



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

**REQUEST FOR PROPOSAL**  
**RFP SOLICITATION DOCUMENT**

<b>SOLICITATION INFORMATION</b>			
Solicitation Number:	710-24-094	Solicitation Issued:	January 13, 2025
Description:	Private Licensed Placement Agencies		
Agency:	Department of Human Services, Division of Children and Family Services		
<b>SUBMISSION DEADLINE</b>			
Proposal Submission Date and Time	February 12, 2025, 1:00 p.m., Central Time	Proposal Opening Date and Time:	February 12, 2025, 2:00 p.m., Central Time
<p>Proposals <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Contractors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
<b>DELIVERY OF RESPONSE DOCUMENTS</b>			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201		
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437		
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> 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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>			
Proposal's Outer Packaging:	<p>If the proposal packet is not sealed and properly marked with the below information, the package may be opened for proposal identification purposes.</p> <p>▪ Solicitation number    ▪ Date and time of proposal opening    ▪ Vendor's name and return address</p>		
<b>OFFICE OF PROCUREMENT CONTACT INFORMATION</b>			
OP Buyer:	Ian Cunningham	Buyer's Direct Phone Number:	501-682-0120
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	OP's Main Number:	501-682-1001
DHS Website:	<a href="https://humanservices.arkansas.gov/do-business-with-dhs">https://humanservices.arkansas.gov/do-business-with-dhs</a>		
OSP Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>		

## **SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS**

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

### **1.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Children and Family Services (DCFS) to obtain proposals from Private Licensed Placement Agencies (PLPA). These agencies will provide foster care services in family homes for children who cannot be maintained in their own homes and have been placed in foster care. The service is for children and youth statewide that are referred by or in the custody of the State. OP is the sole point of contact throughout this solicitation process.

DCFS seeks to add PLPA contractors to the current vendor pool providing this vital service for Arkansas children and youth in foster care. **Contracts currently active between DCFS and PLPAs will not be affected by this RFP. Vendors already providing service under contracts with DCFS may not submit proposals in response to this RFP.**

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

In accordance with Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

### **1.3 TYPE OF CONTRACT**

As a result of this RFP, OP intends to award contracts to multiple Contractors. The contract term shall be for one (1) year. The anticipated start date for the contract is (date). The contract may be renewed by OP, upon mutual agreement by the Parties, for up to six (6) additional one (1) year terms, or portions thereof, not to exceed a total contract term of seven (7) consecutive years.

### **1.4 ISSUING AGENCY**

OP, as the issuing office, is the sole point of contact throughout this solicitation process. Questions regarding this RFP should be made through the Issuing Officer as shown on page one (1) of this document.

### **1.5 BID OPENING LOCATION**

Bids submitted by the opening date and time will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

### **1.6 ACCEPTANCE OF REQUIREMENTS**

**“Must”** and **“shall”** signify Requirements of this RFP and Contractor’s agreement to and compliance with those items is mandatory. The proposal will be disqualified if Prospective Contractor takes exception to any RFP Requirements.

Prospective Contractors **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. The Prospective Contractor **must** clearly explain the requested exception and reference the specific item number to which the exception applies (see Agreement and Compliance Page). DHS **must** not be required to accept any requested exceptions. Only exceptions expressly accepted by DHS will become part of the resulting contract.

### **1.7 DEFINITION OF TERMS**

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

- A. **“Prospective Contractor,” “Contractor,” “bidder,” “vendor,”** and **“respondent”** are used synonymously in this RFP to mean an offeror who submits a proposal in response to the RFP.
- B. **“Buyer”** and **“Issuing Officer”** are used synonymously in this document.
- C. **“Request for Proposal,” “RFP,” “RFP Solicitation,”** and **“Solicitation”** are used synonymously in this document.
- D. **“Responsive proposal”** means a proposal that conforms in all material respects to this RFP.

- E. “**Proposal Submission Requirement**” means a task Prospective Contractor **shall** complete when submitting a proposal response. These requirements will be distinguished by using “**shall**” or “**must**” in the requirement.
- F. “**Requirement**” means a specification to which the Prospective Contractor’s commodity and/or service **must** meet or exceed in the performance of any contract awarded as a result of this RFP. These specifications are distinguished by using “**shall**” or “**must**” in the requirement.
- G. “**State**” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this RFP, that obligation is limited to the State Department using such a contract.

## 1.8 RESPONSE DOCUMENTS

The complete **Response Packet** shall consist of the Original *Technical Proposal Response Packet* and the Original *Bid Price Sheet* as detailed below.

