



STATE OF ARKANSAS
 Department of Human Services
 Office of Procurement
 700 Main Street
 Little Rock, Arkansas 72201

REQUEST FOR QUALIFICATION
BID SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|---|--|------------------------------|--------------------------------|
| Bid Number: | 710-19-1025 | Solicitation Issued: | March 8, 2019 |
| Description: | Qualified Residential Treatment Services | | |
| Agency: | Department of Human Services | | |
| SUBMISSION DEADLINE FOR RESPONSE | | | |
| Submission Deadline Date: | 4/5/2019 | Submission Deadline Time: | 10:00 am Central Standard Time |
| <p>Responses shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid submission date and time. Responses received after the designated bid submission date and time shall be considered late and non-responsive. It is not necessary to return "no bids".</p> | | | |
| DELIVERY OF RESPONSE DOCUMENTS | | | |
| Delivery Address: | Arkansas Department of Human Services | | |
| Drop off (walk in): | Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201 | | |
| United States mail (USPS): | Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437 | | |
| Commercial Carrier (UPS, FedEx or USPS Exp): | Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201 | | |
| <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address.</p> | | | |
| Bid's Outer Packaging: | <p>Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Vendor's name and return address | | |
| Department of Human Services CONTACT INFORMATION | | | |
| OP Buyer: | | Buyer's Direct Phone Number: | |
| Email Address: | | DHS's Main Number: | |
| DHS Website: | http://humanservices.arkansas.gov/about-dhs/op/procurement-announcements | | |
| OPS Website: | 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 Department of Human Services (DHS), Office of Procurement (OP) issues this Request for Qualifications (RFQ) to identify qualified vendors to provide Residential Treatment Services. The services are for children with serious emotional and/or behavioral disorders or disturbances.

A contract will be awarded to all vendors who meet the Minimum Qualifications specified in Section 2.2 of this RFQ as determined by DHS.

1.2 TYPE OF CONTRACT

- A. The term of this contract(s) **shall** be for one (1) year. The anticipated starting date for the contract is 06/01/2019. Upon mutual agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- B. The total contract term shall not exceed more than seven (7) years.
- C. Any resultant contract(s) of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.

1.3 ISSUING AGENCY

OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this *Bid Solicitation* should be directed to the Issuing Officer as shown on page one of this document.

1.4 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

Department of Human Services
Office of Procurement
618 Main Street, DPW
Little Rock, AR 72203

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

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

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's response or in subsequent correspondence, **shall** cause the vendor's response to be disqualified.

- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page* in the *Response Packet*. Vendor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder", "vendor", "contractor" 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 used synonymously in this document.

1.7 RESPONSE DOCUMENTS

A. Original Response Packet

1. The original *Response Packet* **must** be submitted on or before the bid opening date and time.
2. The *Response Packet* **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 Subcontractor Form* (See *Subcontractors*)
 - d. Signed addenda to this RFQ, if applicable. (See Requirement of Addendum.)
 - e. EO 98-04 Disclosure Form, completed and signed (Attachment A).
 - 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*.
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 a flash drive. CD's will also be acceptable.
2. The electronic copy **must be identical to the original hard copy**. In case of a discrepancy, the original hard copy govern. To the extent possible, all electronic files should be a single document in PDF format.
3. One (1) redacted copy (if applicable), marked "REDACTED" of the original *Response Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
4. If DHS requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.

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 original *Response Packet* should be arranged in the following order and should 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*.

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 4:00 p.m. Central Standard Time on or before March 15, 2019 to the Issuing Office as shown on page one (1) of this RFQ.
- B. Vendors' written questions will be consolidated and responded to by 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 or about March 22, 2019.
- C. Vendors may contact the OP buyer 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*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.13 PRICING

- A. Vendor **must not** include any pricing in their response to this RFQ. If the hard copies or electronic copies of their response packet contain pricing, the response shall be disqualified.
- B. Contracted services as a result of the RFQ shall be fixed at a rate of one hundred sixty-five dollars and thirty-one cents (\$165.31) per day.
- 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 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 the 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.

- G. Vendor **must** provide clarification of any information in their response documents as requested by DHS.
- H. 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 opening **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 one for any and all addenda up to bid opening.

