



Term Contract

Vendor No. 100124460
 Contact
 Your reference SP-16-0091

RITE OF PASSAGE INC
 2560 BUSINESS PKWY STE A
 MINDEN NV 89423

Contract No. 4600037431
 Date 05/24/2016

Contact Tamara Debord
 Telephone 501-371-6059
 Fax 501-324-9211

Our ref. ST
 Incoterms FOB
 DESTINATION

Send Invoice To:

AR Department of Human Services
 Division of Youth Services Attn: Accts Payable
 P.O. Box 1437, Slot S502
 Little Rock, AR 72203-1437

Ship To:

DHS DYS YOUTH SERVICES
 ADMINISTRATION
 700 MAIN STREET, SLOT S502, 5TH FLR
 LITTLE ROCK AR 72201

Valid from: 08/01/2016
 Valid to: 07/31/2019

State Contract #: SP-16-0091
 AASIS Contract #: 4600037431
 Commodity: AJATC Juvenile Facility Management Services

This is a term contract issued by the Office of State Procurement. This is not authority to ship. A separate purchase order will be issued. This contract constitutes acceptance of your proposal along with all terms and conditions therein and signifies the offeror's knowledge and acceptance of all terms and conditions set forth within the Request for Proposal.

TYPE OF CONTRACT: Term

Original Contract Period: August 1, 2016 through July 31, 2019.

Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to four (4) additional one (1) year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0001	10132408 TECH SERVICE,COMPENSATION DAILY BED RATE	131,400	Days	232.14	\$ 30,503,196.00
0002	10090149 TECH SERVICE,EDUCATION,NON-PROFESSIONAL	2,921,785.68	Lump Sum	1.00	\$ 2,921,785.68

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:
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Purchasing Official/Fiscal Officer

07/25/2016



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Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Rows include items 0003 and 0004, and a total row for Estimated Net Value of 34,113,499.68.

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to 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 invitation.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be

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default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10.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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, 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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the 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

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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.

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Arkansas Department of Human Services