### A. Original Technical Proposal Response Packet (Technical Proposal)

The following items are Proposal Submission Requirements and **must** be submitted in the Response Packet:

1. A printed, single-sided, hard copy of the Technical Proposal **must** be received on or before the submission deadline.
2. The Technical Proposal should be clearly marked “Original” and **must** include the following:
  - a. Original signed Proposal Signature Page (see Response Packet)
  - b. Original signed Agreement and Compliance Page (see Response Packet)
  - c. EO 98-04 Disclosure Form, Attachment A (see Standard Terms and Conditions, Disclosure)
  - d. Response to the Information for Evaluation section (see Response Packet)
  - e. Original Proposed Subcontractors Form (see Subcontractors)
  - f. Other documents and/or information as may be expressly required in this RFP
3. The following items should be submitted in the Response Packet:
  - a. Copy of Contractor’s Equal Opportunity Policy (see Equal Opportunity Policy)
  - b. Signed addenda to this RFP, if applicable (see Requirement of Addendum)
  - c. Voluntary Product Accessibility Template (VPAT), if applicable (see Technology Access)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter, promotional, or marketing information.

### B. Official Bid Price Sheet (Price Sheet)

1. An original Price Sheet **must** be submitted in hard copy format.
2. Contractor should also submit one (1) electronic copy of the Price Sheet, preferably in PDF format on a flash drive. A CD may also be accepted. All items on flash drive or CD should be in PDF format.
3. The Price Sheet, including both hard and electronic copies, **must** be separately sealed from the Technical Proposal and should be clearly marked “Pricing.” Pricing information **must not** be included in the Technical Proposal hard or electronic copies.

### C. Response Packet - Additional and Redacted Copies

The following items should also be submitted:

1. Three (3) complete printed, single-sided, hard copies (marked “COPY”).
2. Two (2) flash drives containing electronic copies in PDF format. CDs may also be accepted.
3. All additional hard and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.

4. One (1) redacted copy (marked "REDACTED"), preferably on a flash drive in PDF format. A CD may also be accepted (see Proprietary Information).
5. If OP requests additional copies of the Response Packet, the copies **must** be delivered within twenty-four (24) hours of request.

## 1.9 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing the Response Packet.
- B. The Response Packet and all copies should be arranged in the following order:
  - Response Signature Page
  - Agreement and Compliance Page
  - Signed Addenda, if applicable
  - E.O. 98-04 – Contract Grant and Disclosure Form
  - Equal Opportunity Policy
  - Proposed Subcontractors Form
  - Other documents and/or information as may be expressly required in this RFP. Label documents and/or information so as to reference the RFP's item number.
  - Response to the Information for Evaluation section of the Response Packet.

## 1.10 CLARIFICATION OF RFP

- A. Contractor may submit written questions requesting clarification of information contained in this RFP. Written questions should be submitted via email by 4:00 p.m., Central Time on or before January 17, 2025. Submit questions to the OP buyer as shown on page one (1) of this RFP. It is the contractor's responsibility to guarantee receipt of the questions by the specific time and date. DHS accepts no responsibility for accurate or timely receipt of email submissions.
- B. Attachment B **must** be used for submission of all written questions. Vendor should reference the specific solicitation item number to which each question refers. Written questions submitted in a different format may not be answered by DHS.
- C. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on January 24, 2025.
- D. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.
- E. Oral statements by OP **shall not** be part of any contract resulting from this solicitation and **may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by DHS.**

## 1.11 RESPONSE SIGNATURE PAGE

- A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the Response Signature Page included in the Response Packet.
- B. Contractor's signature on this page signifies its agreement that either of the following **shall** cause the proposal to be disqualified:
  1. Additional terms or conditions submitted intentionally or inadvertently.
  2. Any exception that conflicts with a Requirement of this RFP.

## 1.12 AGREEMENT AND COMPLIANCE FORM

Contractor **must** sign the Agreement and Compliance Page (included in the Response Packet) corresponding to each section of the RFP. Contractor's signature signifies agreement to and compliance with all Requirements within the designated section.

## 1.13 SUBCONTRACTORS

- A. Contractor **must** complete and submit the Proposed Subcontractors Form included in the Response Packet to indicate contractor's intent to utilize, or to not utilize, subcontractors.

- B. Additional subcontractor information may be required or requested in following sections of this RFP 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.

