



State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201-4222

## INVITATION FOR BID

IFB Number: <b>SP-15-0114R</b>	Buyer: Karrie Duncan
Service: Therapy Services Agency: Department of Human Services - Arkansas State Hospital	Bid Opening Date: <b>May 19, 2016</b>
Date Issued: <b>May 2, 2016</b>	Bid Opening Time: <b>2:00 p.m.</b> CDT

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

**Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>BID OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED**

Business Designation  
(check one):

Individual [ ]

Sole Proprietorship [ ]

Public Service Corp [ ]

Partnership [ ]

Corporation [ ]

Government/ Nonprofit [ ]

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000711360

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type: African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_ Asian American\_\_\_\_  
Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. **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 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.

4. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

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7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
8. **ANTICIPATION TO AWARD:** After complete evaluation of the bid, the anticipated award will be posted on the OSP website ([http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
9. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
10. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
11. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
12. **CURRENCY:** All bid pricing must be United States dollars and cents.
13. **LANGUAGE:** Bids will only be accepted in the English language.

**SECTION 1: GENERAL INFORMATION**

**1.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services/Arkansas State Hospital (DHS/ASH) to obtain pricing for the following services and positions:

1. Group Occupational Therapist
2. Individual Occupational Therapist
3. Certified Occupational Therapy Assistant
4. Occupational Therapy Evaluations
5. Individual Physical Therapist
6. Physical Therapy Assistant
7. Physical Therapy Evaluations
8. Individual Speech Therapist
9. Speech Therapy Evaluations

In addition, the Office of State Procurement (OSP) is seeking to obtain a contract for both direct and indirect patient care services provided by highly qualified, skilled therapy personnel.

**1.2 OPEN – ENDED COOPERATIVE PURCHASING AGREEMENT**

Any contract resulting from this solicitation is an open-ended state public procurement unit contract that is made available to local public procurement units. The contractor shall sell its goods or services to any public procurement unit, state or local, under the terms and conditions of the contract that results from this solicitation. Any public procurement unit, state or local, that wishes to purchase goods or services from the contractor under the terms and conditions of the contract that results from this solicitation may do so.

**1.3 ISSUING AGENCY**

- A. The issuing office is the sole point of contact in the State for the selection process. Vendor may submit written questions requesting clarification of information contained in this bid solicitation. Written questions should be submitted by 4:00 p.m., Central Time on May 11, 2016. Submit written questions by email to the buyer as shown on page one (1) of this bid solicitation.
- B. For each question submitted, vendor should reference the specific solicitation item number to which the question refers.
- C. Vendor's questions will be answered as a courtesy and at vendor's own risk.

**1.4 CAUTION TO BIDDERS**

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
  - b. Failure to sign an Official Bid Document.
  - c. Failure to complete the Official Bid Price Sheet(s).
  - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
  - e. Failure of any proposed goods or service to meet or exceed the specifications.

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**1.5 BID FORMAT**

Any statement in this document that contains the word “**will**”, “**must**” or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the bid to be rejected.

**1.6 TYPE OF CONTRACT**

The contract **will** be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to (six (6)) additional (one year terms) or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

**1.7 PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to the:

Arkansas State Hospital  
Attention: Accounts Payable  
305 South Palm  
Little Rock, Arkansas 72205  
Email: [dhsashaccounts payable@dhs.arkansas.gov](mailto:dhsashaccounts payable@dhs.arkansas.gov)

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service(s). Payment **will** be made only after the contractor has successfully satisfied the DHS/ASH as to the services purchased.

Vendors **shall** invoice the DHS/ASH by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor **must** be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

**1.8 RECORD RETENTION**

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access **will** be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' 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.

**1.9 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this (IFB) **will** be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and **shall** be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy **must** be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy **will** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid **will** be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor **will** be contacted prior to sending out the information.

**1.10 RESERVATION**

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

**1.11 PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor **will** be required to assume prime contractor responsibility for the contract and **will** be the sole point of contact with regard to all commodities, services and support.

If any part of the work **must** be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities. This information is requested to be included in the bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

**1.12 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. Upon default, to pay all sums to become due under a contract.
  - b. To pay damages, legal expenses or other costs and expenses of any party.
  - c. To continue a contract once the equipment has been repossessed.
  - d. To conduct litigation in a place other than Pulaski County, Arkansas
  - e. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
    - iii. The right to expenses of de-installation.
    - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
  - a. To accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

**1.13 CONDITIONS OF CONTRACT**

The successful bidder(s) **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) **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 successful bidder.

