ACC:
    - Days 1-30: \$30.00/day

## 2.10 OTHER FACILITY FEES

- A. On days when ACC is reimbursing the Contractor for a Resident's housing, a Resident may be billed up to \$14.00 per day starting on the first day of the Resident's full-time employment and for subsequent days while employed full-time.
1. A Resident **shall** work a minimum of forty (40) hours per week to be considered full-time.
- B. Contractors **must not** bill Residents fees for services for fines for policy violations except as permitted by ACC policy.



1. Residents may be charged a maximum of \$2.00 per day on days the Resident is transported by the Facility.
  - a. The \$2.00 fee covers round trip transportation to the parole office interviews, work sites, medical and mental health appointments, and off-site programming.
- C. Wages and other Resident income such as food stamps, Veteran's payments, disability payments, and other benefits are the property of the Resident.
  1. Contractors **shall not** garnish the Resident's wages for services provided by the Facility or anyone else.
- D. When ACC has billed the maximum number of reimbursable days, the Facility may charge an Offender up to \$30.00 per day.
- E. A receipt of payment **must** be given to the Resident for all payments made by the Resident to the Contractor Facility.
- F. Contractors **shall not** charge or accept any payment for a Resident from any other payment source, including Social Security, SSI, SNAP, or any other government or private payment source prior to or during the period in which the Facility is accepting housing reimbursement from ACC.
- G. Residents, their families, and any other financial source **must not** be charged any additional admission, filing, or entry fees, fees for services, or fines for policy violations.

## 2.11 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- 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. The Performance Standards listed below identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will 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 has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractors **shall** follow the direction of the State agency regarding the required compensation process.

**Performance Standards**

<b>CRITERIA</b>	<b>ACCEPTABLE STANDARD</b>	<b>DAMAGES</b>
<b>Licensure</b>	Maintain current licensure by ACC through the lifetime of the contract.	Failure to meet standard may result in contract termination.
<b>Compliance with ACC Policy</b>	Comply with ACC policy for Transitional Housing facilities.	ACC may levy fines or other sanctions up to and including license suspension or revocation.
<b>Trained Staff</b>	Provide 24-hour supervision.	Failure to meet standards may result in contract termination.

## SECTION 3 – SUBMISSION REQUIREMENTS

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

### 3.1 SUBMISSION REQUIREMENTS

Supply the information requested below:

- 1) An official authorized to bind the respondent to a resultant contract **must** have signed the Bid Response Packet.
- 2) Proof of licensure for services being bid upon.
- 3) A listing of the locations and the risk level each location can provide in the table supplied below:

Facility Name	Address	City	Low Risk	Moderate Risk	High Risk	Sex Offender Level 3 or 4
<i>Example</i>	<i>1509 W Capitol</i>	<i>Little Rock</i>	X	X		

## SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

### 4.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Division of Community Correction  
Transitional Housing  
Attn: Housing Manager  
1302 Pike Ave., Suite B  
North Little Rock, AR 72114

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

### 4.2 GENERAL INFORMATION

A. The State will not:

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

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

#### 4.3 CONDITIONS OF CONTRACT

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

#### 4.4 STATEMENT OF LIABILITY

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

#### 4.5 RECORD RETENTION

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

#### 4.6 PRICE ESCALATION

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

- B. The Contractor **must** provide to OSP 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. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

#### 4.7 CONFIDENTIALITY

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

#### 4.8 CONTRACT INTERPRETATION

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

#### 4.9 CANCELLATION

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

#### 4.10 SEVERABILITY

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

## SECTION 5 – STANDARD TERMS AND CONDITIONS

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

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

Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Prospective Contractor's responses cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by 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. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
- 23. CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 24. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Response Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 25. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.