



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

**REQUEST FOR PROPOSAL**  
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	710-22-0009	Solicitation Issued:	September 7, 2022
Description:	Day Treatment Transportation		
Division:	Department of Human Services (DHS), Division of Developmental Disabilities Services		
SUBMISSION DEADLINE			
Proposal Submission Date and Time	October 20, 2022 12:00 p.m., Central Time	Proposal Opening Date and Time:	October 20, 2022 1:00 p.m., Central Time
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).			
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		
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		
	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>		
Proposal's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of proposal submission is not properly marked, 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:	Nawania Williams	Direct Phone Number:	501-320-6511
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	DHS'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 Developmental Disabilities Services (DDS) for the purpose of entering into one or more contracts with transportation brokers for the provision of Day Treatment Transportation (DTT) services to Medicaid beneficiaries to and from Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) facilities. The DHS Office of Procurement is the sole point of contact throughout this solicitation process.

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

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

### 1.3 TYPE OF CONTRACT

- A. As a result of this RFP, OP intends to award to a single vendor per region (Refer to Attachment H - Map of Regions).
- B. The term of this contract shall be for one (1) year. The anticipated start date for the contract is March 1, 2023. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.
- C. The total contract term shall not be more than seven (7) years.

### 1.4 ISSUING AGENCY

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

### 1.5 BID OPENING LOCATION

Proposals received by the opening time and date **shall** be opened at the following location:

Department of Human Services  
Office of Procurement  
618 Main Street  
Little Rock, AR 72201

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

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

**NOTE:** When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

### 1.6 ACCEPTANCE OF REQUIREMENTS

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that the Contractor's agreement to and compliance with that item is mandatory.
- B. A Contractor's proposal will be disqualified if a Contractor takes exceptions to any Requirements named in this RFP.

- C. 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 Agreement and Compliance Page.)

## 1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and shall attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.
- D. "Prospective Contractor" means a responsible offeror who submits a response to this solicitation. The terms "Prospective Contractor," "Offeror," "Vendor," may be used synonymously.
- E. "Provider" means any person, public, or private institution, agency, or business concern approved by DHS/DDDS, lawfully providing medical care services, goods, and supplies.
- F. The terms "Request for Proposals", "RFP," and "Solicitation" are used synonymously in this document.
- G. "Responsive Submission" means a submission in response to this solicitation that conforms in all material respects to this RFP.
- H. "Requirement" means something required.
- I. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- J. "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 solicitation, that obligation is limited to the Department using such a contract.
- K. Unless otherwise defined herein, all terms defined in Arkansas Procurement herein have the same meaning herein.

L. Definitions:

Term	Definition
ADA	Americans with Disabilities Act
Beneficiary	Any Medicaid recipient receiving Adult Developmental Day Treatment (ADDT) or Early Intervention Day Treatment (EIDT) services
Beneficiary Representative	An individual authorized by the beneficiary to represent the approved beneficiary
Broker	An individual or business entity submitting a response to this RFP. The awarded broker may be the provider, or the awarded broker may subcontract to a provider. For purposes of this solicitation, the term "broker" may also be referred to as "Contractor."
Call Center	A telephone facility with a toll-free dedicated "800" phone lines and corresponding numbers, which is staffed for the purpose of meeting customer service needs. Operation of the call center includes but is not limited to: scheduling requests for DTT services and answering general questions of callers.
Confidential Information	Non-public, confidential, or proprietary information, whether written, graphic, oral, electronic, visual, or fixed in any tangible medium or expression. Any

	Protected Health Information (PHI) as defined in HIPAA, including but not limited to information relating to Beneficiaries or relating to individuals who may be potentially enrolled in the Arkansas self-directed programs, <b>shall</b> also be treated as “Confidential Information” to the extent that confidential status is afforded such information under State and federal laws or regulations.
Day Treatment Transportation (DTT)	Transportation services provided to Medicaid recipients to and from Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) facilities.
DMS	Division of Medical Services
DPSQA	Division of Provider Services and Quality Assurance
Eligible Beneficiary	An individual eligible to receive Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment (ADDT) services under the Arkansas Medicaid Program.
HIPAA	Health Insurance Portability and Accountability Act of 1996, 45 CFR Parts 160 and 164.
Maltreatment Mandated Reporter	A mandatory reporting of suspicion that an endangered person or an impaired person has been subjected to conditions or circumstances that constitute as child maltreatment, adult maltreatment, or long-term care facility resident maltreatment pursuant to all mandated reporting statutes.
Offeror, Vendor, Contractor, Broker	These terms are synonymous as reference to the service provider.
PHI	Protected Health Information
Project Manager	An individual responsible for contract oversight and management
Provider	Any person, public or private institution, agency or business concern approved by DHS/DMS, lawfully providing medical care, services, goods, and supplies holding, where applicable, a current valid license to provide such services or to dispense such goods, services, or supplies.
Service Area	The geographic area or region comprised of a portion of the seventy-five (75) counties in Arkansas that a Broker would be required to provide DTT services to residing beneficiaries.