#### 1.14 PRICING

- A. Contractor shall include all pricing on the Price Sheet only. Any cost not identified but subsequently incurred in order to achieve successful operation **shall** be borne by Contractor. The Price Sheet is provided as a separate PDF file posted with this RFP.
- B. To allow time to evaluate proposals, prices **must** be valid for one hundred eighty (180) days following the bid opening.
- C. The Price Sheet, including the hard and electronic copies, **must** be separately sealed from the Technical Response and should be clearly marked as "Pricing." DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package.
- D. Contractor **must not** include any pricing in the hard or electronic copies of the Technical Proposal. Should hard copies or electronic copies of the Technical Proposal contain any pricing, the Response Packet **shall** be disqualified.
- E. Failure to complete and submit the Price Sheet **shall** result in disqualification. All proposal pricing **must** be in United States dollars and cents. The Price Sheet may be reproduced as needed.

#### 1.15 PRIME CONTRACTOR RESPONSIBILITY

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

#### 1.16 INDEPENDENT PRICE DETERMINATION

- A. By submission of a Response Packet, Contractor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
  - The prices in the proposal have been arrived at independently, without collusion; and
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### 1.17 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this RFP become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- B. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response. By so redacting any information contained in the response, Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above. **Under no circumstances will pricing information be designated as confidential.**
- C. 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 may also be acceptable. Do not submit documents via e-mail or fax. 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. Contractor is responsible for identifying all proprietary information and for ensuring the electronic

copy is protected against restoration of redacted data. The redacted copy **shall** be open to public inspection under FOIA without further notice to Contractor.

- D. If a redacted copy of the submission documents is not provided with Contractor's Response Packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **will** be released in response to any request made under FOIA. If the State deems redacted information to be subject to FOIA, Contractor will be notified of the State's determination prior to release of the documents. The State has no liability to Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.18 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this RFP **must** be addressed through the OP buyer. The State shall have the right to award or not award a contract, if it is in the State's best interest.
- B. Contractor **must not** alter any language in any solicitation document provided by the State, including the Official Bid Price Sheet. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- C. Proposals **must** be submitted only the English language. Contractor **must** provide clarification of any information in their response documents as requested by OP. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this RFP.
- D. Contractors may submit multiple proposals. Each proposal shall be submitted separately and must include all documents and information required under this RFP in order to advance to evaluation.

#### 1.19 REQUIREMENT OF ADDENDUM

- A. This RFP **shall** be modified only by an addendum written and authorized by OP. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the RFP prior to submission of response.
- 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 RFP. Contractor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

#### 1.20 AWARD PROCESS

- A. Award Determination  
The Grand Total Score for each Contractor, which shall be the sum of the Technical Score and Cost Score, shall be used to determine the ranking of proposals. The State may move forward to negotiations pursuant to Ark. Code Ann. § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award.
- B. Discussions and Negotiations
  - 1. The State may choose to enter into discussions with the qualifying vendor(s) to further define contractual details. All such discussions **shall** be at the State's sole discretion and may be conducted at any lawful time of the State's choosing. The State **shall** solely determine the items to be discussed or negotiated.
  - 2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.
  - 3. The State may elect to request best and final offers. Any best and final offer request made by the State will be conducted with the responsible Contractors that meet the minimum qualifications at Section 2.2.
- C. Anticipation to Award
  - 1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors 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.

2. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the State's best interest. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. **Issuance of Contract**

Any resultant contract of this RFP **shall** be subject to State approval processes which may include Legislative review. DHS reserves the right to award multiple contracts. A State Procurement Official will be responsible for award and administration of any resulting contract.

### 1.21 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Ark. Code Ann. § 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 Veteran Affairs

- B. A woman-owned business is defined by Ark. Code Ann. § 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 *Response Signature Page*.

### 1.22 EQUAL OPPORTUNITY POLICY

In compliance with Ark. Code Ann. § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. *EO Policies* should be included as a hardcopy accompanying the solicitation response. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

### 1.23 COMBINED CERTIFICATIONS

- A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company, and they do not currently and shall not for the aggregate term of any resulting contract:
1. Boycott Israel (see Ark. Code Ann. § 25-1-503).
  2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105).
  3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102).
  4. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203).

- B. Contractor shall submit signed Attachment H: Combined Certifications for Contracting with the State of Arkansas.

### 1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Contractor's past performance with the State may be used to determine if the Contractor is "responsible." Proposals submitted by Contractors determined to be non-responsible **shall** be disqualified.

