# REQUEST FOR QUALIFICATION

## BID SOLICITATION DOCUMENT

### SOLICITATION INFORMATION

<table>
<thead>
<tr>
<th>Bid Number:</th>
<th>710-18-1010R</th>
<th>Solicitation Issued:</th>
<th>May 17, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description:</td>
<td>Resource Parent Training and Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agency:</td>
<td>Department of Human Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SUBMISSION DEADLINE FOR RESPONSE

| Submission Date and Time: | May 24, 2018, 10:00 am CST | Bid opening Time: | May 24, 10:00 am CST |

Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).

### DELIVERY OF RESPONSE DOCUMENTS

**Delivery Address:**
- Arkansas Department of Human Services
  - Attn: Office of Procurement
  - 700 Main Street Slot W345
  - Little Rock, AR 72201

**United States mail (USPS):**
- Arkansas Department of Human Services
  - Attn: Office of Procurement
  - P.O. Box 1437 Slot W345
  - Little Rock, AR 72203-1437

**Commercial Carrier (UPS, FedEx or USPS Exp):**
- Arkansas Department of Human Services
  - Attn: Office of Procurement
  - 112 West 8th Street, Slot W345
  - Little Rock, AR 72201

Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.

**Bid’s Outer Packaging:**
Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.

- Bid number
- Date and time of bid opening
- Vendor’s name and return address

### Department of Human Services CONTACT INFORMATION

<table>
<thead>
<tr>
<th>OP Buyer:</th>
<th>Margurite Al-Uqda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer’s Direct Phone Number:</td>
<td>501-682-8743</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Margurite.al-uqda@dhs.arkansas.gov">Margurite.al-uqda@dhs.arkansas.gov</a></td>
</tr>
<tr>
<td>DHS Website:</td>
<td><a href="http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements">http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements</a></td>
</tr>
<tr>
<td>OPS Website:</td>
<td><a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a></td>
</tr>
</tbody>
</table>
SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE
The Department of Human Services (DHS) is seeking to establish contracts to provide consistent training, transfer of learning, and general support to resource parents (i.e., foster and adoptive parents) across the State of Arkansas. The contracts will support the resource parents in their required continuing education hours of training needed while caring for children in DHS custody.

1.2 TYPE OF CONTRACT
A. The term contract shall be for one year. The anticipated starting date for the contract is July 1, 2018. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
B. The total contract term shall not be more than seven (7) years.
C. The state reserves the right to award multiple contracts.

1.3 ISSUING AGENCY
The Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation process.

1.4 BID OPENING LOCATION
Responses submitted by the opening time and date shall be opened at the following location:

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

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

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

1.5 DEFINITION OF REQUIREMENT
A. The words “must” and “shall” signify a Requirement of this solicitation and that vendor’s agreement to and compliance with that item is mandatory.
B. Exceptions taken to any Requirement in this Bid Solicitation, whether submitted in the vendor’s response or in subsequent correspondence, shall cause the vendor’s response to be disqualified.
C. Vendor may request exceptions to NON-mandatory items. Any such request must be declared on, or as an attachment to, the appropriate section’s Agreement and Compliance Page in the Response Packet. Vendor must clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See Agreement and Compliance Page.)
1.6 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. The words “bidder”, “vendor” and “contractor” are used synonymously in this document.
C. The terms “Request for Qualifications”, “RFQ” and “Bid Solicitation” are used synonymously in this document.

1.7 RESPONSE DOCUMENTS
A. Original Response Packet
1. The original Response Packet must be submitted on or before the bid opening date and time.
2. The Response Packet should be clearly marked “Original” and must include the following:
   a. Original signed Response Signature Page. (See Response Signature Page.)
   b. Original signed Agreement and Compliance Pages. (See Agreement and Compliance Pages.)
   c. Original signed Proposed Subcontractors Form. (See Subcontractors.)
   d. Response to the Information for Evaluation section included in the Response Packet.
   e. Other documents and/or information as may be expressly required in this Bid Solicitation.
3. The following items should be submitted in the original Response Packet.
   a. EO 98-04 Disclosure Form. (Attachment A) (See Standard Terms and Conditions, #27. Disclosure.)
   b. Copy of Vendor’s Equal Opportunity Policy. (See Equal Opportunity Policy.)
4. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Pricing is not requested for this solicitation and must not be submitted with the bidder’s response. (See 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. Three (3) complete hard copies (marked “COPY”) of the Response Packet.
   b. One (1) electronic copy of the Response Packet, preferably on flash drives. CDs will also be acceptable.
   c. To the extent possible, all electronic files should be a single document in PDF format.
d. All additional hard copies and electronic copies must be identical to the original hard copy. In case of a discrepancy, the original hard copy shall govern.

e. If OP requests additional copies of the response, the copies must be delivered within twenty-four (24) hours of request.

