

# 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: SP-20-0002

Description: Drug Court Residential-Substance Use Treatment Program

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**  
**OFFICE OF STATE PROCUREMENT**  
 1509 West 7th Street, Room 300  
 Little Rock, Arkansas 72201-4222

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

SOLICITATION INFORMATION			
Solicitation Number:	SP-20-0002	Solicitation Issued:	01/07/2020
Description:	Drug Court Residential – Substance Use Treatment Program Qualified Vendor List		
Agency:	Arkansas Community Correction		

SUBMISSION DEADLINE FOR RESPONSE			
Response Opening Date:	January 23, 2020	Response Opening Time:	2:00 p.m., Central Time
<p>Deliver <i>Response/Qualification Packet</i> submissions for this Request for Qualification to the Office of State Procurement on or before the above response deadline date and time.</p> <p>In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit responses at the designated location on or before the response deadline. Responses received after the above designated deadline date and time will be held until the next review period. <i>Response/Qualification Packets</i> will be reviewed every six (6) months.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement            1509 West 7<sup>th</sup> Street, Room 300            Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP’s street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Response’s Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of response submission is not properly marked, the package may be opened for response identification purposes.</p> <ul style="list-style-type: none"> <li>• Solicitation number</li> <li>• Date and time of response opening</li> <li>• Prospective Contractor's name and return address</li> </ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Jonathan Love	Buyer’s Direct Phone Number:	501-683-6636
Email Address:	<a href="mailto:jonathan.love@dfa.arkansas.gov">jonathan.love@dfa.arkansas.gov</a>	OSP’s Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</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 Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of the Arkansas Community Correction (ACC) to obtain responses and establish a Qualified Vendor List (QVL) for a Drug Court Residential Substance Use Treatment Program. The goal of the Drug Court Residential Substance Use Treatment Program is to provide comprehensive evidence-based substance use disorder treatment (residential, partial day outpatient, or dual diagnosis), and tobacco cessation treatment, if necessary, to male and female drug court clients participating in the drug court system. The target population consists of about 1,879 (as of September 2019) male and female drug court clients active in an Arkansas drug court and ordered into treatment by a drug court judge.

### 1.2 **RESULT OF THE RFQ**

- A. As a result of this RFQ, OSP intends to establish a QVL of multiple Prospective Contractors.
- B. The anticipated starting date for the QVL is March 1, 2020, and the initial term of the resulting QVL will expire on February 28, 2021, or one (1) year from the date the QVL is established. 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 State may renew a Prospective Contractor's qualification status on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate term of seven (7) years.

### 1.3 **QUALIFIED VENDORS LIST**

- A. OSP will review each Response Packet submitted by the initial response deadline to verify that all requirements to the RFQ have been met.
- B. Prospective Contractors whose responses meet all requirements of this RFQ will be included on the initial QVL.
- C. The State Procurement Official and/or ACC reserves the right to reject a response if it does not meet requirements, or if it is in the best interest of the State to do so.
- D. As an open-ended RFQ, this solicitation will be posted on the OSP website for future Prospective Contractors to be added. ACC will review future submissions every six months starting on July 15, 2020 or on a case-by-case basis as necessary. ACC reserves the right to adjust response deadlines and review dates at the discretion of ACC.
- E. By responding to and meeting Response Submission Requirements of this RFQ, ACC will add and notify OSP of Prospective Contractors on the QVL and they will be designated as Qualified Prospective Contractors to provide services to ACC Drug Court Residential Substance Use Treatment Programs.

### 1.4 **ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout the solicitation period and until the initial QVL is established. After the initial QVL is established, ACC will be the primary point of contact.

### 1.5 **RESPONSE OPENING LOCATION**

Responses will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### 1.6 **ACCEPTANCE OF REQUIREMENTS**

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

## 1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this Bid Solicitation and will attempt to further clarify any point of an item in question as indicated in Clarification of Bid Solicitation.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Qualifications", "RFQ," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive" means a submission in response to this solicitation that conforms in all material respects to this RFQ.
- G. "Response Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. ACC – Arkansas Community Correction
- K. DAABHS – Division of Aging Adult and Behavioral Health Services
- L. OADAP – Office of Alcohol and Drug Abuse Prevention
- M. TPCP – Tobacco Prevention and Cessation Program
- N. ArAIM – Arkansas Accountability Interventions Matrix SUD – Substance Use Disorder
- O. "Unit" refers to the length in time of a type of service or session.