**1.14 STATEMENT OF LIABILITY**

The State **will** demonstrate reasonable care but **shall** not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time **will** the State be responsible for or accept liability for any vendor-owned items.

**1.15 AWARD RESPONSIBILITY**

The State Procurement Official **will** be responsible for award and administration of any resulting contract(s).

**1.16 PUBLICITY**

News releases by a vendor pertaining to this IFB or any portion of the project **shall** not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid

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reason for disqualification of the vendor's bid. The State Procurement Official **will** not initiate any publicity relating to this procurement action before the contract award is completed.

**1.17 AWARD CRITERIA**

This Invitation for Bid **shall** be awarded to the lowest responsible, responsive bidder on an **ALL or NONE** basis, by **Grand Total of the Yearly Cost. Consideration will be given only to those who bid all line items.**

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

**1.18 DELEGATION AND/OR ASSIGNMENT**

The vendor **shall** not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall** not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.19 COST**

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing **must** be valid for one-hundred twenty (120) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

**THE AMOUNT OF THE BID SHALL BE A FLAT RATE.** The Therapist **shall** set their hours working with the treatment team. There **will** be no change in rate pay for holidays or overtime. Direct patient care including evaluations and therapy services **shall** be the only billable charges. Indirect patient care services as listed below **will not** be billable. The amount bid **must** include all costs for the provision of services, on site, at the Arkansas State Hospital.

"Direct patient care" **shall** be defined, for this IFB, as therapy and evaluation services and are billable.

"Indirect patient care" **shall** be defined, for this IFB, as all other service requirements that are not billable including but not limited to the following:

- Continuing education including but not limited to NAPPI, CPR, training, and orientation
- Travel (mileage, lodging, etc. **will not** be billable)
- Screening
- Documentation
- Treatment Team meetings

**NOTE:**

1. The State **will** not be obligated to pay any costs not identified on the Official Bid Price Sheet
2. Any cost not identified by the bidder but subsequently incurred in order to achieve contract fulfillment **shall** be borne by the bidder.

**1.20 PRICE ESCALATION**

All prices bid will remain firm for the first term of the contract. In the event of an industry wide price increase for the item(s) quoted, the vendor may request a price adjustment at the time of the contract extension request, provided the vendor submits documentation from the manufacturer certifying/justifying the increased cost. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension. Under no circumstances will vendor be retroactively compensated for any increased costs covered by this subsection.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if such actions are determined to be in the best interests of the State.

**1.21 SERVICE LOCATION**

Vendor services will be rendered at DHS/ASH facility in Little Rock, AR.

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**1.22 EXTENSION CLAUSE**

Any contract awarded from the offering of these specifications **will** be subject to, after the original expiration date, an extension of six (6) additional times for the original term of the contract. Any extension **must** be mutually agreed upon by the Office of State Procurement, DHS/ASH and the contractor. The contractor **will** be notified before expiration of this contract if an extension is requested.

**1.23 REQUIRED DOCUMENTATION**

Required documentation, when requested by OSP, **must** be received by OSP within seventy-two (72) business hours from request or proof of payment toward processing requested documentation.

**1.24 CANCELLATION**

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 may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

**1.25 STATE HOLIDAYS**

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 vendor should maintain adequate staff on such working days. Additional days other than what is stated below can be proclaimed by the Governor as a holiday through an Executive Proclamation.

If these holidays fall on Saturday, the proceeding Friday **will** be observed. If these holidays fall on Sunday, the following Monday **will** be observed. If a holiday falls on a regular duty day, the services **shall** be rescheduled in the same week to either the day preceding or following the holiday.