2. One (1) redacted copy (marked “REDACTED”) the original Response Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

1.8 ORGANIZATION OF RESPONSE DOCUMENTS

A. It is strongly recommended that vendors 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.
- All Agreement and Compliance Pages.
- Proposed Subcontractors Form.
- Signed Addenda, if applicable.
- E.O. 98-04 – Contract Grant and Disclosure Form.
- Equal Opportunity Policy.
- Other documents and/or information as may be expressly required in this Bid Solicitation. Label documents and/or information so as to reference the Bid Solicitation’s item number.
- Response to the Information for Evaluation section of the Response Packet.

1.9 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the vendor(s) to a resultant contract must sign the Response Signature Page included in the Response Packet.

B. Vendor’s signature on this page shall signify vendor’s agreement that either of the following shall cause the vendor’s response to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exception that conflicts with a Requirement of this Bid Solicitation.

1.10 AGREEMENT AND COMPLIANCE PAGES

A. Vendor must sign all Agreement and Compliance Pages relevant to each section of the Bid Solicitation Document. The Agreement and Compliance Pages are included in the Response Packet.

B. Vendor’s signature on these pages shall signify agreement to and compliance with all Requirements within the designated section.

1.11 SUBCONTRACTORS

A. Vendor must complete, sign and submit the Proposed Subcontractors Form included in the Response Packet to indicate vendor’s intent to utilize, or to not utilize, subcontractors.

B. Additional subcontractor information may be required or requested in following sections of this Bid Solicitation or in the Information for Evaluation section provided in the Response Packet. Do not attach any additional information to the Proposed Subcontractors Form.

C. The utilization of any proposed subcontractor is subject to approval by DHS.
1.12 **PRICING**
Vendor must not include any pricing in their response. Pricing will be negotiated with the apparent successful vendor(s) after the evaluation of responses. Should the hard copies or electronic copies of their Response Packet contain any pricing, the response shall be dis-qualified.

1.13 **PRIME CONTRACTOR RESPONSIBILITY**
A. A joint response submitted by two (2) or more vendors is acceptable. However, a single vendor must be identified as the prime contractor.

B. The prime contractor shall be held responsible for the contract and shall be the sole point of contact.

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. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Response Packet. A CD is also acceptable.

C. Except for the redacted information, the redacted copy must be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.

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

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

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

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

1.15 **CAUTION TO VENDORS**
A. Prior to any contract award, all communication concerning this Bid Solicitation must be addressed through OP.

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

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

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

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

F. Vendor must provide clarification of any information in their response documents as requested by OP.

G. Qualifications must meet or exceed the required specifications as set forth in this Bid Solicitation.

C. Vendors may submit multiple responses.
1.16 REQUIREMENT OF ADDENDUM
A. This Bid Solicitation shall be modified only by an addendum written and authorized by OP.

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

The vendor shall be responsible for checking the following websites for any and all addenda up to bid opening:
http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements

1.17 QUALIFICATION AND AWARD PROCESS
A. Successful Vendor(s) Selection

The ranking of vendors shall be determined by the total score each Response receives in evaluation. The State will enter pricing negotiations with those responsible offerors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.

B. Negotiations

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

2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next highest ranking vendor. The negotiation process may be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor(s) has/have been determined, the anticipated award will be posted on the following websites:
   http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements
   http://www.arkansas.gov/dfa/procurement/pro_intent.php

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.

3. OP shall have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

4. It is the vendor’s responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of a Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.

2. An Office of Procurement Official will be responsible for award and administration of any resulting contract(s).
1.18 MINORITY BUSINESS POLICY
   A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:
      - African American
      - American Indian
      - Asian American
      - Hispanic American
      - Pacific Islander American
      - A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

   B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

   C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the vendor 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 is required to have a copy of the vendor’s Equal Opportunity (EO) Policy prior to issuing a contract award.