## 1.8 RESPONSE DOCUMENTS

- A. Original Response Packet
  - 1. The following items are Response Submission Requirements and **must** be submitted in the original *Response Packet*.
    - a. Original signed *Response Signature Page*.
    - b. One (1) original hard copy of the *Response Packet*. Response **must** be in the English language and **must** include:
      - i. Proof of licensure for services being bid upon. (See Section 2.3)
  - 2. The following items should be submitted in the original *Response Packet*:
    - i. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure.*)
    - ii. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy.*)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Pricing is not requested for this solicitation and **must not** be submitted with the response. (See *Pricing*.)
- C. Additional Copies and Redacted Copy of the *Response Packet*

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

1. Additional Copies of the *Response Packet*
  - a. Two (2) electronic copies of the *Response Packet*, on flash drives and in PDF format. Do not send electronic copies via email or fax.
  - b. All additional copies **must** be identical to the original copy. In case of a discrepancy, the original copy governs.
2. One (1) redacted (marked "REDACTED") copy of the original *Response Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

#### 1.9 **ORGANIZATION OF RESPONSE DOCUMENTS**

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

#### 1.10 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before January 13, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
  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 responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on January 16, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the 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 response.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the response opening.
- D. An oral statement by 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 OSP.

- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### 1.11 **RESPONSE SIGNATURE PAGE**

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

#### 1.12 **PRICING**

Prospective Contractors **shall not** include any pricing in their response. Pricing may be negotiated with the apparent successful Contractor after the evaluation of responses. Should the hard copies or electronic copies 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 sub-contractors, affiliates, or agents to the State for the performance thereof.

#### 1.14 **PROPRIETARY INFORMATION**

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

- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### **1.15 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the 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.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to response opening.

#### **1.17 QUALIFICATION PROCESS**

- A. Review of Submissions
  - 1. The Office of State Procurement will review each *Response/Qualification Packet* submitted by the response deadline to verify that all Requirements and Response Submission Requirements to the RFQ have been met.
- B. Prospective Contractors whose responses meet all Requirements and Response Submission Requirements of this RFQ will be included in the initial QVL.
- C. The Office of State Procurement reserves the right to reject a response if it does not meet Requirements, fails to provide Response Submission Requirements, or it is in the best interest of the State to do so.
- D. Anticipation to Award QVL
  - 1. Once the Contractors for the *Qualified Vendor List* have been determined, the anticipated QVL will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
  - 2. The anticipated qualifications will be posted for a period of fourteen (14) days prior to the issuance of a QVL. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a QVL will not be issued prior to the end of the fourteen-day posting period.
  - 3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
  - 4. It is the Prospective Contractor's responsibility to check the OSP website for posting of an anticipated QVL award.

E. Issuance of a QVL

1. Any contract resultant of this QVL **must** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting QVL.

**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* **must** be included with 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 Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of the Arkansas Community Correction (ACC) to obtain responses and establish a Qualified Vendor List (QVL) for a Drug Court Residential Substance Use Treatment Program. The goal of the Drug Court Residential Substance Use Treatment Program is to provide comprehensive evidence-based substance use disorder treatment (residential, partial day outpatient, or dual diagnosis), and tobacco cessation treatment, if necessary, to male and female drug court clients participating in the drug court system. The target population consists of about 1,879 (as of September 2019) male and female drug court clients active in an Arkansas drug court and ordered into treatment by a drug court judge.

### **2.2 BACKGROUND & OBJECTIVE**

According to the U.S. Bureau of Justice Statistics, an estimated 6,613,500 persons were supervised by U.S. adult correctional systems at the end of 2016, and 1 in 55 adults were under community supervision. In Arkansas, from year-end 2012 to the population peak in July 2015, the Department of Correction population grew 29% overall. Alternatives are necessary to prevent incarceration and provide treatment opportunity. Drug courts provide an alternative to prison. Drug Courts are specialized courts that handle drug court client cases involving substance use disorder through comprehensive supervision, drug testing, treatment services, and direct and immediate sanctions and incentives. Drug court programs bring the full weight of all interveners (judges, prosecutors, defense counsel, substance use disorder treatment specialists, supervision officers, and others) to bear, forcing the offender to deal with his/her substance use disorder problem. At the end of September 2019, Arkansas drug courts had a total statewide caseload of approximately 1,879 offenders. These drug court clients have identified drug and/or alcohol issues, which are primary causes of challenges in their behavior. While courts may differ in program specifics, all drug court clients are under court jurisdiction and supervision.

The primary service objective for residential treatment is to provide inpatient services in a supervised drug-free environment while undergoing intensive substance use disorder treatment and other court-ordered services. The number of treatment days (up to 30 days) is determined by the judge and the court team based on individual client's need.