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington's Birthday/Bates	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veterans Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday by Executive Proclamation
Christmas Eve	December 24	
Christmas Day	December 25	

**1.26 DEFINITIONS OF TERMS USED IN THIS IFB**

ASH - Arkansas State Hospital  
CMS - Centers for Medicaid and Medicare Services  
DHS - Arkansas Department of Human Services  
IFB - Invitation for Bid  
NAPPI - Non-Abusive Psychological and Physical Intervention  
OSP - Office of State Procurement  
OT - Occupational Therapy  
PT - Physical Therapy  
SLP - Speech Language Pathologist  
ST - Speech Therapy  
TJC - The Joint Commission



## **SECTION 2: SPECIFIC REQUIREMENTS**

### **2.1 SCOPE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services/Arkansas State Hospital (DHS/ASH) to obtain pricing for the following services and positions:

1. Group Occupational Therapist
2. Individual Occupational Therapist
3. Certified Occupational Therapy Assistant
4. Occupational Therapy Evaluations
5. Individual Physical Therapist
6. Physical Therapy Assistant
7. Physical Therapy Evaluations
8. Individual Speech Therapist
9. Speech Therapy Evaluations

In addition, the Office of State Procurement (OSP) is seeking to obtain a contract for both direct and indirect patient care services provided by highly qualified, skilled therapy personnel.

- A. DHS/ASH is an urban, inpatient, State acute psychiatric hospital that provides general adult, forensic and adolescent services. The current bed capacity is 222 with an average census of 210.
- B. DHS/ASH current certifications include: CMS (Centers for Medicare and Medicaid Services (CMS) and The Joint Commission (TJC) accredited.

**NOTE:** All DHS/ASH facilities are designated as **NON-SMOKING**.

### **2.2 VENDOR RESPONSIBILITIES**

The vendor is responsible for the following:

- A. A maximum of **2080 hours** of service **shall** be provided by any one therapist or technician during a contract year.
- B. Staffing levels **will** be determined by DHS/ASH based on Physician orders. Bidder(s) **must** be available as needed to provide therapy services to adult and/or adolescent patients of ASH.
- C. Vendor(s) **must** perform functions as specified by DHS/ASH, in accordance with all Federal, State, institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations. Including HIPAA (Health Insurance Portability and Accountability Act) compliance as applicable to the DHS/ASH location.

### **2.3 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Performance Standards as outlined below identifies expected deliverables, performance measures, or outcomes which 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.

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- G. In the event a Performance Standard is not met, the vendor **shall** 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, the agency **shall** direct the vendor as to the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
1. Patient Charges - Service ticket  Vendor <b>must</b> provide service ticket in the same business day as the date of service.	98% accuracy	Less than 98% accuracy on a two (2) week consistency, may result in a 10% reduction of invoices for billing of services where service ticket is shown received 24 hours from date of service.
2. Evaluation Documentation  Vendor <b>must</b> provide written evaluation for patient within 14 calendar days from date of physician referral.	98% accuracy	Less than 98% accuracy on a quarterly basis may result in a 10% reduction of invoices for billing of evaluations received after the 15th day from physician referral.
3. Screening Documentation - Screening results  Vendor <b>must</b> provide screening for adolescent patients within 14 calendar days from admission.	98% accuracy	Less than 98% accuracy on a quarterly basis may result in a 1% reduction on monthly invoice or below standard ratings on VPR. Three consecutive below standard ratings on the VPR may result in cancellation of the contract.
4. Administer recommended treatment - physician referral required  Vendor <b>must</b> perform recommended course of treatment upon physician referral only.	99% Accuracy	Less than 99% accuracy on a quarterly basis, may result in a 1% reduction on monthly invoice or below standard ratings on VPR or cancellation of contract

**2.4 VENDOR QUALIFICATIONS**

- A. Vendor **must** provide current copy of license and/or certification for each therapy service professional with bid submission. Vendor **must** be licensed and/or certified to provide services in the State of Arkansas. OSP reserves the right to verify license and/or certification.
- B. Vendor **must** have a minimum of three (3) full consecutive years of experience providing therapy services within the years of 2010 – present date 2016. Upon request, vendor **must** provide professional reference(s) on letterhead with a complete description of services, date in which services were provided, and contact information. Contact information should be current and should include name, phone number, and email address. OSP reserves the right to verify reference information.
- C. The successful vendor **must** provide current copy of insurance as outlined in section 2.10 prior to anticipation to award or when requested by OSP or DHS/ASH during the life of the contract.

## **2.5 INDIRECT PATIENT CARE SERVICES**

### **A. ORIENTATION PROCESS**

Therapists and technicians **shall** participate in the ASH new employee/vendor orientation and NAPPI training program (<http://nappi-training.com>) prior to the provision of services. The duration of orientation and the training program is estimated at four (4) hours. Therapists and technicians **shall** recertify annually. The duration of recertification is estimated at two (2) hours.