## 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 hard copy of the original *Response Packet* **must** be received on or before the bid submittal date and time. Copy should not be two sided.
2. 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 *Response Signature Page*.)
  - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
  - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
  - d. Response to the *Information for Evaluation* section included in the *Response Packet*. Response **must** be in the English Language.
  - e. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
3. The following items should be submitted in the original *Response Packet*.
  - a. Copy of Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - b. EO 98-04 Disclosure Form, Attachment A. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
  - c. Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)

- d. *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 or promotional/marketing information. Electronic copies **must** be submitted in an ADA-compliant format.
  5. Pricing is not requested for this solicitation and must not be submitted with the response.
- B. *Official Bid Price Sheet*. (See *Pricing*.)
1. Contractor **must** submit an *Official Bid Price Sheet* for each region on which the Contractor intends to bid.
  2. Contractor's original *Official Bid Price Sheet(s)* **must** be submitted in hard copy format.
  3. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, in PDF format, preferably on a flash drive. A CD will also be acceptable. All items on flash drive or CD should be in PDF format. Electronic copies **must** be submitted in an ADA-compliant format.
  4. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". Vendor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
- C. *Additional Copies and Redacted Copy of the Response Packet*  
In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:
1. Additional Copies of the *Technical Proposal Packet*
    - a. **Three (3)** complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
    - b. **Four (4)** electronic copy of the *Technical Proposal Packet*, preferably on flash drives. A CD will also be acceptable. All items on flash drive or CD should be in PDF format.
    - 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. One (1) redacted copy, in PDF format, if applicable, (marked "REDACTED") of the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)
    - e. If OP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
  2. Additional Copies of the *Official Bid Price Sheet*
    - a. Prospective Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. Electronic copies **must** be submitted in an ADA-compliant format.
    - b. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing." Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*.
  3. One (1) redacted (marked "REDACTED") copy the original *Technical Proposal Packet*, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See *Proprietary Information*.)

## 1.10 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that Contractors adhere to the following format and suggestions when preparing their *Technical Proposal* response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order:
  - *Proposal Signature Page*.
  - *All Agreement and Compliance Pages*.

- 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 *Bid Solicitation*. Label documents and/or information so as to reference the Bid Solicitation's item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

#### 1.11 CLARIFICATION OF SOLICITATION

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted via email by 4:00 p.m., Central Time on or before **September 14, 2022**. Submit questions to the OP buyer as shown on page one (1) of this *Bid Solicitation*. 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 submission.
- B. The attached response template (*Attachment B*) should be used for submission of all written questions. For each question submitted, Vendor should reference the specific solicitation item number to which the 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 **September 23, 2022**.
- 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**.

#### 1.12 PROPOSAL SIGNATURE PAGE

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

#### 1.13 AGREEMENT AND COMPLIANCE PAGES

- A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Contractor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

#### 1.14 SUBCONTRACTORS

- A. Contractor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal 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 *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal 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.

#### 1.15 PRICING

Contractor(s) **shall** include all pricing on the Official Price Bid Sheet only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the Contractor. The *Official Bid Price Sheet* is provided as a separate PDF file posted with this *Bid Solicitation*.

- A. To allow time to evaluate proposals, prices **must** be valid for 180 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing". DO NOT submit any ancillary information not related to actual pricing in the sealed pricing package. The *Official Bid Price Sheet(s)* must be provided as a separate file posted with this *Bid Solicitation*.
- D. Contractor **must not** include any pricing in the hard copies or electronic copies of their *Technical Proposal Packet*. Should hard copies or electronic copies of their *Response Packet* contain any pricing, the response **shall** be disqualified.
- E. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- F. All proposal pricing **must** be in United States dollars and cents.
- G. The Official Bid Price Sheet may be reproduced as needed.

#### 1.16 PRIME CONTRACTOR RESPONSIBILITY

- A. A single contractor **must** be identified as the prime contractor and shall be the sole point of contact.
- B. 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.

#### 1.17 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the 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.

#### 1.18 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. 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.
- C. 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.
- D. By so redacting any information contained in the response, the 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.
- E. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- F. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Contractor.