### 1.25 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 Ark. Code Ann. § 25-26-201 et seq., 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. Contractor 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, 2019 (software applications and operating ICSSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, CONTRACTOR 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, 2019 (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 Ark. Code Ann. § 25-26-201 et seq., 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; and
  7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Ark. Code Ann. § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### 1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

Contractor'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.

#### 1.27 PROCUREMENT CARD ACCEPTANCE

Awarded Contractor should have the capability of accepting the State's authorized Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment. P-card is not the exclusive method of payment.

#### 1.28 PUBLICITY



Contractors **shall not** issue a news release pertaining to this RFP or any portion of the project without OP's prior written approval. Failure to comply with this Requirement **shall** be cause for a Contractor's proposal to be disqualified or for the contract to be terminated.

### 1.29 RESERVATION

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

### 1.30 DATA LOCATION

Contractor **shall** under no circumstances allow Arkansas data to be relocated, transmitted, hosted, or stored outside the continental United States in connection with any services provided under this contract entered into under this RFP, either directly by Contractor or by its subcontractors.

### 1.31 SCHEDULE OF EVENTS

#### **SOLICITATION SCHEDULE**

ACTIVITY	DATE
Public Notice of RFP	January 13, 2025
Deadline for Receipt of Written Questions	January 17, 2025, 4:00 pm CST
Response to written Questions, On or About	January 24, 2025
Proposal Due Date and Time	February 12, 2025, 1:00 pm CST
Opening Proposal Date and Time	February 12, 2025, 2:00 pm CST
Intent to Award Announcement Posted, On or About	March 14, 2025
Contract Start Date (Subject to State Approval)	June 1, 2025

### 1.32 STATE HOLIDAYS

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

HOLIDAY	DATE
New Year's Day	January 1
Dr. Martin Luther King'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
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 – SPECIFICATIONS**

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

### **2.1 INTRODUCTION**

This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Children and Family Services (DCFS) to obtain proposals from qualified Private Licensed Placement Agencies (PLPA). These agencies will provide foster care services in family homes for children who cannot be maintained in their own homes and have been placed in foster care. The service is for children and youth statewide that are referred by or in the custody of the State.

DCFS seeks to add PLPA contractors to the current vendor pool providing this vital service for Arkansas children and youth in foster care. **Contracts currently active between DCFS and PLPAs will not be affected by this RFP. Vendors already providing service under contracts with DCFS are not required to submit proposals in response to this RFP.**

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

### **2.2 OVERVIEW**

A PLPA is a child placement agency licensed by the Child Welfare Agency Review Board (CWARB) that recruits, trains, approves, and supports resource homes which provide substitute care for children and youth within a family-like setting on a twenty-four (24) hour basis. A PLPA is responsible for maintaining the resource homes it recruits by ensuring those resource homes continuously meet the Minimum Licensing Standards for Child Welfare Agencies (Attachment I – Placement) and DHS/DCFS resource home policy and procedures (Attachment K), including but not limited to:

- Completion of background checks
- Structured Analysis Family Evaluation (SAFE) home studies
- Pre-service training
- Continuing education for resource parents as applicable
- Adherence to the reasonable and prudent parent standard and use of all types of Alternate Care (see Policy VII-G)
- Requests for changes in placement (see Procedure VII-L1: Resource Parent Request for Placement Change)
- Allegations of child maltreatment

### **2.3 MINIMUM QUALIFICATIONS**

Contractor **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), or other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.
- B. Contractor **must** include a copy of all required licensure and certification documents in the Response Packet.
- C. Contractors must be licensed as a PLPA by the CWARB by the contract start date of June 1, 2025, as set out in the Minimum Licensing Standards for Child Welfare Agencies (Attachment I). Prospective Contractor **must** check the appropriate box on page five (5) of the Response Packet if currently licensed as a PLPA and provide a current copy of licensures with proposal submission. If Prospective Contractor is not currently licensed as a PLPA, Prospective Contractor **must** check the appropriate box (refer to page 5 of the Response Packet) and complete and sign the Statement of Attestation (refer to page 6 of the Response Packet).

### **2.4 SCOPE OF WORK**

- A. Services **shall** be provided in family homes for children who have been placed in foster care in compliance with the Minimum Licensing Standards for Child Welfare Agencies (Attachment I) and DCFS policies and procedures. Only children and youth referred by DHS/DCFS shall be accepted into a DCFS slot.
- B. Contractors **shall** provide services including, without limitation, the following:
  1. Recruitment, training, licensing compliance, support, and retention of foster homes.