   B. EO Policies should be included as a hardcopy accompanying the solicitation response.

   C. The submission of an EO Policy to OSP is a one-time Requirement. Vendors 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. Vendors who are not required by law by 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, prior to the award of a contract, selected vendor(s) must have a current certification on file with Office of State Procurement (OSP) stating that they do not employ or contract with illegal immigrants.

   B. OSP will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.21 PAST PERFORMANCE
   In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is “responsible”. Responses submitted by vendors determined to be non-responsible shall be disqualified.

1.22 RESTRICTION OF BOYCOTT OF ISRAEL
   A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

   B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

   C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.
1.23 TECHNOLOGY ACCESS

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
6. Integrating into networks used to share communications among employees, program participants, and the public
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired

C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

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

The respondent's solution must comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: [http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx](http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx). Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 **VISA ACCEPTANCE**

A. Awarded vendor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.

B. Price changes or additional fee(s) shall not be levied against the State when accepting the p-card as a form of payment.

C. VISA is not the exclusive method of payment.

1.26 **PUBLICITY**

A. Vendors shall not issue a news release pertaining to this Bid Solicitation or any portion of the project without OP's prior written approval.

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

1.27 **RESERVATION**

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

1.28 **SCHEDULE OF EVENTS**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Notice of RFQ</td>
<td>May 17, 2018</td>
</tr>
<tr>
<td>Date and time for Opening Bids</td>
<td>May 24, 2018, 10:00 am CST</td>
</tr>
<tr>
<td>Contract Start, (Subject to State Approval)</td>
<td>July 1, 2018</td>
</tr>
</tbody>
</table>

1.29 **STATE HOLIDAYS**

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Dr. Martin Luther King Birthday</td>
<td>Third Monday in January</td>
</tr>
<tr>
<td>George Washington Birthday</td>
<td>Third Monday in February</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
</tr>
<tr>
<td>Labor Day</td>
<td>First Monday in September</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>November 11</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Fourth Thursday in November</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td>December 24</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
</tbody>
</table>
Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.
SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION
The Department of Human Services (DHS), Division of Children and Family Services (DCFS) seeks contracts with qualified vendors to provide consistent training, transfer of learning, and general support to resource parents (i.e., foster and adoptive parents) across the State of Arkansas.

Resource parents are required to have fifteen (15) continuing education hours after the first year of service as an approved resource provider. The goal of this Request for Qualifications (RFQ) is to provide consistent training on a wide array of topics and skills needed when caring for children of all ages in the custody of DHS/DCFS, assistance in transferring lessons learned in training into practice, and general support to resource parents. Examples of training topics may include without limitation:
- How to effectively respond to and care for children who have experienced trauma;
- How to implement age-appropriate discipline (no corporal punishment) and behavior management strategies;
- How to care for infants exposed to illegal substances in utero;
- How to provide normalcy for teenagers in foster care;
- How to help teenagers in foster care prepare for post-secondary education (e.g., how to best approach applying to college and for financial aid) and the workforce;
- How to support and mentor biological parents.

The trainings provided must include stand-alone offerings, sessions offered during DCFS Foster Parent Conferences or support groups, as well as at least one (1) resource parent mini-conference each year administered by the Vendor. Trainings and support groups must be confidential and facilitated by skilled professionals possessing the minimum requirements set out herein and who shall teach resource parents about topics related to caring for children in foster care. A curriculum must be submitted to DCFF by the Vendor(s) prior to the administration of training or support group meetings.

The Vendor must submit a summary of evaluations post training or support group meetings. The Vendor must also submit quarterly progress evaluations to the identified DCFS Program Manager.

In addition to the above referenced training and evaluation functions, Vendor shall also be responsible for a number of follow-up activities to ensure that resource parents have attempted to implement the knowledge and skills provided in training and to provide additional support to resource parents as they familiarize themselves with the child welfare system.

2.2 SCOPE OF WORK

1. Vendor must submit its training curriculum to DCFS for review and approval prior to implementation. Invoices for services rendered without proper authorization/pre-approval from DCFS are subject to denial of payment by DCFS.

2. Vendor shall ensure trainings are held in the evening hours and on weekends to accommodate resource parents' schedules.

