



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

REQUEST FOR QUALIFICATION
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-25-047	Solicitation Issued:	April 18, 2025
Description:	Placement and Residential Services		
Division:	Department of Human Services, Division of Children and Family Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	May 21, 2025, 1:00 p.m., Central Time	Proposal Opening Date and Time:	May 21, 2025, 2:00 p.m., Central Time
<p>Proposals shall not be accepted after the designated submission deadline. 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 submission deadline. Proposals received after the designated submission deadline shall be considered late and shall be returned to Contractor without further review. It is not necessary to return "no bids" to the Office of Procurement (OP).</p>			
DELIVERY OF RESPONSE DOCUMENTS			
Drop off Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201 Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.		
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 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.		
Proposal's Outer Packaging:	If the proposal is not sealed and properly marked with the below information, the package may be opened for proposal identification purposes. ▪ Solicitation number ▪ Date and time of proposal opening ▪ Vendor's name and return address		
OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

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 Qualification (RFQ) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) to establish a Qualified Vendor List (QVL) comprised of specialized service providers for DHS youth clients up to twenty-one (21) years old. The resultant QVL shall be non-mandatory and may be used by DHS as a means for eliminating the preliminary step of agreement to standard terms and conditions in future bid solicitations which utilize this vendor pool for the following service areas:

- Developmentally Disabled Services (DDS) Foster Care
- Therapeutic Foster Care (TFC)
- Private and Specialized Licensed Placement Agencies (PLPA/SPLPA)
- Qualified Residential Treatment Program (QRTP)
- In-Patient Care Specialized Services

At the time of this RFQ, specific requirements are not available for all potential scopes of work (SOW) contemplated. DHS reserves the right to request services for additional DHS divisions and locations.

1.2 QUALIFIED VENDOR LISTING

- The purpose of this RFQ is to establish a pool of vendors who meet the minimum qualifications for the service areas identified above. DHS may solicit qualified vendors from the resulting QVL for future contract needs in the specialized service areas. Placement on the QVL does not guarantee that any Contractor will receive a contract for services. Submission of qualifications and placement on the QVL only serves as notice of the vendor's desire to be considered for future contracts.
- The anticipated start date for the resulting QVL is July 1, 2025. The initial term of a resulting QVL will be for one (1) year. Upon mutual agreement by DHS and the Contractors, DHS shall have the option to extend the QVL on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. The total term of the QVL **shall not** exceed seven (7) years. The State **shall** have the right to terminate the QVL, or any parts thereof, prior to exercising any renewal option, if it is in the State's best interest.
- The QVL shall be comprised only of those vendors meeting the requirements of this RFQ and whose responses are received at the designated location (see Section 1.5 Response Opening Location) prior to the submission deadline stated on page one (1). This RFQ will be closed after the date specified on page one (1) of this solicitation. The RFQ will reopen for additional vendors to submit their qualifications to DHS for each extended year on the following schedule:

QVL Effective Date	Open Enrollment
July 1, 2025 – June 30, 2026	May 1, 2026 – May 31, 2026
July 1, 2026 – June 30, 2027	May 1, 2027 – May 31, 2027
July 1, 2027 – June 30, 2028	May 1, 2028 – May 31, 2028
July 1, 2028 – June 30, 2029	May 1, 2029 – May 31, 2029
July 1, 2029 – June 30, 2030	May 1, 2030 – May 31, 2030
July 1, 2030 – June 30, 2031	May 1, 2031 – May 31, 2031
July 1, 2031 – June 30, 2032	

- DHS shall be responsible for maintaining and administering the QVL and any resulting contracts. Each year prior to DHS renewing the QVL for an additional term or portion thereof, DHS will send a renewal notice to the listed vendors. The renewal notice will detail information and/or documents required from the vendor in order to continue inclusion on the QVL. Contractors who do not provide the information and/or documents as specified in the renewal notice shall not be included on the renewed QVL. At the discretion of DHS, Contractors who have been removed from the QVL may not be permitted to submit a new proposal for consideration.
- Throughout any validity period of the QVL, individual Contractors shall be responsible for notifying DHS of changes to their contact information, as well as sending DHS written notification requesting they no longer be listed under a specific area of expertise. DHS shall not be held responsible for a vendor not receiving

communications (i.e., renewal information, agency solicitations, etc.) due to vendor's failure to provide DHS with updated contact information.