2. Recruitment efforts focused on families who will accept children and adolescents in foster care, sibling groups, and older youth.
  3. All necessary background checks, training, and SAFE home studies.
  4. Monitoring all re-evaluations of the home, including quarterly visits, and meeting Minimum Licensing Requirements.
  5. Conduct training for resource families as specified by DCFS.
  6. Electronic reporting.
- C. Contractors **shall** have a network of resources to provide services and **shall** be responsible for monitoring to ensure all requirements are met and services are provided independent of DCFS.
- D. PLPAs **shall** support DCFS in the mission of reunification and achieving permanency for children and youth:
1. By working with DCFS to follow policy to ensure siblings who have been separated are placed together.
  2. By assisting DCFS in weekly visitation of siblings who have been separated.
  3. By assisting DCFS with transportation to weekly visits for siblings who have been separated.
  4. By following guidelines established by the Contractor's program description, child welfare licensing, and DCFS policy as it relates to the Alternate Care Policy.
  5. By supporting DCFS in reunification efforts.
  6. By supporting DCFS in relative placements for the children and youth in the PLPA setting.
- E. Population  
PLPAs shall accept any and all appropriate children and youth referred by DCFS.
- F. Recruitment  
PLPA's **must** work in conjunction with DCFS to determine recruitment areas.
- G. Training
1. Staff Training:
    - a. Contractors **shall** complete SAFE training unless otherwise determined by DCFS.
    - b. Contractors **shall** attend a one (1) day DCFS orientation and training regarding agency policy, procedure, and form requirements within the first ten (10) business days of the contract start date. The DCFS Foster Care Manager/designee will notify Contractors of the training location prior to the training date.
  2. Resource Family:  
Contractors **shall** utilize the pre-service training identified by DCFS. PLPA contractors **shall** train families virtually; however, DCFS reserves the right to require in-person trainings upon notification to Contractors of any concerns related to virtual training.
- H. Referrals  
Contractor **must** be available to accept DCFS referrals upon the contract's effective date.
- I. Placement
1. Placement **must** be contingent upon the client meeting admission criteria stated in the program description submitted by Contractor, hereinafter referred to as the "Program Description," incorporated herein by reference, and the availability of slots/beds within a contract period. DCFS will not approve placement of children and youth who do not meet the criteria listed herein.
  2. The PLPA **shall** select the home that is in the best interest of the child and **shall** be based on an individual assessment of the child's needs.
  3. Contractors **shall** place children only in approved resource homes.
  4. When a client is moved from one home to another within the program, Contractor **shall** provide written notice to the DCFS Family Service Worker and the Specialized Services Unit (SSU) Program Manager stating the reason for the move within twenty-four (24) hours of the move.
  5. Contractors **shall** have a plan in place for continued placement support surrounding placement disruptions.
  6. Contractor **shall** ensure appropriate mental health services are obtained for clients accepted in their program, as needed, and DCFS policy shall be followed.
  7. When siblings are separated, Contractor **shall** work with DCFS to follow policy to ensure siblings are placed together.
- J. Visitation and Reunification
1. When siblings are separated, Contractor **shall** assist DCFS in facilitating weekly visitation, including providing transportation. Contractor **must** support DCFS in reunification efforts.

2. Contractors **must** provide safe and reliable transportation as needed and shall comply with federal and state laws, rules, and regulations including, without limitation, the Arkansas Child Passenger Protection Act (Ark. Code Ann. § 27-34-104). All persons providing transportation **shall** have and maintain a valid driver's license and liability insurance as required by state law.
3. The DCFS Family Service Worker will develop a visitation schedule with the client's family and coordinate with the PLPA case manager.
4. Contractor's agent assigned to the client can accompany the DCFS Family Service Worker on the visit as appropriate and assist with transportation when available.
5. Visitation will take place unless such visitation is:
  - Contrary to court order
  - Parental rights have been terminated
  - Potential visitation has been ordered to stop
  - Temporarily halted or terminated for therapeutic reasons approved by DCFS.

K. Plan of Care

1. Contractor **shall** have a plan in place for continued placement support surrounding placement disruptions. Contractor **must** be prepared with crisis intervention. When a placement **must** be disrupted, a thirty (30) day notice **must** be provided to DCFS unless there is an imminent safety factor.
2. For each client in the program, Contractor **shall** work with DCFS and maintain a minimum of monthly contact with the Family Service Worker to discuss client's progress, continuing needs, and any problem areas when appropriate.
3. Contractor **shall** maintain records of the client-specific case planning per DCFS policy and child welfare licensing. Documentation **shall** at a minimum reflecting the following:
  - Case Plan developed in accordance with recommendations made by a physician, licensed professionals, or DCFS involved in the care of a client.
  - Any revisions of the case plan.
  - The portion of monthly contract payment given to Resource parents (a minimum of 34% of the total monthly payment per client paid to Contractor).
4. Contractors **must** submit monthly update reports to the DCFS Family Service Worker regarding the children placed in their resource homes.