3. Vendor shall provide advertising for all scheduled trainings.

4. Vendor shall manage the training registration process.

5. Vendor shall only provide trainings for a minimum of ten (10) participants and a maximum of twenty-five (25) participants per training.

6. Vendor shall notify registrants when scheduled training must be cancelled because the minimum number of participants did not register within one (1) week of the scheduled training and also notify registrants when training must be cancelled due to unforeseen and unavoidable circumstances (e.g., trainer illness).
7. Vendor must ensure all trainings are trauma-informed to equip resource parents with the skills to deal with the complex trauma that children in foster care have experienced.

8. Vendor must notify the identified DCFS Program Manager when services cannot be provided as scheduled due to Vendor staff vacations, illnesses, personal business etc. The identified DCFS Program Manager will notify the appropriate area staff. Planned absences must be reported to the DCFS Program Manager (2) two weeks in advance, at minimum.

9. Vendor must provide services to all of the specified DCFS services areas awarded to the Vendor as a result of this RFQ (see attached DCFS Service Area Map).

10. Vendor must provide at least six (6) but no more than ten (10) DCFS-approved, trauma-informed, stand-alone continuing education offerings/trainings for DCFS resource parents during the contract year. These trainings must be offered in different locations throughout the Vendor’s specified DCFS Service Area as agreed upon by DCFS and the Vendor.

11. Vendor must develop/coordinate DCFS-approved, trauma-informed continuing education training sessions for DCFS Resource Parent Conferences and Resource Parent Support Groups in the Vendor’s DCFS Service Area, upon request by DCFS.

12. Vendor shall provide certificates of completion to resource parents who complete trainings and shall also provide a list of individuals who complete each training to the identified DCFS contact person within one (1) week of the completed training.

13. Following the completion of a training, Vendor(s) shall ensure all training participants are contacted by phone and/or email within one (1) week and then again within three (3) months to inquire how the resource parents have attempted to implement the knowledge and/or skills provided during the training and if other support is needed.

14. The Vendor must submit a summary of evaluations post training or support group meetings. The Vendor must also submit quarterly progress evaluations to the identified DCFS Program Manager.

15. Vendor must respond to phone calls and emails from DCFS resource parents with inquiries regarding training materials presented within three (3) business days.

16. Vendor must respond to phone calls and emails from resource parents who need general assistance with navigating the child welfare system within one (1) business day. Vendor shall provide general advice to resource parents on navigating the child welfare system and provide contact information for the designated DCFS contact, or other designated provider, to provide further guidance as agreed by Vendor and DCFS.

17. Vendor must respond to crisis phone calls and e-mails from resource parents within twenty-four (24) hours of receipt of communication and provide contact information, including afterhours contact information, for the designated DCFS mental health specialist.

2.3 MINIMUM QUALIFICATIONS

1. Vendor and all proposed subcontractors must have at least two (2) years’ experience in platform training and/or group facilitation. For verification purposes, Vendor must provide the following with its RFQ submission:
   a. Copies of select training curricula developed under previous contracts or employment;
   b. Copies of curricula vitae (CVs) or resumes for Vendor’s key personnel detailing all experience relevant to the scope of work for this RFQ; and
   c. A narrative detailing Vendor’s prior experience providing services similar to those specified in the scope of work, including without limitation the specific type(s) of training provided and the contracting organization on behalf of which the training was provided; narrative should include phone numbers and e-mail addresses for previous employers and/or contract managers who can verify qualifying experience.

2. Vendor’s key personnel must possess, at minimum, a bachelor’s degree; however, master’s degrees are preferred. Qualifying degrees need not be in social work. For verification purposes, Vendor must provide the following with its RFQ submission for all key personnel proposed to meet the requirements specified in this
RFQ: documentation including without limitation copies of diplomas or transcripts verifying, at minimum, attainment of a bachelor's degree in any discipline.

2.4 **SERVICE DELIVERY LOCATION**

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of an anticipated delays that will affect the service delivery requirement.

2.5 **REIMBURSEMENT**

1. Two thousand, five hundred dollars ($2,500.00) per session shall be paid for trainings that are organized and completed by the Vendor according to the specifications provided in this RFQ, with an additional fifty dollars ($50) paid for each participant beyond the required minimum of ten (10) participants that completes the full training.

