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Posting Website(s):	https://humanservices.arkansas.gov/about-dhs/op/procurement-announcements or http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

The Arkansas Department of Human Services (DHS) Office of Procurement (OP) issues this Request for Qualifications (RFQ) on behalf of the Division of Children and Family Services (DCFS) to identify vendors qualified to provide intensive home and community-based diversion and reunification services. The goal of the program is to safely reduce the number of children in care by providing intensive, long-term, trauma-informed in-home services aimed at reducing child abuse/neglect, improving family functioning, enhancing parenting skills, addressing mental health and substance abuse issues, reducing child behavior problems, and empowering families to solve future problems independently through use of formal and informal concrete supports.

DCFS is interested in qualifying contractors for thirty-seven (37) counties as part of this pilot program. In the future, this program may expand to include all counties in the State of Arkansas. See **Response Packet** for a complete listing of counties eligible for bid under this RFQ.

1.2 TYPE OF CONTRACT

- A. The term of the contract will be for six (6) months. The anticipated starting date of the contract is January 1, 2019. Upon mutual agreement by the vendor and agency, the contract may be renewed by DCFS 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.

1.3 ISSUING AGENCY

DHS, Office of Procurement (OP), as the issuing office, is the sole point of contact throughout this solicitation and award process. Questions regarding this solicitation shall be directed to the Issuing Officer listed on page one of this document.

1.4 BID OPENING LOCATION

Responses submitted by the closing time and date **shall** be opened at the following location:

Department of Human Services
Office of Procurement
700 Main Street, DPW, Room 3201
Little Rock, AR 72201

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" and "vendor" are used synonymously in this document.
- C. The terms "Request for Qualifications", "RFQ" and "Bid Solicitation" are used synonymously in this document.
- D. The terms "buyer" and "Issuing Officer" are 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 submission deadline date and time.
2. The *Response Packet* **must** include the following and, submitted in the following order. .
 - 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. Signed Addenda, if applicable.
 - e. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*.)
 - f. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - g. Response to the *Information for Evaluation* section included in the *Response Packet*.
 - h. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

- B. Pricing is not requested for this solicitation and **must not** be submitted with the bidder's response. (See *Pricing*.)

C. Copies and Redacted Copy of the Response Packet

In addition to the hard copy of the *Response Packet*, the following **must** be submitted:

1. One (1) electronic copy of the *Response Packet*, preferably on flash drives. CDs will also be acceptable.
2. The electronic copy **must** be identical to the hard copy. In case of a discrepancy, the hard copy **shall** govern.
3. If DHS requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
4. One (1) redacted copy (if applicable), 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 hard copy of the *Response Packet* should be arranged in the following order and **must** be tabbed and labeled with the name of each section.
 - *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*.
- *Response to the Information for Evaluation section of the Response Packet*.
- Other documents and information as may be expressly required in this RFQ. Label documents and information so as to reference the *Bid Solicitation's* item number.

1.9 **CLARIFICATION OF BID SOLICITATION**

- A. Vendor must use the Question Submission Template (QST) when requesting clarification of information contained in this RFQ. The Question template must be submitted via email by 12:00 p.m., Central Time on or before October 3, 2018 to the Issuing Officer as shown on page one (1) of this RFQ.
- B. Vendors' written questions will be consolidated and responded to by the DHS. The State's consolidated written response is anticipated to be posted to the websites listed on page 1 by the close of business on **October 19, 2018**.
- C. Vendors may contact the Issuing Officer with non-substantive questions at any time prior to the bid opening.
- D. Oral answers to vendor questions may be given as a matter of courtesy and is not a part of any contract resulting from this solicitation and may not be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.
- E. It is the vendor's responsibility to guarantee receipt of the questions by the specific time and date. The State accepts no responsibility for accurate or timely receipt of email submission from responses.

1.10 **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*.

1.11 **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.

1.12 **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*.