- G. 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 the Arkansas Freedom of Information Act (FOIA).
- H. If the State deems redacted information to be subject to FOIA, the Contractor will be notified of the State's determination prior to release of the documents.
- I. The State has no liability to a 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.

#### 1.19 CAUTION TO CONTRACTORS

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

#### 1.20 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. Contractors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the Bid Solicitation prior to submission of response.
- C. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- D. The vendor **shall** be responsible for checking the websites listed on page one (1) for any and all addenda up to bid opening.

#### 1.21 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 Arkansas Code Annotated § 19-11-230, with those responsible Contractors determined, based on the ranking of the proposals, to be reasonably susceptible of being selected for award. Award will be made to the highest-ranking Contractor for each region.
- B. Discussions and Negotiations
  - 1. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State 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 Contractors has been determined, the anticipated award will be posted on the websites listed on page one (1) of this RFP.
2. 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.
3. DHS **shall** have the right to waive the fourteen (14) day anticipated award posting period when it is in the best interest of the State.
4. It is the Contractor's responsibility to check the OP website for the posting of an anticipated award.

D. Issuance of Contract

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

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

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

- |  |  |
|--|--|
| <input type="checkbox"/> African American  | <input type="checkbox"/> Pacific Islander American                   |
| <input type="checkbox"/> American Indian   | <input type="checkbox"/> A Service-Disabled Veteran as designated by |
| <input type="checkbox"/> Asian American    | the United States Department of Veteran Affairs                      |
| <input type="checkbox"/> Hispanic American |  |

- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Response Signature Page*.

**1.23 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 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.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. 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.
- D. Vendors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.24 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected Contractor(s) **must** have a current certification on file with OP stating that they do not employ or contract with illegal immigrants. If selected, the Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

- B. OP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

#### 1.25 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Proposal Signature Page of the response packet, a Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

#### 1.26 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.

#### 1.27 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE 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, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
  - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
  - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
  - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
  - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
  - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
  - 6. Integrating into networks used to share communications among employees, program participants, and the public; 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 Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- 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.

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

The 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.

#### 1.29 MASTERCARD ACCEPTANCE

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

#### 1.30 PUBLICITY

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

#### 1.31 RESERVATION

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

#### 1.32 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 the Contractor or by its subcontractors.

#### 1.33 SCHEDULE OF EVENTS

##### **SOLICITATION SCHEDULE**

ACTIVITY	DATE
Public Notice of RFP	September 7, 2022
Deadline for Receipt of Written Questions	September 14, 2022
Response to written Questions, On or About	September 23, 2022
Proposal Due Date and Time	October 20, 2022 12:00pm CST
Proposal Opening Date and Time	October 20, 2022 1:00pm CST

Intent to Award Announcement Posted, On or About	December 23, 2022
Contract Start Date (Subject to State Approval)	March 1, 2023

**1.34 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 Proposals (RFP) is issued by the Arkansas Department of Human Services (DHS) Office of Procurement (OP) on behalf of the Division of Developmental Disabilities Services (DDS) for the purpose of entering into one or more contracts for the provision of day treatment transportation (DTT) services to and from Early Intervention Day Treatment (EIDT) and Adult Developmental Day Treatment facilities (ADDT). The DHS Office of Procurement is the sole point of contact throughout this solicitation process.

Responsibilities **shall** include the following, without limitation:

1. Providing safe and appropriate transportation;
2. Adhering to program guidelines;
3. Operating an efficient trip scheduling process;
4. Submitting accurate and timely reports;

### 2.2 MINIMUM QUALIFICATIONS

Broker **must** meet the following requirements:

- A. Broker **must** be registered to do business in the State of Arkansas. Broker **must** submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- B. Broker **must** have a minimum three (3) years' experience in providing or brokering non-emergency medical transportation services. Broker's signature on page four (4) of the Technical Response Packet **shall** certify compliance with this minimum qualification.
- C. Broker **must** agree and acknowledge that if they cancel, default, or otherwise abandon the contract prior to expiration Broker will not be eligible to provide Medicaid transportation services in that region for twenty-four (24) months. Broker's signature on page four (4) of the Technical Response Packet **shall** certify Broker's compliance with this minimum qualification.
- D. Broker **must** be bondable. For verification purposes the Prospective Contractor shall submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter **must** unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of the RFP and the resultant contract. The Prospective Contractor **shall** be required to provide DHS with the Performance Bond described in this section upon contract start.
- E. Prior to initial contract and each subsequent renewal, Broker **must** provide the following:
  - Consent for Release of Information (Form DMS-619) [View or print Consent for Release of Information Form DMS-619.](#)
  - Medicaid Provider agreement