1.18 **AWARD PROCESS**

A. Negotiations

1. If the agency so chooses, it **shall** also have the right to enter into discussions with the qualifying vendor(s) to further define contractual details. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined, or until such time the State decides not to move forward with an award.

B. 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. DHS reserves the right to award multiple contracts.

C. Anticipation to Award

1. Once an anticipated successful vendor, or vendors, has been determined, the anticipated award will be posted to 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 (14)-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.

D. Issuance of a Contract

1. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
2. 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 that is at least fifty-one percent (51%) 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 Veterans Affairs

B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) 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, the State is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

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

C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.21 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 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 6. Integrating into networks used to share communications among employees, program participants, and the public
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute

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

1.25 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: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.26 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor’s response to be disqualified.

1.27 RESERVATION

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

1.28 SCHEDULE OF EVENTS

| | |
|---|-------------------------------|
| Public Notice of RFQ | March 8, 2019 |
| Deadline for Receipt of Written Questions | March 15, 2019 4:00 pm CST |
| Response to Written Questions on or About | March 22, 2019 |
| Date and time for Opening Bids | April 5, 2019 10:00 am CST |
| Intent to Award Announced On or About | April 12, 2019 |
| Contract Start Date (Subject to State Approval) | June 1, 2019 |

1.29 STATE HOLIDAYS

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

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

SECTION 2 – MINIMUM REQUIREMENTS

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

2.1 INTRODUCTION

Qualified Residential Treatment Services are specifically for youth with serious emotional and behavioral problems whose needs cannot be met in any other setting. The facility must be properly licensed and accredited by one of the following approved, non-profit independent accreditation organization: The Commission on Accreditation of Rehabilitation Facilities (CARF), The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or The Council on Accreditation (COA) (See Section 2.2.B).

2.2 QUALIFIED RESIDENTIAL TREATMENT PROGRAM (QRTP) MINIMUM QUALIFICATIONS

- A. Must meet the definition of a Child Care Institution, as stated under 42 USC 672(c)(2). For verification purposes, Vendor **must** submit a Residential Child Welfare Agency license obtained from the Division of Child Care and Early Childhood Education (DCCECE).
- B. Must be accredited by one (1) of the independent, not for profit organizations specified below. For verification purposes the Vendor **must** submit a Certificate of Accreditation:
 - 1. The Commission on Accreditation of Rehabilitation Facilities (CARF).
 - 2. The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
 - 3. The Council on Accreditation (COA).
- C. Must have a trauma informed treatment model. For verification purposes the Vendor **must** submit a detailed program description outlining their evidence-based trauma informed treatment model.
- D. Must have registered or licensed nursing staff and other licensed clinical staff who provide care within the scope of their practice as defined by the state/tribal law, who are on-site according to the trauma-informed treatment model and are available twenty-four (24) hours a day, seven (7) days a week.

For verification purposes the Vendor **must** submit license of each of their registered, or licensed, nursing personnel.

2.3. SCOPE OF WORK

- A. The Division of Children and Family Services (DCFS) seeks to contract with Vendors who articulate a clear program philosophy that is strength-based, needs-based, trauma-informed, youth-centered and family focused. Vendor shall provide trauma-informed treatment designed to address the needs, including clinical needs as appropriate, of youth with serious emotional and/or behavioral disorders or disturbances. Treatment, with respect to a youth, shall be identified and implemented for the youth by a required thirty (30)-day assessment of the appropriateness of the placement. The contractor must be a licensed residential treatment care provider and be accredited by any of the following independent not-for-profit organizations: The Commission on Accreditation of Healthcare Organizations (JCAHO), the Council on Accreditation (COA) or The Commission on Accreditation of Rehabilitation Facilities (CARF).
- B. This basic type of placement is limited to youth whose needs cannot be met in a traditional foster home, therapeutic foster home, or youth who have reached their treatment goals in a more restrictive setting and are ready to be transitioned to a less restrictive level of care. The Vendor shall serve clients referred by or in the custody of the Arkansas Department of Human Services (DHS). Vendor must provide services to youth who have a history of and/or current patterns of emotional, behavioral, and adjustment problems; youth with a diagnosis of conduct disorder, oppositional and disruptive behaviors; youth with a history of multiple placements and parent/youth conflict problems; delinquent youths; and Families in Need of Services (FINS) cases. DCFS seeks programs that are highly specialized for child treatment, crisis intervention and stabilization. These youths often have a history of chronic patterns of aggressiveness, delinquency, self-injurious behaviors, non-compliance and depression. Most have experienced multiple unsuccessful out of

home placements and may have histories of substance abuse, psychiatric hospitalizations, homicidal and/or suicidal ideation and/or features of psychosis.