1.3 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

Pursuant to 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.

1.4 ISSUING AGENCY

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

1.5 RESPONSE OPENING LOCATION

Responses submitted by the submission deadline will be opened via video conference. DHS will publish a link to the live opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the 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

- A. The words "**must**" and "**shall**" signify a Requirement of this RFQ and Contractor's agreement to and compliance with that item is mandatory. The response will be disqualified if Contractor takes exceptions to any Requirements named in this RFQ.
- B. Contractor 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. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies (see **Section 1.11 Agreement and Compliance Page**).
- C. 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

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Prospective Contractor" means a responsible vendor who submits a response to this RFQ. "Prospective Contractor," "Contractor," "bidder," "vendor," and "respondent" are used synonymously in this document. The terms "buyer" and "Issuing Officer" are used synonymously in this document.
- C. The terms "Request for Qualification," "RFQ," "RFQ Solicitation," "Bid Solicitation," and "Solicitation" are used synonymously in this document. "Responsive" means a response submitted that conforms to this RFQ in all material respects.
- D. "Submission Requirement" means a task Respondent **shall** complete when submitting a response. These requirements will be distinguished by using the term "shall" or "must" in the requirement. "Requirement" means a specification that a Contractor's commodity and/or service **must** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this RFQ. These specifications will be distinguished by using the terms "shall" or "must" in the requirement.
- E. "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 RFQ, that obligation is limited to the State Department using such a contract.

1.8 RESPONSE DOCUMENTS

- A. Original Response Packet
The following items are submission requirements and **must** be submitted in the Original *Response Packet*.
 1. A single-sided, hard copy of the original *Response Packet* **must** be received on or before the bid submission deadline. The *Response Packet* should be clearly marked "Original" and **must** include the following:

- a. Original signed *Response Signature Page*. Signature may be ink or digital (see **Section 1.10 Response Signature Page**)
- b. Original signed *Agreement and Compliance Page* (see **Section 1.11 Agreement and Compliance Page**)
- c. Original *Proposed Subcontractors Form* (see **Section 1.12 Subcontractors**)
- d. Other documents and/or information as may be expressly required in this RFQ

2. The following items should be submitted with the original *Response Packet*.

- a. Copy of Contractor's *Equal Opportunity Policy* (see **Section 1.18 Equal Opportunity Policy**)
- b. Attachment A - EO 98-04 Disclosure Form (see *Standard Terms and Conditions*)
- c. Signed addenda to this RFQ, if applicable. (see **Section 1.16 Requirement of Addendum**)
- d. *Attachment H - Combined Certifications for Contracting with the State of Arkansas* (see **Section 1.19 Combined Certifications**)

3. **DO NOT** include any other documents or ancillary information, such as a cover letter, promotional, or marketing information. Pricing is not requested for this solicitation and **must** not be submitted with the response.

B. Pricing

Respondents **shall not** include any pricing in the response. Should the response contain any pricing, it may be rejected.

C. Additional Copies and Redacted Copy of the Response Packet

In addition to the original *Response Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*

- a. One (1) electronic copy of the *Response Packet*, preferably on a flash drive and in PDF format. Do not send electronic copies via email or fax.
- b. One (1) electronic redacted copy of the original *Response Packet* (marked "REDACTED") preferably on a flash drive and in PDF format (see **Section 1.14 Proprietary Information**).
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
- d. If OP requests additional copies of the response, 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 their Response.

B. The original *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 RFQ. Label documents and/or information so as to reference the Solicitation's item number.