### 2.3 SCOPE OF WORK

#### 2.3.1 COMPLIANCE

- A. DTT services **must** be provided in accordance with federal and state laws and regulations, including without limitation: Health Insurance Portability Accountability Act (HIPAA), Arkansas Personal Information Protection Act, Health Information Technology for Economic and Clinical Health Act (HITECH), Americans with Disabilities Act (ADA), and Privacy Act.
- B. If any federal or state statute or regulation is enacted which requires a change in this RFP or any attachment, both parties will deem this contract and any attachment automatically amended to comply with the newly enacted statute or regulation as of its effective date.
- C. In the event of a conflict between these standards and other applicable state, local, or federal laws, rules, or standards, the stricter requirement shall apply.
- D. Broker **must** follow all requirements of the Arkansas Transportation Department for Arkansas Intrastate Renewal.

- E. Vehicles used to provide DTT services **must** follow all requirements of the Arkansas Highway Commission rules for passenger carriers. Any vehicle found non-compliant with this solicitation's safety standards, Arkansas Department of Transportation regulations, or any other state or federal law or regulation will be removed from service immediately.
- F. Broker **shall** ensure compliance with the Arkansas Child Passenger Protection Law ACA §27-34-104 pertaining to the transportation of children in age-appropriate child safety seats.
- G. Vehicles used to provide DTT services **must** comply with applicable federal laws including the lift equipped vehicle requirements of the Americans with Disabilities Act regulations.
- H. Broker shall comply with DHS Audit Guidelines. Upon request by DHS, broker must provide audited financial statements detailing services provided according to requirements set forth in this solicitation.

## 2.3.2 ORGANIZATIONAL STRUCTURE

### A. Central Business Office

1. Broker **must** establish a non-residential business office within the State of Arkansas. The business office **must** be operational on the contract start date.
2. Broker may establish more than one (1) business office within the State, but one (1) business office **must** be designated as the central business office. Other offices in addition to a central business office are not required.
3. The central business office **must** maintain normal business hours of at least 8:00 a.m. until 5:00 p.m. Central Time, Monday through Friday, except on State holidays. Calls received after hours **must** have the option to leave a voice message and all after hours messages received **must** be returned the next business day.
4. The central business office **shall** be the primary contact for DHS and **must** be available during normal business hours.
5. Broker **must** always maintain the ability to send and receive emails at the central business office during business hours.
6. Broker **must** provide an administrative telephone number that will enable DHS Staff and the DTT Monitoring Contractor to reach the Project Director directly without going through the central business office, call center or other scheduling staff.
7. Broker **must** provide all documents electronically.
8. Broker **must** backup all electronic records and **shall** reconstruct records in the event of a failure in the electronic records system.
9. Records pertaining to the contract **must** be readily retrievable within five (5) business days for review at the request of DHS and its authorized representatives.

### B. Call Center

1. Broker **shall** maintain a call center with a toll-free telephone number that is publicly disseminated and advertised as the public's helpline for scheduling DTT services and assistance. The toll-free number **must** be provided to all eligible beneficiaries, guardians, and ADDT and EIDT providers.
2. Call center **must** be equipped with the appropriate technology, translation, and interpreter services to accept calls from all callers. Broker **shall** be responsible for ensuring that people with limited English proficiency, who are hearing impaired, or who have other special needs have access to the communication devices and services necessary to utilize the call center. Additional call center accommodations **must** be provided to clients in accordance with State and Federal laws.
3. Calls **must** be answered by live operators. Operators **must** always be available while DTT services are in progress (i.e., from time of first pick-up until time of last drop-off for the day). DHS may request to modify hours of operation.
4. Broker **shall** ensure that its call center staff treats each caller with dignity and respects the caller's right to privacy and confidentiality. Broker **shall** process all incoming telephone inquiries regarding DTT services in a timely, responsive, and courteous manner.

5. Broker must develop a quality assurance and monitoring plan that includes training. The draft submitted in response to this solicitation will be reviewed by DHS. DHS reserves the right to request changes. The final draft must be submitted to DHS within fourteen (14) calendar days of contract start date.