- C. Vendor must have a structured and coordinated process to admit and discharge youth to achieve effective transitions in and out of QRTP. Vendor must work to develop, engage, maintain and support communication and visitation between a youth and their family, extended family, fictive kin, community or permanent connections. Vendor must work with DCFS to engage birth families to be involved in the youth's day-to-day activities as much as possible when appropriate. Vendor must clearly demonstrate their commitment to promoting safety, permanency, and well-being for youth as outlined in the QRTP assessment and the DCFS case plan. Vendor must support the DCFS's permanency goals for youth and their families. Vendors must provide discharge planning and family-based aftercare support dependent upon the needs of the youth and timeframes necessary to provide the services upon discharge from the QRTP.
- D. The Vendor must conduct activities and perform services including the following deliverables, without limitation:
 - 1. Program Deliverable A: Provide a twenty-four (24) hour a day placement for children who have been removed from their homes by DCFS and need immediate placement and supportive services;
 - 2. Program Deliverable B: Family engagement and outreach with the permanency team as indicated in the Family First Prevention Act (FFPSA);
 - 3. Program Deliverable C: Deliver treatment in a safe and secure environment;
 - 4. Program Deliverable D: Be responsible for providing for the child's mental and physical health needs;
 - 5. Program Deliverable E: Ensure the child's educational needs are met in compliance with state laws and regulations, and Department of Education guidelines; and
 - 6. Program Deliverable F: Ensure QRTP reimbursement for the foster youth follows the policies and procedures as defined.

2.4 PERFORMANCE STANDARDS

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Attachment C: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

SECTION 3 – CRITERIA FOR SELECTION

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

3.1 REVIEW OF SUBMISSION

- A. DHS will review each *Response Packet* to verify submission requirements have been met. Responses 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 Agreements and Compliance Pages, for Sections 1,2,3,4 and 5 submitted and signed.
 - 4) Proposed sub-contractor form submitted and signed.
 - 5) EO 98-04 Disclosure 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. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon submission of a monthly billing invoice developed on-line through the **PROVIDER INVOICE ENTRY (PIE) SYSTEM** at <https://dhs.arkansas.gov/dcfs/pie/Login.aspx>. The original invoice, signed with **BLUE** ink and printed from the **PIE** system **must** be submitted to the DCFS Specialized Placement Unit at the address listed on the invoice. Photocopies, fax or scanned invoices will not be accepted, unless requested by the Division.

Contractor must include with the invoice a Monthly Report Form that provides monthly referrals, ongoing placements, and discharge information of DCFS clients and a certification of compliance form verifying the performance based contracting deliverables have been met.

Contractor will not receive any other payment.

- B. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- C. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- E. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- F. Selected vendor **must** be registered with the State in order to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses, or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
1. The right to possession.
 2. The right to accrued payments.
 3. The right to expenses of de-installation.
 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

6. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.
- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 1. The extent of liability for such risk is based upon the purchase price of the equipment **or software** at the time of any loss.
 2. The contract has required the State to carry insurance for such risk.

4.3 CONDITIONS OF CONTRACT

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The vendor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.
- C. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, and the Organizational or Personal Conflict of Interest policy as presented in Attachment F.

4.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The vendor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance and payment bonds when necessary to protect the State's interest, as determined by the state.

- B. The following situations may warrant a performance bond:
1. The State's property or funds are to be provided to the contractor for using in performing the contract.
 2. Substantial progress payments are made before delivery of end items is complete.
 3. The duties of the Contractor, if breached, could expose the State to liabilities.
- C. When it is determined that a performance bond is required, the Contractor **shall** obtain a performance bond as follows:
1. The amount of the performance bonds **shall** be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.
 2. The State may require additional performance bond protection when a contract price is increased or modified.
 3. The performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) days of contract execution.
 4. Failure to provide is a breach of contract and may result in immediate contract termination.
- D. The Contractor **shall** submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

4.6 RECORD RETENTION

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.7 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.

4.8 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.

4.9 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.

4.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the 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.