1.10 RESPONSE SIGNATURE PAGE

A. An official authorized to bind the Contractor(s) to a resultant contract **must** sign the *Signature Page* included in the *Response Packet*. Signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the response to be disqualified:

1. Additional terms or conditions submitted intentionally or inadvertently.
2. Any exception that conflicts with a Requirement of this RFQ.

1.11 AGREEMENT AND COMPLIANCE PAGE

Contractor **must** sign the *Agreement and Compliance Page* relevant to each section of the *Solicitation Document*. The *Agreement and Compliance Page* is included in the *Response Packet*. Contractor's signature on this page **shall** signify agreement to and compliance with all Requirements within the designated section.

1.12 SUBCONTRACTORS

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. Additional subcontractor information may be required or requested in this RFQ. **Do not** attach any additional information to the *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.13 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.

1.14 PROPRIETARY INFORMATION

- A. Documents submitted pertaining to this RFQ become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (see Ark. Code Ann. § 25-19-101, et seq.). In accordance with FOIA, all public records shall be open to inspection unless specifically exempted from disclosure. In the interest of promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA.
- B. Respondents may designate appropriate portions of their response as confidential, consistent with and to the extent permitted under the FOIA and any other applicable law, by submitting a redacted copy of the *Response Packet*. By redacting any information contained in the *Response Packet*, Respondent 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 are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). Evidence demonstrating that Respondent meets the minimum qualifications of this RFQ must be minimally redacted. For each redaction, Respondent must provide a detailed justification as to how disclosure of the redacted information would give an unfair advantage to competitors. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain prior to release. Under no circumstances will pricing information be designated as confidential.
- C. One (1) complete electronic copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Response Packet*. Do not submit documents via email 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. Respondent is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- D. The redacted copy will be open to public inspection under FOIA without further notice to Respondent. If a redacted copy is not provided with the *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, Respondents will be contacted prior to release of the documents. The State has no liability to Respondents with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 CAUTION TO CONTRACTORS

- A. All communication concerning this RFQ **must** be addressed through the OP buyer. Contractor **must not** alter any language in any solicitation document provided by the State and responses **must** be submitted in the English language. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this RFQ. Contractors **must** provide clarification of any information in the response documents as requested by OP.
- B. All official documents and correspondence related to this RFQ **shall** be included as part of any resultant contracts. The State **shall** have the right to award or not award contracts to vendors listed on the resulting QVL if it is in the State's best interest.

- C. Contractors may submit multiple responses. Each response shall be submitted separately and must include all documents and information required under this RFQ in order to advance to evaluation.

1.16 REQUIREMENT OF ADDENDUM

- A. This RFQ **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 RFQ prior to submission of response.
- B. An addendum posted within three (3) calendar days prior to the opening **shall** extend the opening and may or may not include changes to the RFQ. Vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

1.17 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*.

1.18 EQUAL OPPORTUNITY POLICY

- A. 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 with the response.
- B. 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.

1.19 COMBINED CERTIFICATIONS

Contractors **must** submit the signed *Attachment H: Combined Certifications for Contracting with the State of Arkansas* to certify that Contractor is not a Scrutinized Company and does 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)

1.20 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." Responses submitted by Contractors determined to be non-responsible **shall** be disqualified.

1.21 MASTERCARD ACCEPTANCE

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

1.22 PUBLICITY

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

1.23 RESERVATION

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

1.24 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 RFQ, either directly by the Contractor or by its subcontractors.

1.25 SCHEDULE OF EVENTS***SOLICITATION SCHEDULE***

ACTIVITY	DATE
Public Notice of RFQ	April 18, 2025
Response Due Date and Time	May 21, 2025, 1:00 pm CT
Response Opening Date and Time	May 21, 2025, 2:00 pm CT
Intent to Finalize QVLPosted, On or About	July 1, 2025

1.26 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 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 Qualification (RFQ) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Children and Family Services (DCFS) to establish a Qualified Vendor List (QVL) comprised of specialized service providers for DHS youth clients up to twenty-one (21) years old. The resultant QVL shall be non-mandatory and may be used by DHS as a means for eliminating the preliminary step of agreement to standard terms and conditions in future bid solicitations which utilize this vendor pool for the following service areas:

- Developmentally Disabled Services (DDS) Foster Care
- Therapeutic Foster Care (TFC)
- Private and Specialized Licensed Placement Agencies (PLPA/SPLPA)
- Qualified Residential Treatment Program (QRTP)
- In-Patient Care Specialized Services

2.2 MINIMUM QUALIFICATIONS

Respondents **must** meet the following requirements:

- A. Respondent **must** be registered to do business in the State of Arkansas and in good standing by the start of any contract that may result from inclusion on the established QVL. For verification purposes, Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request.

- B. Respondent **must** include a copy of all required licensure and certification documents in the response to this RFQ (see **Section 1.8 Response Documents**).

- C. Developmental Disability Services (DDS) Foster Homes

Contractor **must** be enrolled and in good standing as an Arkansas Medicaid provider with an active Community Support System Provider (CSSP) or Community Employment (CES) Waiver Agency. Contractor **must** provide a copy of certification with response submission.

- D. Therapeutic Foster Care (TPC)

1. Contractor **must** meet the foster care requirements **and** be licensed as a Therapeutic Foster Care Placement Child Welfare Agency as outlined in the: [Minimum Licensing Standards for Child Welfare Agencies: Placement Child Welfare Agency](#). Contractor **must** submit with its response a copy of its Therapeutic Foster Care Placement Child Welfare Agency license obtained from the DHS Division of Provider Services & Quality Assurance (DPSQA), Placement and Residential Licensing Unit (PRLU).
2. Contractor **must** be able to provide trauma-informed mental health services for clients placed in the program **and** provide twenty-four (24)-hour, seven (7) days a week mobile crisis intervention in the home and community setting. For verification purposes, Contractor must complete items #1 and #2 on Attachment B: Client History Form.

- E. Private and Specialized Licensed Placement Agencies (PLPA/SPLPA)

Contractors **must** be licensed as a PLPA by the Child Welfare Agency Review Board (CWARB) as required by the Minimum Licensing Standards for Child Welfare Agencies. The Contractor **must** submit a copy of the current license issued from the DHS DPSQA-PRLU with its response submission.

- F. Qualified Residential Treatment Program (QRTP)

1. Contractor **must** meet the definition of a Child Care Institution, as stated in 42 USC 672(c)(2). For verification purposes, Contractor **must** submit a copy of its Residential Child Welfare Agency license issued from the DHS DPSQA-PRLU with its response submission.

2. Contractor **must** be licensed as a QRTP as required by the [MLS-for-CWA-Residential-07012024.pdf](#).
3. Contractor **must** be accredited by one (1) of the following or other independent, not-for-profit organizations approved by the U.S. Department of Health and Human Services (DHHS) and **must** submit a copy of the Certificate of Accreditation with its response: The Commission on Accreditation of Rehabilitation Facilities (CARF); The Joint Commission on Accreditation of Healthcare Organizations (JCAHO); or The Council on Accreditation (COA).
4. Contractor **must** have a trauma-informed treatment model. Contractor **must** provide a detailed program description outlining the evidence-based trauma-informed treatment model on item #3 of Attachment B: Client History Form. Contractor **must** have registered or licensed nursing staff and other licensed clinical staff on-site and available twenty-four (24) hours a day, seven (7) days a week to provide care according to the trauma-informed treatment model. For verification purposes, Contractor **must** submit copies of each provider's license with the *Response Packet*.

G. In-Patient Care Specialized Services

1. Contractor **must** be licensed by the DHS Office of Long-Term Care (OLTC). For verification purposes, Contractor **must** submit a copy of its license with the *Response Packet*.
2. Contractor **must** have a minimum of seven (7) years professional experience providing in-patient care specialized services including, without limitation, the following: twenty-four (24) hour nursing care, pharmacy services, physical therapy, occupational therapy, speech pathology, psychological services, special education services, and community integration activities to individuals up to twenty-one (21) years of age. Contractor **must** provide documentation of this qualification in item #4 of Attachment B: Client History Form.
3. Contractor **must** be approved to accept Arkansas Medicaid. Contractor **must** provide its Arkansas Medicaid number in the *Response Packet*.