- i. The Arkansas State Hospital **shall** be supplied with a copy of each staff's criminal background check, child and adult maltreatment registry record, TB skin Test and seasonal Flu vaccination.
- ii. Each contracted therapist **must** be cleared for work at ASH, by the ASH Human Resources Director, prior to his or her attendance at orientation.
- iii. Therapists **must** be available at the start of the contract. In the event that additional therapists are needed, the contractor **shall** have three (3) weeks to complete the hire process.
- iv. All new hire personnel **must** meet minimum qualifications. The contractor **must** meet and satisfy all service specifications on all new hire personnel.
- v. The contractor **shall** maintain all current licenses required for the performance of the contracted service and is to supply a copy of the professional license(s) for each contracted therapist, and that the documents go to ASH HR. The contractor **shall** immediately notify the contract administrator of any changes in contract Personnel licensure and **shall** be responsible for ensuring that only qualified contracts personnel provides services. The contractor **shall** provide licensed and/or certified Therapist and/or Technicians to one hundred percent (100%) of Arkansas State Hospital (ASH) patients referred to the contractor by the ASH designated physician.
- vi. The contract person provided by the vendor **shall** be consistent so that the quality of services **shall** be maintained and optimal rehabilitation performance **shall** be obtained during treatment. The provision of such services **must** comply with Centers for Medicaid and Medicare Services (CMS) and The Joint Commission (TJC) standards, incorporated herein by reference, concerning the provision of specialized rehabilitation services.
- vii. The contractor **shall** notify ASH of any contracted therapist/technician that is performing their specified job duties less than satisfactory. ASH **shall** retain the right to remove and list as "do not return", the contracted therapist/technician with or without just cause.
- viii. Criminal History Checks and Central Registry Checks **must** be renewed every five (5) years. If at the time of the initial Criminal History Check the contracted therapist has not been a resident of the state for the previous five (5) years, a federal criminal history check is required.
- ix. Physician's orders **shall** be required before vendor can provide any services to patients.
- x. The contractor has no authority to initiate purchasing of any goods or equipment, but **shall** be responsible for requesting the same from the ASH Support Therapy Services Director in a timely manner so as not to disrupt service to patients.

### **B. SCREENING, PATIENT**

The vendor **shall** provide an OT and ST screening on every adolescent patient within fourteen (14) calendar days of admission. The screening results **shall** be forwarded to the physician within five (5) business days for consideration of referral for further evaluation. Time spent on screening may vary according to admissions.

**C. TREATMENT TEAM**

The vendor **shall** participate in treatment team meetings with ASH staff as needed. Therapy times **must** be coordinated with the treatment team and unit schedule. Time spent in treatment team meetings may vary.

**D. TRAINING**

Upon request by the Support Therapy Services Director and in coordination with staff development, the contractor **shall** provide in-service training program to ASH staff, emphasizing interventions and techniques to restore, maintain, and prevent regression of physical/cognitive function of the patient.

**2.6 DIRECT PATIENT CARE SERVICES**

**A. EVALUATION, PATIENT**

The vendor **shall** perform an evaluation on each physician-referred patient. Within fourteen (14) calendar days, the contractor **must** provide the following:

- Administer any needed testing
- Complete the interpretation
- Recommend a course of treatment
- Provide a report summarizing the findings of the evaluation

**B. THERAPY**

Upon physician referral only, the vendor **shall** provide services as recommended in the evaluation. Patients **shall** be seen within five (5) business days of referral. After each session of rehabilitation services, the vendor **shall** document progress in treatment within one (1) business day. Other time frames may be considered. These notes are to be filed in the patient's medical records.

**2.7 SERVICE TICKETS**

Vendor **must** submit service tickets to the billing department representative as services are rendered on a daily basis. If any service tickets are rendered on the last business day of the month, they **must** be submitted by 2:00 p.m. At minimum, each ticket **shall** include the following:

- Name of Patient
- Patient Account Number
- Service Code/Type of Service Provided
- Time In/Time Out of Service Provided

**2.8 INVOICE REQUIREMENTS**

Vendor should submit weekly invoices to ASH Accounts Payable for approval and comparison. Invoices for services rendered on the last business day of the month should be submitted by 2:00 p.m. same day. All invoices **must** be accurate and match service ticket information.