1.13 **PRICING**

Vendor **must not** include any pricing in their response. Should the hard copies or electronic copies of their response packet contain pricing, the response shall be disqualified.

Contracted services as a result of this RFQ shall be Fixed Rate Reimbursement at the rate of \$92.00 per day per family.

- A. These rates include all cost to be incurred, including but not limited to, the cost of court appearances, paperwork and travel. No additional costs may be charged to clients.

- B. Contract liability will be based on the needs in each county. This determination will be made at the sole discretion of DHS/DCFS.
- C. Payment will be made after services are rendered. No payment will be made prior to delivery of services.

1.14 **PRIME CONTRACTOR RESPONSIBILITY**

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

1.15 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this RFQ 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.

1.16 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this RFQ **must** be addressed through the Issuing Officer.
- B. Vendor **must not** alter any language in any solicitation document provided by DHS.
- 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 DHS.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this RFQ.

1.17 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by DHS.
- B. An addendum posted within three (3) calendar days prior to the bid closing **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

C. The vendor **shall** be responsible for checking the websites listed on page 1.

1.18 **AWARD PROCESS**

A. Award Determination

1. Contracts that are awarded to respondents must be awarded to respondents whose proposals are determined to be most advantage to DHS based on the selection criteria.
2. The contracts are subjected to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those are complete.
3. The DHS reserves the right to award multiple contracts.

B. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the websites listed on page 1.
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. DHS **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 websites for the posting of an anticipated award.

C. Issuance of a Contract

1. Any resultant contract(s) of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for award and administration of any resulting contract(s).

1.19 **MINORITY AND WOMEN-OWNED BUSINESS POLICY**

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 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 Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.20 **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* may be submitted in electronic format to the following email address: margurite.al-ugdah@dhs.arkansas.gov but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to DHS 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 to have an *EO Policy* **must** submit a written statement to that effect.

1.21 **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 DHS stating that they do not employ or contract with illegal immigrants.

B. OP 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.

1.22 **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 **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.

1.24 **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>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 **PUBLICITY**

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

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

1.26 **RESERVATION**

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

1.27 **SCHEDULE OF EVENTS**

Public Notice of RFQ	September 27, 2018
Deadline for Receipt of Written Questions	October 3, 2018 12:00 pm CST
Response to Written Questions and final RFQ draft on or about	October 19, 2018

Date and time for Opening Bids	November 5, 2018 10:30 am CST
Intent to Award Announced, On or About	November 12, 2018
Contract Start, (Subject to State Approval)	January 1, 2019

1.28 STATE HOLIDAYS

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

New Year's Day	January 1
Dr. Martin Luther King Birthday	Third Monday in January
George Washington Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

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 DHS Office of Procurement (OP) issues this Request for Qualifications (RFQ) on behalf of the Division of Children and Family Services (DCFS) to identify vendors qualified to provide intensive home and community-based diversion and reunification services for a pilot program. The goal of the program is to safely reduce the number of children in care by providing intensive, long-term, trauma-informed in-home services aimed at reducing child abuse/neglect, improving family functioning, enhancing parenting skills, addressing mental health and substance abuse issues, reducing child behavior problems, and empowering families to solve future problems independently through use of formal and informal concrete supports.

DCFS is interested in qualifying contractors for thirty-seven (37) counties as part of this pilot program. In the future, this program may expand to include all counties in the State of Arkansas. See **Response Packet** for a complete listing of counties eligible for bid under this RFQ.