### **2.3 QUALIFICATIONS**

- A. All persons, partnerships, associations or corporations establishing, conducting, managing, or operating and holding themselves out to the public as an alcohol, drug, or alcohol and drug use treatment program **must** be licensed by the Arkansas Department of Human Services, Division of Aging Adult and Behavioral Health Services as provided by Arkansas Code §20-64-901 through §20-64-906.
- B. Prospective Contractor **shall** be a community-based Contractor, and **shall** be located in the state of Arkansas, and licensed by DAABHS.
- C. Prospective Contractor **shall** have completed tobacco cessation training conducted by the Arkansas Department of Health Tobacco Cessation program or an equivalent training.
- D. Prospective Contractor **must** be licensed by DAABHS to provide substance use and disorder treatment.
- E. Prospective Contractor **must** be accredited and licensed by the DAABHS to provide mental health treatment.
- F. An alcohol and drug counselor **shall** be certified through the Arkansas Substance Abuse Certification Board or the State Board of Examiners of Alcoholism and Drug Abuse Counselors.
- G. Prospective Contractor **shall** submit copies of the above licenses and/or certifications with their *Response Packet*. Temporary licenses will not be accepted.
- H. Offender referrals will be made only to Contractors who meet the guidelines of this document and are approved for participation.

## 2.4 **CONTRACTOR REQUIREMENTS**

- A. The Contractor **shall** coordinate with and provide information to drug court team members through regular contact (meetings, telephone, etc.) regarding case management, drug court client progress, and aftercare plans.
- B. When required, the Contractor **shall** schedule meetings that take place between the treatment advisors and the clients through the ACC Drug Court Counselor or other designated staff person.
- C. The Contractor **shall** have an order from the referring drug court judge before services can be rendered.
- D. The Contractor **shall** immediately (day or night) notify the drug court judge and ACC supervision officer when a drug court client walks away from treatment or fails to report to treatment as required.
- E. The Contractor **shall** provide quality treatment services in a professional, ethical, and effective manner in accordance with DAABHS guidelines.
- F. The Contractor **shall** comply with the Prison Rape Elimination Act of 2003 (PREA). The Contractor and sub-contractors **shall** adhere to 'zero tolerance' regarding the rape or sexual abuse of inmates.
- G. On-site visits at the Contractor's location to review case records, files, and other necessary documentation to verify the utilization of tobacco usage assessment and tobacco cessation counseling will be conducted by and at the discretion of ACC.
- H. The Contractor **shall** notify ACC, in writing, of any changes in the business entity which include, but are not limited to the following:
  - 1. Business entity existence
  - 2. Business name change
  - 3. Business location change
  - 4. Business phone number(s) change
  - 5. Changes in the business website(s)
  - 6. Changes in the business email addresses
  - 7. Changes in the business contact person
- I. The Contractor **shall** maintain clinical documentation of all services rendered and make clinical documentation available to ACC staff within 72-hours, when requested by ACC. At a minimum, the client record **must** include a documented assessment and treatment plan, progress notes reflective of all services provided, evidence of all referrals, documentation of all non-billable services, and a discharge summary.

## 2.5 **TREATMENT**

- A. The Contractor **shall** abide by the authority of the drug court judge for deciding the type of services a drug court client will receive.
- B. The location for substance use disorder and mental health treatment services **must** be consistent with State, federal and local laws and **must not** conflict with the conditions of community supervision or the drug court.
  - 1. The Contractor **shall** provide evidence-based, comprehensive, and individualized substance use disorder treatment to drug court clients.
  - 2. Treatment **must** follow treatment plans as developed by the Contractor with the drug court participant and the drug court team.

3. Contractor's treatment facility **must** be licensed by DAABHS and staff members working with the drug court population **shall** be credentialed as professionals or at a minimum registered with the Certification Board and be in training under the supervision of a Certified Clinical Supervisor.
  4. Contractor **shall** submit a list of all eligible staff members working with the drug court clients to the Arkansas Community Correction with *Response Packet* and at contract renewals.
  5. When possible, a family member **must** be a part of the treatment process (i.e., family therapy, group discussions, etc.).
- C. Contractor **shall** allow the State of Arkansas and its authorized representatives, at all reasonable times to have the right to enter the Contractor'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.