2. One thousand dollars ($1,000) per session shall be paid for training sessions offered during DCFS organized events (e.g., DCFS Area Foster Parent Conferences).

3. These amounts shall be paid to cover the following costs, without limitation:
   a. Development and/or coordination of training;
   b. Outreach and marketing for the training;
   c. Space for training (though Vendor is encouraged to use free meeting space whenever possible);
   d. Administration of training;
   e. Trainer's mileage to and from the training;
   f. Light refreshments provided for resource parents during stand-alone trainings; and
   g. Trainer's time for follow up calls and general support calls

4. For trainings organized by the Vendor that do not meet the minimum number of participants registered within one (1) week of the scheduled training, the Vendor shall be reimbursed for the outreach materials and time of staff who conducted outreach at the rate of fifteen dollars ($15) per hour upon receipt of documentation for materials and staff time.

5. Overhead costs for the transfer of learning follow-up and general support to resource parents are to be negotiated between the Vendor(s) and DCFS.

2.6 **PROJECT ORGANIZATION, STAFFING AND KEY PERSONNEL**

Response should include:
- Number of full time employees (FTE) employees engaged in similar projects
- Number of employees
- Description of your company
- An organization chart displaying the overall business structure

2.7 **PERFORMANCE STANDARDS**

A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance-Based Contracting* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor must meet in order to avoid assessment of damages.

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

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

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

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

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

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

H. Should any compensation be owed to the agency due to the assessment of damages, vendor shall follow the direction of the agency regarding the required compensation process.
SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

3.1 RESPONSE SCORE

A. OP will review each Response Packet to verify submission Requirements have been met. Response Packets that do not meet submission Requirements shall be disqualified and shall not be evaluated.

B. An agency-appointed Evaluation Committee will evaluate and score qualifying responses. Evaluation will be based on vendor’s response to the Information for Evaluation section included in the Response Packet.

1. Members of the Evaluation Committee will individually review and evaluate responses and complete an Individual Score Worksheet for each response. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description:

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

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.

3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each response.

5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

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

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

2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

<table>
<thead>
<tr>
<th>Information for Evaluation Sub-Sections</th>
<th>Maximum Raw Points Possible</th>
<th>Sub-Section’s Weighted Percentage</th>
<th>* Maximum Weighted Score Possible</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.1 Training</td>
<td>15</td>
<td>20%</td>
<td>140</td>
</tr>
<tr>
<td>E.2 Customer Service</td>
<td>5</td>
<td>15%</td>
<td>105</td>
</tr>
<tr>
<td>E.3 Verification of Hours Worked</td>
<td>5</td>
<td>5%</td>
<td>35</td>
</tr>
<tr>
<td>E.4 Reporting and Security</td>
<td>15</td>
<td>5%</td>
<td>35</td>
</tr>
<tr>
<td>E.5. Billing</td>
<td>5</td>
<td>5%</td>
<td>35</td>
</tr>
<tr>
<td>E.6 Communication</td>
<td>15</td>
<td>15%</td>
<td>105</td>
</tr>
<tr>
<td>E.7 General Requirements</td>
<td>15</td>
<td>10%</td>
<td>70</td>
</tr>
<tr>
<td>E.8 Project Implementation</td>
<td>25</td>
<td>25%</td>
<td>175</td>
</tr>
<tr>
<td>Proposal Score Subtotal</td>
<td>100</td>
<td>100%</td>
<td>700</td>
</tr>
</tbody>
</table>

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

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

\[ \frac{A}{B} \times C = D \]

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

E. Vendor’s weighted scores for sub-sections will be added to determine the Total Score for the Response.

F. Responses that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process.

3.2 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

A. Vendor must agree to all evaluation processes and procedures as defined in this solicitation.

B. The submission of a Response Packet shall signify the vendor’s understanding and agreement that subjective judgments shall be made during the evaluation and scoring of the Technical Proposals.
SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.

B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.

C. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.

D. The vendor should invoice the agency by an itemized list of charges. The agency’s Purchase Order Number and/or the Contract Number should be referenced on each invoice.