2.2 VENDOR QUALIFICATIONS

~~Bidder's program must meet the standards for a "well-supported practice" as defined by the Family First Prevention Services Act. For verification purposes, bidder must submit documentation of bidder's inclusion on the Federal Clearinghouse's current register of well-supported practices.~~

- A. Bidder must have a minimum of two (2) years' experience in crisis intervention, individual, family, and/or group therapy. Bidder must also have additional experience providing counseling in home, school, community and office environments. For Verification purposes, Bidder must submit the following:
 - Copies of curricula vitae (CVs) or resumes for Vendor's key personnel detailing all experience relevant to the scope of work for this RFQ. ~~Vendors who do not currently have the required positions may submit job descriptions in lieu of CVs or resumes.~~
 - A narrative detailing Vendor's prior experience providing services similar to those specified in the scope of work, including without limitation the specific services provided and the contracting organization on behalf of which the services were provided; narrative should include phone numbers and e-mail addresses for previous employers and/or contract managers who can verify qualifying experience.
- B. Bidder's key personnel must possess, at minimum, a bachelors' degree; however, masters' 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.
- C. The Bidder must certify that the Bidder has not received any sanctions or corrective actions by a state or Federal government within the last ten (10) years. ~~Bidder's signature on Section 2: Vendor Agreement and Compliance in the attached response packet shall serve as certification under this requirement.~~ However, failure to certify may not disqualify a bidder's submission if Bidder ~~declares such failure in Section 2: Vendor Agreement and Compliance and~~ provides ~~additional~~ detailed documentation of each sanction and any corresponding corrective action received from a state or Federal government within the last ten (10) years. Documentation must include status of all corrective actions within the last ten (10) years, including corrective actions completed to the satisfaction of the issuing government agency.

2.3 SCOPE OF WORK

The intensive in-home services program is an intensive, home and community-based diversion and reunification program. The goal of the program is to safely reduce the number of children in care by providing intensive, long term, evidence based and trauma informed in-home services aimed at reducing child/abuse neglect, improving family functioning, enhancing parenting skills, addressing mental health and substance abuse issues, reducing child behavior problems, connecting families to formal and informal concrete supports, and empowering families to be able to solve future problems independently. The family intervention specialist (FIS) shall take a systems approach and involve school teachers, family members, friends, community members, etc., to help the family develop a healthy social support network. Essential components of the FIS treatment strategy include: therapeutic coaching; providing parenting skills education; facilitating educational achievement; offering special strategies concentrating

on issues of sexual problem behaviors and substance abuse; teaching age appropriate personal habits and social skills; and helping the family access community resources.

Intensive in-home services are for families whose children (ages 0-17) are at extreme risk of out-of-home placement or have been removed from the home and reunification is achievable with intensive evidence-based services. All services to a single family shall be delivered by one (1) worker, a family intervention specialist. The family intervention specialists shall have weekly individual and team supervision by a master's level practitioner along with consultation by a licensed practitioner to ensure quality of services. Diversion services shall last an average of four (4) to six (6) months and reunification services shall last an average of six (6) to nine (9) months. Families will typically receive face to face services three (3) times a week, but frequency of contact shall be based on the needs of the family and will fluctuate during services. At the end of services, the family should need no further intervention, except for families where long-term medication management/therapy or other long-term service is a necessity. The family intervention specialist shall help the family ensure those services are in place prior to intensive in-home services ending.

The FIS shall have small caseloads of no more than five (5) families. The FIS shall have intensive supervision with a team of no more than five (5) other FIS per supervisor. The FIS shall provide intensive in-home services in the family's home or natural environment, at times that are convenient and reasonable for the family. This shall include daytime, evenings, and weekends as needed. The service shall be available twenty-four (24) hours a day, seven (7) days a week for emergency crisis intervention. The contractor shall ensure coverage by other team members when the scheduled FIS is unavailable. Services shall be strengths-based and tailored to the unique needs of each family. The Contractor must have an understanding of environmental, behavioral, and cognitive interventions with families.

The target population for these services includes children who are neglected, abused, dependent or otherwise in need of services. Family needs will generally include some combination of the following: communication; limit setting; affective relations; monitoring of the child's **social interactions**; interactions with the school; marital relations; problem solving skills; and support from extended family and community; ~~drug screening of juveniles; concrete needs (housing, employment, food, health care, transportation, auto repair, pest control, household cleaning, repairs, utilities, etc.).~~ The FIS will also provide direct services to Parents, or assist Parents in accessing services from other providers, that will address the following: psychiatric problems and medication monitoring; substance abuse prevention; domestic violence; and overall commitment to parenting.