Upon request by the patient accounting office, vendor **must** provide information needed to process insurance claims for therapy services within three (3) business days.

- A. Necessary adjustments to the billing process **shall** be made to comply with any changes in insurance billing requirements for therapy services.

**NOTE:** ASH Accounts Payable **will** submit invoices to DHS for payment.

**2.9 EMPLOYEE IDENTIFICATION**

- A. Each person who is an employee or agent of the Contractor or subcontractor **shall** display his or her company ID badges at all times while on ASH premises.
- B. Upon request of authorized ASH personnel, each contractor employee or agent shall provide additional photo identification.
- C. At all times on the ASH premises, the Contractor's personnel **shall** cooperate with ASH site requirements that include but are not limited to provide information for badge issuance, and wearing the badge in a visual location

at all times. Once an employee of the vendor has satisfied all orientation requirements, ASH **will** provide a permanent ID badge.

**2.10 INSURANCE REQUIREMENTS**

The provider **shall** at all times, during the term of any resultant contract from this IFB, carry not less than the following liability limits:

Workers Compensation and Employee Fidelity Coverage Standard limits as outlined by vendor's insurance carrier.

- A. Workers Compensation and Employees Liability Policy:
- |                      |                              |
|----------------------|------------------------------|
| Workers Compensation | Statutory Limits             |
| Employers Liability  | \$1,000,000.00 each accident |

- B. Comprehensive General Liability Policy
- |                         |
|-------------------------|
| Premises and Operations |
| Contractual Insurance   |
| Personal Injury         |

Each item listed in Section B **must** have:

- |                 |  |
|-----------------|--|
| Bodily Injury   | \$500,000.00 each person<br>\$500,000.00 each occurrence   |
| Property Damage | \$1,000,000.00 each occurrence<br>\$1,000,000.00 aggregate |

Note: The vendor **shall** assume all liability for any accidental or criminal occurrence.

**2.11 SECURITY REQUIREMENTS**

- A. Contractor's personnel **shall** comply with and adhere to the State IT Security Policy and Standards.
- B. The Contractor **shall** not connect any of its own equipment to a State LAN/WAN without prior written approval by the State.

**2.12 CALL-INS OR CANCELLATIONS**

All call-ins or cancellations **must** be communicated to DHS/ASH at least two (2) hours prior to the start of required shift.

**2.13 REGISTRY**

It is requested that the vendor provides, with their bid response, a current registry listing of the available active number of Therapy Service Professionals at their location. A registry **shall** be required prior to Anticipation to Award. The registry **must** state the number available and the classification of the service professional as:

- A. Occupational Therapist (OT)  
B. Physical Therapist (PT)  
C. Speech Therapist (ST)

**2.14 GROUND FOR CANCELLATION**

The following violations may be cause for Cancellation of Contract:

- A. Violation of DHS/ASH minimum conduct standards, rules, or policies;  
B. Repeated placement of staff that violates DHS/ASH minimum conduct standards which results in numerous permanent "do not return" (DNR) status;  
C. Immediate notification of disciplinary actions taken against any provider staff with clinical licensure;  
D. Inflation of the amount of monies owed to provider by DHS/ASH;  
E. Forgery of documentation required by staff;  
F. Consistently late or last minute call-ins from provider's employees, without justification, may be grounds to terminate or cancel the contract.

**2.15 VENDOR PERFORMANCE REPORTS (VPR)**

Vendor Performance Reports **shall** be utilized whenever the Vendor is in default of the contract terms as outlined in this IFB. Upon notification of the VPR, the Vendor **shall** promptly take all corrective actions to be in compliance with the contract terms. The agency and the Vendor **shall** work together during the vendor's resolution of any non-compliance issue. The Vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the Vendor issued by OSP.

**OFFICIAL BID PRICE SHEET**

**THE ACCOMPANYING EXCEL SPREADSHEET CONTAINS THE OFFICIAL BID PRICE SHEET.**

- Vendor is required to submit a printed copy of the completed official bid price sheet with bid submission.

**Note:**

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve items shall be borne by the bidder.

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**STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves 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:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will 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 are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The bid 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 bidder. 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 bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.



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- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. 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 and any additional cost will be borne by the vendor.
- 15. 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.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.
- 18. 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.
- 19. 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 invitation for bid, (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.
- 20. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. 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.
- 24. 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.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder 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

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bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.
- 28. 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.