L. Mental Health Services

1. Contractors **must** ensure appropriate mental health services are obtained for clients accepted in their program, as needed and DCFS policy **shall** be followed.
2. Services **shall** be provided by a mental health provider licensed in the State of Arkansas to practice in the discipline of Social Work or Counseling and shall provide all therapy.
3. Competent qualified person(s) providing direct client service **shall** have a master's or bachelor's degree in one (1) or more of the following:
  - Counseling
  - Criminal Justice
  - Early Childhood Education
  - Social Work
  - Psychology or related degree

M. Respite/Temporary Care

1. Contractors **shall** provide respite or/and temporary out-of-home care on a twenty-four (24) hour a day basis in a family setting to families that are referred by DCFS.
2. Contractors **shall** accept referrals from DCFS twenty-four (24) hours a day, seven (7) days a week.
3. Contractors **must** provide respite care services, if space is available, to clients referred by DHS/DCFS.
4. Contractors **must** not allow respite care placements to exceed seven (7) days of care per three (3) month period or, 672 hours per fiscal year for any child referred by DCFS, except for emergency situations. DCFS, in its sole discretion, may approve up to an additional four (4) days of respite/temporary care in emergency situations. The DCFS Specialized Services Unit (SSU) Program Manager is responsible for the approval of any additional days.
5. Contractors **shall** provide a respite/temporary placement that meets the child's identified needs as set out in the DCFS case plan. Contractors **must** ensure that the medical care needed for the child or children is obtained.
6. Contractors **shall** provide respite/temporary care services within the service area where the child's foster, adoptive, or biological family is located as determined by DCFS.
7. Contractors **shall** provide visitation between the child and the family upon request by DCFS.

8. Contractors **shall** provide safe and reliable transportation for children in respite/temporary care as needed and shall comply with federal and state laws and regulations including the Arkansas Child Passenger Protection Act (Ark. Code Ann. § 27-34-104). All persons providing transportation shall have a valid driver's license and minimum insurance coverage as required by Arkansas State Law.
9. Contractors **must** provide respite/temporary care by properly trained and licensed resource homes.
10. Contractors **must** train respite/temporary caregivers using the criteria for Placement, as set out in the Minimum Licensing Standards for Child Welfare Agencies.
11. Contractors **must** follow guidelines established by Contractor's program description and child welfare licensing.

N. Reporting

Contractors **must** utilize the Children's Reporting Information System (CHRIS) for electronic record keeping to open, maintain, and close their network of family homes. Contractors **must** submit progress reports and other data electronically either through an interface or directly into CHRIS.

## 2.5 COMPLIANCE

- A. Contractor **shall** provide services in compliance with the Minimum Licensing Standards for Child Welfare Agencies, PUB 004, and any subsequent updates during the life of the contract incorporated herein by reference.
- B. Contractors **shall** follow all DCFS policies and procedures, located at <https://dese.ade.arkansas.gov/Offices/office-of-early-childhood/placement--residential-licensing>
- C. Contractor **shall** comply with the versions of the policies and guidelines listed below and included in this packet.
  - Policy VI-P: Private Licensed Placement Agency (PLPA) Resource Homes
  - Policy VII-A: Resource Home Definitions and Purpose
  - Policy VII-C: Resource Home Assessment Process
  - Policy VII-G: Alternate Care for Children in Out-of-Home Placement
  - Excerpt from PUB-30: Resource Parent Handbook

## 2.6 PRIVACY AND SECURITY

- A. Contractor **shall** ensure and maintain compliance with the most current version of Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH), The Privacy Act of 1974, Arkansas Personal Information Protection Act (A.C.A. § 4-110-104), and other Federal and State privacy and security standards. Prior to award, Contractor must complete and sign a Business Associate Agreement (BAA). The State of Arkansas Security and Privacy policies can be found at:  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1001.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-1003.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4002.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4008.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-4009.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5000.pdf>  
<https://humanservices.arkansas.gov/wp-content/uploads/DHS-Policy-5010.pdf>
- B. Contractor **shall** disclose any breaches of privacy or security by contacting the DHS Information Technology Security Office within one (1) business day of the breach at [DHS.IT.Security.Team@dhs.arkansas.gov](mailto:DHS.IT.Security.Team@dhs.arkansas.gov). Contractor **shall** use protected health information and/or other confidential information only in a manner that is necessary to provide the services required in this solicitation. Contractor **shall** safeguard the use and disclosure of, and restrict access to, protected health information and/or other confidential information.