2.3 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 the 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 term of the contract. 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 – CRITERIA FOR SELECTION

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

3.1 QUALIFICATION PROCESS

- A. OP will review each *Response Packet* to verify submission Requirements have been met. Responses that do not meet submission requirements will be rejected and will not be evaluated.
- B. Prospective Contractors whose responses meet all requirements and the response submission requirements of this RFQ will be included on the QVL. Placement on the QVL does not guarantee that the Contractor will be contracted to perform any services but only serves notice as a desire to be considered.
- C. DHS reserves the right to reject a response if it does not meet requirements, fails to provide response submission requirements, or if in the best interest of the State to do so.

3.2 ISSUANCE OF A CONTRACT

- A. DHS will issue a formal bid solicitation to multiple pre-qualified vendors listed on the QVL within the respective category of expertise. The formal bid solicitation will include a Scope of Work (SOW), performance standards, and additional information specific to each project.
- B. Award from each formal bid solicitation will be made to the responsible, responsive bidder who can perform the services in the scope of work within the timeframe requested.
- C. Any contracts resulting from future formal bid solicitations shall be subject to State approval processes which may include Legislative review. DHS will be responsible for the award and administration of any resulting contract. DHS reserves the right to award multiple contracts.

3.3 QUALIFIED VENDOR LIST ADMINISTRATION

- A. DHS will administer the resulting QVL. Each year prior to the expiration date of the QVL, DHS will send a renewal notification to each Contractor listed on the QVL. The renewal notification will contain information and specify what documentation Contractor must provide to remain on the QVL for the renewal period. Should the Contractor fail to provide the required information and/or documentation on or before the deadline stated in the renewal notice, the Contractor will not be included on the renewed QVL.
- B. Throughout the term(s) of the resulting QVL, the Contractor shall provide DHS with immediate written notification regarding changes in contact information including but not limited to names, email addresses, and phone numbers.

3.4 ACCEPTANCE OF QUALIFICATION PROCESS

The submission of a *Response Packet* signifies the Prospective Contractor's understanding and agreement that some subjective value judgements will be made during the qualification process.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

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

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to the appropriate division as specified in the resulting project contract and **must** be submitted by the tenth (10th) day of each month. Contractor 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.
- B. 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 the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. Other sections of the formal *Bid Solicitation* issued for each project may contain additional Requirements for invoicing. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* 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 laws of the State of Arkansas **shall** govern this contract. A contract **shall not** be effective prior to award being made by a State Procurement Official. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas. Any litigation involving the State **must** take place in Pulaski County, Arkansas. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. 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.
- D. 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 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. 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 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

- A. Contractor **shall** be required to obtain performance bonds to protect the State's interest 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 State's protection. The State **shall** require additional performance bond protection when a contract price is increased or modified. The performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) days of contract execution.
 - 2. Contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond 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.
- B. 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. 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 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 PRICE ESCALATION

- A. 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.

- B. 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 *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. Previous sections of this *Bid Solicitation* 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 any future formal bid solicitations for cause if Contractor fails to perform its obligations by giving Contractor written notice specifying the terms of cancellation at least thirty (30) days prior to the proposed cancellation date. In any written notice of cancellation for cause, the State will advise Contractor of the reasons for cancellation and may provide Contractor an opportunity to cure the identified deficiencies prior to the proposed cancellation date. The parties may agree to reasonable contract modifications to avoid cancellation for cause to the extent permitted by law.
- B. For Convenience. The State may cancel any contract resulting from any future formal bid solicitations by giving Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation 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 the OP on or before the submission deadline. The Proposal 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 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 *Bid Solicitation*.
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 *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 Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors 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*. 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 completion of all 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 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 ("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 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.