## 2.6 GENERAL SERVICES

- A. The Contractor **shall** interview and assess all drug court clients for tobacco usage and provide tobacco cessation counseling for appropriate clients.
- B. Contractor **shall** provide twenty-four (24) hour-a-day treatment services in a residential setting for the number of days required by the drug court. Minimum services **must** include, but are not limited to the following:
  1. Individual/group/family counseling
  2. Relapse prevention training
  3. Medication education
  4. Stress or anger management/relaxation training
  5. Recreational therapy
  6. Alcohol Anonymous (AA)/Cocaine Anonymous (CA)/Narcotic Anonymous (NA) support group meetings

## 2.7 REFERRED SERVICES

- A. The following services (1-7) **must** be addressed by referral to a licensed alcohol and drug treatment program or provided through partial day outpatient treatment or indoctrination into the Twelve-Step Program. Services may also include life and employability skills, academic and vocational assistance, parenting, and communication skills.
  1. Transitional Housing: If contained in the court order, referrals **must** be made to a transitional house licensed by ACC immediately following the completion of a residential treatment program. The services **must** be based on each drug court client's needs and outlined in the client's plan with a supervisor's signature of approval.
  2. Co-occurring Disorder/Dual Diagnosis: Treatment of the drug court client with co-occurring disorders **must** be provided in a facility that can provide both mental health and substance use disorder treatment concurrently. A plan of treatment for the disorders **must** be developed by substance use disorder and mental health professionals. Individual/group therapy sessions may include mental health treatment in addition to substance use disorder therapy.
  3. Observation Detoxification: This service requires monitoring twenty-four (24) hours per day (3 days maximum) of a drug court client while he/she is undergoing mild withdrawal in a residential setting. Vital signs will be taken by a staff member of the Contractor trained and certified by Office of Alcohol and Drug Abuse Prevention (OADAP) as a Regional Detoxification Specialist, or a medical doctor, registered nurse, licensed psychiatric technical nurse or licensed practical nurse. The Contractor **shall** have emergency medical procedures established.

4. Specialized Women Services (SWS): SWS services **must** be court ordered and the facility **must** be a designated SWS facility. One (1) day is considered one Unit of measure per family. A family consists of a mother with up to two (2) children under the age of six (6) years. Older children may be admitted with the approval of DAABHS. Services **must** include, but are not limited to the following in order for the billing facility to bill for SWS services provided:
  - a. Case management
  - b. Alcohol and drug treatment
  - c. Child care
  - d. Transportation
  - e. Medical treatment
  - f. Housing
  - g. Parenting skills
  - h. Aftercare
  - i. Family education
  
5. Group Counseling: Counseling that **must be** provided in an outpatient environment to more than one drug court client. Services to ACC clients may only be reimbursed by ACC. A Unit of service is fifteen (15) minutes or any portion thereof. Service is only allowed if ACC cannot provide the service.
  
6. Family Counseling: If ordered, counseling that **must** be provided in an outpatient environment to a drug court client and their family members, and/or significant other. A Unit of service is fifteen (15) minutes or any portion thereof. Limited to a maximum of 16 Units.
  
7. Individual Counseling: Counseling that **must** be provided to a drug-court-client in an outpatient environment. Outpatient services provided to the client only. A Unit of service is fifteen (15) minutes or any portion thereof.

**2.8 COST REIMBURSEMENT/REQUIREMENT**

A. The cost for residential treatment services to drug court clients **must not** exceed the following maximum amounts unless the following amounts are amended by ACC.

Residential Substance Use Disorder Treatment *	\$62.00	Maximum per day
Transitional House *	\$30.00	Maximum per day
Dual-Diagnosis/Co-Occurring **	\$72.00	Maximum per day
Observation Detoxification **	\$75.00	Maximum per day
Specialized Women Services *	\$100.00	Maximum per day
Group counseling ***	\$4.00	Maximum per 15 minutes
Family counseling ***	\$4.00	Maximum per 15 minutes
Individual counseling ***	\$13.00	Maximum per 15 minutes

Asterisk(s) beside each service corresponds with the legend below:

\* Drug court client may access this service one (1) time per supervision period.

\*\* All services or combination thereof **must not** exceed three (3) days.

\*\*\* All Services or combination thereof **must not** exceed four (4) Units per session and four (4) sessions in a month.

Initial intake evaluation/assessment fees are not reimbursable.

B. Private insurance **must** be exhausted before ACC pays.

## 2.9 **DISMISSAL/SUSPENSION**

- A. The Contractor **shall** notify the drug court supervision officer of any intended terminations of residential or intense outpatient services due to violence or other incidents of a serious nature before a drug court client is dismissed.
- B. The Contractor **shall** obtain the approval of the drug court judge for early discharge of a drug court client from residential treatment.
- C. Acts of Violence – Immediate (when the act is committed) dismissal of drug court clients from treatment is not an option for the Contractor unless the offender commits an act of violence (verbal/physical and/or destruction of property), sexual assault, abuse or use of drugs or alcohol. If a drug court client commits a verbal threat or physical act of violence, local law enforcement and the drug court supervising officer **must** be contacted immediately. This information **must** also be immediately reported to the drug court judge by the supervision officer.
- D. When a drug court client violates any facility rules, the Contractor **shall** contact the ACC Drug Court Officer.