## 2.7 CRIMINAL BACKGROUND CHECKS

- A. Contractor will perform criminal background checks on all proposed staff members. Pursuant to those background checks, no staff member **shall** be staffed on this project if they have committed an offense that would preclude State employment as a "designated position" if applicable to the underlying contracted services, under Ark. Code Ann. § 21-15-102 or otherwise as a "designated financial or information technology position" pursuant to Ark. Code Ann. § 21-15-111.
- B. Contractor **shall** ensure that all individuals have cleared an Arkansas State Police criminal background check, Arkansas Child Maltreatment Registry check, a Vehicle Safety Check (i.e., driving record), an FBI fingerprint based criminal background check, and out-of-state child maltreatment investigations if required. Such checks **must** be repeated every two (2) years.

## 2.8 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 Contractor **must** meet in order to avoid assessment of damages. 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.
- B. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include Contractor's input so as to establish reasonably achievable standards. All changes made to the Performance Standards **shall** become an official part of the contract.
- C. Performance Standards **shall** continue throughout the contract term. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages. In the event a Performance Standard is not met, Contractor will have the opportunity to defend or respond to the insufficiency. The State may waive damages if it determines there were extenuating factors beyond Contractor's control that hindered the performance of services or if it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability. Should any compensation be owed to the agency due to the assessment of damages, Contractor **shall** follow the direction of the agency regarding the required compensation process.

### **SECTION 3 – SELECTION**

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

#### **3.1 TECHNICAL PROPOSAL SCORE**

- A. OP will review each Response Packet to verify submission Requirements have been met. Response Packets that do not meet submission Requirements **shall** be rejected and **shall** not be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on Prospective Contractor's response to the Information for Evaluation section included in the Response Packet.
  1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFP evaluation factor, the proposal squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFP evaluation factor, the proposal squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFP evaluation factor, the proposal is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFP evaluation factor, the proposal's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFP evaluation factor, the proposal is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFP evaluation factor, the proposal clearly does not meet the requirement. Either nothing in the proposal is responsive in relation to the evaluation factor or the proposal affirmatively shows that it is unacceptable in relation to the evaluation factor.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings in a consensus scoring meeting. At this consensus scoring meeting, each evaluator will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
  3. After committee members have had an opportunity to discuss their individual scores recorded on the preliminary Individual Score Worksheet with the committee, the individual committee members will be given the opportunity to change their initial individual score, if they feel that is appropriate.
  4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each proposal. For purposes of scoring, only the final scores of the evaluators reflected on the Consensus Score Sheet will be used. Each evaluator shall sign the Consensus Score Sheet affirming that the score noted is the score intended by the evaluator.
  5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The Information for Evaluation section has been divided into sub-sections.

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

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Minimum Qualifications	20	25%	175
E.2 Approach to Scope of Work	35	50%	350
E.3 Additional Contract Requirements	15	25%	175
<b>Total Technical Score</b>	<b>70</b>	<b>100%</b>	<b>700</b>

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

- D. The proposal's weighted score for each sub-section will be determined using the following formula:  
 $(A/B) \times C = D$   
 A = Actual Raw Points received for sub-section in evaluation  
 B = Maximum Raw Points possible for sub-section  
 C = Maximum Weighted Score possible for sub-section  
 D = Weighted Score received for sub-section
- E. The proposal's weighted scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

### 3.2 COST SCORE

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the proposal with the lowest grand total as shown on the *Official Bid Price Sheet*. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining proposals will be allocated by using the following formula:

$$(A/B) \times (C) = D$$

A = Lowest Total Cost  
 B = Second (third, fourth, etc.) Lowest Total Cost  
 C = Maximum Points for Lowest Total Cost  
 D = Total Cost Points Received

### 3.3 GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the proposal. The Prospective Contractor's proposal with the highest Grand Total Score will be selected as the apparent successful Contractor (See *Award Process*).

	Maximum Points Possible
Technical Proposal	700
Cost	300
<b>Maximum Possible Grand Total Score</b>	<b>1,000</b>

### 3.4 PROSPECTIVE CONTRACTOR ACCEPTANCE OF EVALUATION TECHNIQUE

Contractor **must** agree to all evaluation processes and procedures as defined in this RFP. The submission of a Response Packet **shall** signify Contractor's understanding and agreement that subjective judgments **shall** be made during the evaluation and scoring of the Technical Proposals.



## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **4.1 PAYMENT AND INVOICE PROVISIONS**

- A. Invoices for monthly billing **must** be submitted through the [Provider Invoice Entry \(PIE\)](#) application unless otherwise specified by DCFS. Reimbursement of services rendered under resultant contracts will be by submission of an itemized monthly billing invoice. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices **must** be submitted by the 10<sup>th</sup> of the month to the SSU Manager. If the 10<sup>th</sup> is on a weekend, billing is due no later than the following Monday. Only original billing invoices will be accepted. No photocopies.
- B. A monthly report **must** be submitted along with each monthly invoice that lists all admissions, discharges, unplanned discharges, and youth status information. The report must include the amount of the monthly contract payment given to Foster Parents (which should be a minimum 34% of the total monthly amount, per client, paid to the Contractor monthly). Billing **must** be signed by an authorized agent or designee for the provider and contain a signed certification of compliance with Performance Standards.
- C. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- D. Other sections of this RFP may contain additional Requirements for invoicing.
- E. Selected Contractor **must** be registered to receive payment and future RFP notifications. Contractors 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 thirty (30) day written notice to the Contractor/Lessor in the event funds are not appropriated. The State **shall not** continue a contract once any equipment has been repossessed.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The laws of the State of Arkansas **shall** govern this contract. Any litigation involving the State **must** take place in Pulaski County, Arkansas. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- D. 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.
  5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- E. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- F. 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, and
  2. The contract has required the State to carry insurance for such risk.

### **4.3 CONDITIONS OF CONTRACT**

- A. Contractor **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of the work.
- B. Contractor **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 Contractor.
- C. Contractor agrees to Attachment C: Performance Based Contracting Standards, Attachment D: DHS Standard Terms and Conditions, Attachment E: Pro Forma Contract, Attachment F: Business Associate Agreement, and Attachment G: Organizational or Personal Conflict of Interest Policy. Do not complete and return any of the above-named attachments. They are for your information only.

#### 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 Contractor-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. Contractor will 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 Contractor-owned items.
- B. Contractor'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 Contractor's gross negligence or willful misconduct; 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. Contractor 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 Contractor's gross negligence or willful misconduct; 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. Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 PERFORMANCE BONDING

Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:

- A. Performance bonds **shall** be in the amount of one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate its protection. Such performance bonds must be provided to DHS prior to signing the contract.
- B. The State **shall** require additional performance bond protection when a contract price is increased or modified. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
- C. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the contract term. Documentation **must** be provided to the State with each required notice. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

#### 4.6 RECORD RETENTION

- A. Contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by 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 RFP may contain additional Requirements regarding record retention.

#### 4.7 PRICE ESCALATION

Price increases will be considered at the time of contract renewal. Contractor **must** provide to OP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP has the right to require additional information pertaining to the requested increase. Increases will not be considered to increase profit or margins. OP has the right to approve or deny the request.

#### 4.8 CONFIDENTIALITY

- A. Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this RFP 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 RFP may contain additional confidentiality Requirements.

#### 4.9 CONTRACT INTERPRETATION

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

#### 4.10 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this RFP for cause at the discretion of DHS. The State shall give the vendor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the RFP by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

#### 4.11 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and Contractor will 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 **must** 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 Proposal Packets **must** be submitted to OP on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the RFP. 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 proposals **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 (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the RFP.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **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 RFP, any catalog brand name or manufacturer reference used in the RFP 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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this RFP. Contractors not bidding an alternative 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 RFP. Contractor 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. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) 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 Contractor'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 Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor'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 Contractor.
- 10. **AMENDMENTS:** Contractor's proposals 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 Contractor. 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 Contractor.

- 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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **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 Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of OP. 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 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 OP 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. Contractor **must** give written notice to OP 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 Contractors 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:** 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 RFP, (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 Contractor hereunder or in contemplation hereof or developed by 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 Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** 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 Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission, which shall have exclusive jurisdiction over any and all claims that Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor shall continue to provide the Services under this Agreement even in the event that 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 Contractor 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 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, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation, Contractor has provided services which the State has accepted, 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, Contractor agrees that: (a) Contractor **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, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) Contractor 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 Contractor 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) Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

- 25. CONTINGENT FEE:** Contractor 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 Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, Contractor named on the *Proposal 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.