Contractor shall only accept referrals for Intensive In-Home Services under this contract from DCFS caseworkers and/or the courts. The identification of the appropriateness of a referral shall be determined by the contractor and the DCFS Supervisor or designee.

Future funding for contracts under this RFQ will be contingent upon the Vendor's program meeting all standards for a "well supported practice" as defined in the Family First Prevention Services Act. Consequently, all vendors selected under this RFP must meet the specified standards by October 1, 2019 in order to continue providing services under any contract that results from this RFQ.

2.4 **KEY PERSONNEL**

The following personnel shall be considered "key" for the purposes of this RFQ and must meet the minimum educational and professional requirements as follows:

- A. **Family Intervention Specialists** must hold a master's degree (preferred) in social work, counseling, psychology or a related field as determined by DHS **OR** a bachelor's degree in social work, counseling, psychology or a related field as determined by DHS and at least one (1) year experience working with children and families. **NOTE:** The delivery of certain evidence-based practices shall require a master's degree.
- B. **Clinical Supervisors** must hold a Master's degree in social work, counseling, psychology or a related field as determined by DHS with a minimum of one (1) year experience delivering an evidence-based practice to children and families **OR** a bachelor's degree in social work, counseling, psychology or a related field as determined by DHS with a minimum of one (1) year experience delivering an evidence-based practice to children and families
- C. **Clinical Consultants** must maintain current licensure in mental health field (LCSW, LPC, LAC etc.), and possess a minimum of two (2) years' experience delivering evidence-based practices and overseeing a clinical model with evidence-based practices.

2.5 PERFORMANCE STANDARDS

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

- A. DHS 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. The following submission required mandatories **must** be received at Bid submission date and time in order to move to next stage of evaluation.
 - 1) Bid Solicitation Response Packet received by submission date and time.
 - 2) One (1) original hard copy and one (1) electronic copy of Response Packet.
 - 3) Response Signature Page and Agreement and Compliance pages for Section 1,2,3,4 and 5 submitted and signed.
 - 4) EO 98-04 Disclosure Form submitted and signed.
 - 5) Proposed sub-contractor form submitted and signed.

3.2 VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE

The submission of a *Response Packet* **shall** signify the vendor's understanding and agreement to comply with all requirements in this Bid Solicitation.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. Invoices for monthly billing must be developed online through the CHRIS FINANCIAL MODULE @ <https://dhs.arkansas.gov/dcfs/pie/login.aspx>. Reimbursement of services rendered under resultant contracts-- will be by submission of an itemized monthly billing.
- B. Billing must be signed by an authorized agent or designee for the provider and have the certification of compliance with the performance indicators, DHS 0145 attached.
- C. A monthly report will be required and will include: number of clients served, hours of service, ~~cases-billed to Medicaid,~~ dollar amount billed to DCFS and contract balance (dollar amount).
- D. Only original billing invoices will be accepted. No photocopies.
- E. Invoices are to be submitted by the 10th of the month to the DCFS Area Financial Coordinator. If the 10th is on a weekend, billing is due no later than the following Monday.
- F. No payment will be made prior to delivery of service. Vendor will not receive any other payment.
- G. 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.
- H. The agency's Purchase Order Number and /or the Contract Number should be referenced on each invoice.
- I. 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>

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. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. 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.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.

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 vendor **shall** agree to DHS Standard Terms and Conditions as presented in **Attachment D**; Performance Based Contracting Standards as presented in **Attachment C**; and to pro forma contract as presented in **Attachment E**.

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 **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.

4.6 **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.

4.7 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.

4.8 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.

4.9 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** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **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 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 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 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.
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.