E. Other sections of this Bid Solicitation may contain additional Requirements for invoicing.

F. Selected vendor **must** be registered with the State in order to receive payment and future Bid Solicitation notifications. Vendors may register on-line at [https://www.ark.org/vendor/index.html](https://www.ark.org/vendor/index.html)

4.2 GENERAL INFORMATION

A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.

C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.

D. The State **shall not** continue a contract once any equipment has been repossessed.

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

F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

G. The State **shall not** enter a contract which grants to another party any remedies other than the following:

   - The right to possession.
   - The right to accrued payments.
   - The right to expenses of de-installation.
   - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
   - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and

The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT
A. The vendor shall at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. The vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, and the Organizational or Personal Conflict of Interest policy as presented in Attachment F.

4.4 STATEMENT OF LIABILITY
A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-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 vendor shall retain total liability for equipment, software and technical and business or operations literature. The State shall not at any time be responsible for or accept liability for any vendor-owned items.

B. The vendor’s liability for damages to the State shall be limited to the value of the Contract or $5,000,000, whichever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney’s fees awarded by a court in addition to damages after litigation based on the Contract.

C. Language in these terms and conditions shall not be construed or deemed as the State’s waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas Claims Commission as provided by Arkansas law, and shall be governed accordingly.

4.5 PERFORMANCE BONDING
A. The Contractor shall be required to obtain performance and payment bonds when necessary to protect the State’s interest, as determined by the state.

B. The following situations may warrant a performance bond:
1. The State’s property or funds are to be provided to the contractor for using in performing the contract;
2. Substantial progress payments are made before delivery of end items is complete; or
3. The duties of the Contractor, if breached, could expose the State to liabilities.

C. When it is determined that a performance bond is required, the Contractor shall obtain a performance bond as follows:
1. The amount of the performance bonds shall be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State; and

2. The State may require additional performance bond protection when a contract price is increased or modified.

D. The Contractor shall submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

4.6 RECORD RETENTION
A. The vendor shall maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access shall be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records shall be made available, upon request, to the State of Arkansas’s designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this Bid Solicitation may contain additional Requirements regarding record retention.

4.7 PRICE ESCALATION
A. Price increases will be considered at the time of contract renewal.

B. The vendor must provide OP a written request for the price increase. The request must include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP shall have the right to require additional information pertaining to the requested increase.

C. Increases shall not be considered to increase profit or margins.

D. OP shall have the right to approve or deny the request.

4.8 CONFIDENTIALITY
A. The vendor, vendor’s subsidiaries, and vendor’s employees shall be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State shall have the right to cancel the contract on these grounds.

C. Previous sections of this Bid Solicitation may contain additional confidentiality Requirements.

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

4.10 CANCELLATION
A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination. The effective date of termination shall be 30 days from the date of notification, unless a longer timeframe is specified in the notification.

B. Upon default of a vendor, the State shall agree to pay only sums due for goods and services received and accepted up to cancellation of the contract.
4.11 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.
SECTION 5 – STANDARD TERMS AND CONDITIONS

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

1. **GENERAL:** Any special terms and conditions included in this solicitation shall override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions shall become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

2. **ACCEPTANCE AND REJECTION:** The State shall have the right to accept or reject all or any part of 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 disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple responses must be placed in separate packages and should be completely and properly identified. Late bids shall not be considered under any circumstances.

4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices shall be firm and shall not be subject to escalation unless otherwise specified in the Bid Solicitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. “Discount from list” bids are not acceptable unless requested in the Bid Solicitation.

5. **QUANTITIES:** Quantities stated in a Bid Solicitation for term contracts are estimates only, and are not guaranteed. Vendor 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 vendor to supply additional descriptive material. The vendor shall guarantee that the product offered will meet or exceed specifications identified in this Bid Solicitation. Vendors 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 vendor 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 vendor shall further guarantee that if the items furnished hereunder are to be installed by the vendor, such items shall function properly when installed. The vendor shall guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor’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 vendor’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 vendor’s expense. After reasonable examination, all demonstrators will be returned at vendor’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 vendor.

10. **AMENDMENTS:** Vendor’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 vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.

13. **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 vendor 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 vendor.
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 vendors 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. Vendor shall properly identify items being returned.

20. **PATENTS OR COPYRIGHTS:** The contractor must agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation shall not be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.

23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State shall have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor shall furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or vendor.

25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.

26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor 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 to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

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