## 2.10 **REPORTING**

- A. As determined by the Drug Court Team, the Contractor **shall** provide activity reports to the referring Drug Court Team in a format and time specified by the judge. The report data **must** include, but is not limited to the following:
1. Drug court client's name/identifier
  2. Referring ACC office
  3. Types of service rendered
  4. Contractor name and facility location
  5. Admission date
  6. Diagnosis, treatment
  7. Progress
  8. Discharge summary
  9. Discharge date
  10. Recommendations
- B. Drug court offender **must** sign release of information form so that treatment can be released to the Drug Court Team.

**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 **shall** 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. Performance Standards identifies 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 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, Contractor shall follow the direction of the State agency regarding the required compensation process.

Service Criteria	Acceptable Performance	Damages
Maintain current licensure for services being provided.	100% compliance as defined within this IFB.	Contract may be cancelled at the discretion of ACC.
Notify Arkansas Community Correction in writing of any changes in the business entity.	Notify ACC in writing of change at least 72 business hours in advance.	\$50 for each day late
Abide by the authority of the drug court judge for deciding the type of services a drug court client receives.	100% compliance as defined within this IFB.	Contract may be cancelled at the discretion of ACC.
Maintain clinical documentation	Provide to ACC staff within 72 business hours of request.	\$50 for each day late
Reporting	100% compliance as defined within this IFB.	\$50 per day for each day not in compliance with the items specified in Section 2.10.

## **SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **3.1 PAYMENT AND INVOICE PROVISIONS**

- A. The Contractor **shall** exhaust the drug court client's financial resources (Medicare, Medicaid, private insurance, etc.) prior to billing ACC for contractual services described herein.
  1. Forward invoices to:  
  
As directed by the ACC Drug Court Team.
- B. Invoices **must** be forwarded to the ACC Administrative Assistant assigned to the Drug Court, *no later than the 10th of each month*. The Administrative Assistant will provide a copy to the judge at each ACC drug court office for validation of services rendered.
- C. The Contractor **shall** bill the ACC on a monthly basis for actual services rendered and **shall** utilize an invoice provided by ACC Drug Court staff containing documentation agreed upon by the drug court judge and ACC. Payment will be based upon receipt of an original and verified invoice for services rendered and a copy of the Drug Court Judge's order.
- D. ACC will not assume financial responsibility for services rendered by Contractors to persons without proper court orders and invoices. The ACC obligation to reimburse Contractors is limited by the amount of appropriation and funding provided by the Arkansas Legislature for the specific purpose of the payment of treatment costs as described herein. Under no circumstances will ACC be financially responsible for reimbursing Contractors for the costs of treatment once the appropriation and funding provided by the Arkansas legislature is exhausted.
- E. The Contractor **shall not** bill both ACC and insurance simultaneously.
- F. The Contractor **shall not** invoice the State in advance of delivery and acceptance of services.
- G. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the services purchased as a whole.
- H. The Contractor should invoice the agency by an itemized list of charges.
- I. Other sections of this Bid Solicitation may contain additional Requirements for invoicing. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- J. Selected Contractor **shall** be registered to receive payment and future Bid Solicitation notifications. Prospective Contractors may register on-line at <https://www.ark.org/Contractor/index.html>.

### **3.2 GENERAL INFORMATION**

- A. The State will not:
  1. Lease any equipment or software for a period 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.

### **3.3 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.

### **3.4 STATEMENT OF LIABILITY**

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

### **3.5 RECORD RETENTION**

- A. The Contractor **shall** keep accurate records of costs incurred and individualized services, including tobacco cessation treatment, provided to offenders participating in the program. Also, a copy of the court order **must** be maintained in the drug court client's treatment files for tracking and verification purposes.
- B. The Contractor **shall** maintain a record of all treatment services provided, incidents, rule infractions, and progress notes in the drug court client's record before discharge or action against the drug court client.

- C. The Contractor **shall** accurately maintain documentation of tobacco usage assessment and tobacco cessation counseling in drug court client records.
- D. 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.
- E. 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.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### **3.6 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 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.

### **3.7 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.

### **3.8 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.

### **3.10 SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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 4 – STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
  
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered 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.