a. Calls

- i. Ninety-five percent (95%) of all calls **must** be answered within three (3) rings or fifteen (15) seconds.
- ii. The number of busy signals must not exceed five percent (5%) of the total incoming calls.
- iii. The wait time in the queue must not be longer than three (3) minutes for ninety-five percent (95%) of all incoming calls.
- iv. All calls requiring a call back must be returned within one (1) business day.
- v. The abandoned call rate must not exceed twenty percent (20%) for any month.
- vi. All calls received during business hours **must** be answered or returned before close of business the same day.
- vii. For calls received during non-business hours, return calls to clients and providers must be made on the following business day.
- viii. Call center operators assigned to the telephone **must** be adequately trained (as described in the training plan) and maintain a courteous and polite attitude in all dealings with the public.
- ix. Call center operators **must** identify Broker and themselves by name when initially answering a call.
- x. Broker **must** have a system in which phone calls are recorded and maintained for one (1) year from the date of the call. Call center operators **must** state that calls are monitored and recorded for quality assurance purposes when the calls are initially answered.
- xi. Broker **shall** establish and maintain a log of complaints and issues.
- xii. Broker **must** provide an electronic system that allows call center operators to document calls in sufficient detail for reference, tracking, and analysis.
- xiii. In the event of a power failure or outage, Broker **must** have a battery back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection.

b. Call Monitoring

- i. The call center **must** have the technological capability to allow for DHS monitoring and auditing of calls, for quality, accuracy, and professionalism.
- ii. Call recording **must** be made available to DHS or its DTT Monitoring Contractor within five (5) business days of the request.

c. Complaints

- i. The call center **shall** maintain a log of the number of complaints received through the call center and a description of the complaint.
- ii. Complaints received through the call center **must** be referred to the DTT Monitoring Contractor the next business day for tracking and investigation.

d. Requests

The call center **must** refer public requests for DTT services contract information to DHS.

e. Call Center Metrics Report

- i. Broker **must** provide a weekly call center metrics report to the DTT Monitoring Contractor by Monday of the following week.
- ii. Each call center metric report **must** include without limitation the following information:
  - Number of incoming calls
  - Number of calls answered
  - Average time to answer calls
  - Number of abandoned calls
  - Percentage of calls abandoned
  - Average talk time
  - Number of complaints received
- iii. DHS reserves the right to request call center metrics report more frequently.
- iv. DHS reserves the right to add, delete, or modify call center metrics report requirements.

- f. Additional call center accommodations may be required in accordance with federal and state laws, rules, and regulations.
- g. If Broker provides transportation services other than DTT services, Broker **shall** ensure that such other services are operated and maintained separately.
- h. Broker **must** demonstrate to DHS that the call center is operational, and all call center requirements have been met at least thirty (30) calendar days prior to the contract start date.
- i. Technology
  - i. Broker **must** maintain sufficient technology (such as computer hardware and software) to support an automated call center intake.
  - ii. Broker **must** have adequate technology and computer systems to meet all call center reporting requirements prescribed under this RFP, including electronic submission.

C. Staffing

1. Management

Each broker **must** provide a full-time Project Director that is responsible for the management of day-to-day operations and to serve as the primary contact for DHS.

2. Personnel Roster

- a. Broker **must** upload an employee roster prior to DTT services being rendered and update all changes to the roster in the DTT Monitoring Contractor portal within five (5) business days of any change(s).
- b. The roster **must** include the following information for each person listed:
  - Name (Including maiden or previously used names)
  - Title
  - Date of birth
  - Social Security number
  - Date of hire
  - Date of discharge
- c. Employees of Broker and any subcontractors are prohibited from employment in any way connected to DTT transportation if they have been convicted of Medicaid or Medicare fraud or are excluded from participation in any Arkansas DHS program.

3. Subcontractors

Broker **may** establish a network of subcontractors to provide the DTT services required pursuant to the contract. Broker **must** have a written subcontractor service agreement with each subcontractor that at a minimum requires the subcontractor to adhere to all requirements of this RFP and the DTT contract.

4. Subcontractor Service Agreement

- a. Subcontractor service agreements **must** be in writing and ensure that subcontractor's performance of DTT services on behalf of Broker are subject to the same operational, performance, and reporting requirements as Broker pursuant to this RFP and DTT contract. It is the responsibility of Broker to ensure any subcontractor providing DTT services is operating in compliance with all requirements of the DTT contract.
- b. Copies of all subcontractor service agreements **must** be electronically uploaded in the DTT Monitoring Contractor portal prior to performing DTT services, and any updates to subcontractor service agreements **must** be submitted within five (5) business days from the update(s). DHS **must** be provided with copies of all subcontractor service agreements upon request.
- c. Broker is prohibited from using subcontractors who have been:
  - Convicted of Medicaid or Medicare fraud
  - Terminated from the Medicaid or Medicare program
  - Excluded from participation in any Arkansas DHS program
- d. DHS reserves the right to direct Broker to terminate any subcontractor service agreement when DHS in its reasonable discretion determines termination to be in the best interest of the State.

5. Subcontractor Records



- a. Broker **must** establish and maintain all required subcontractor records and related information in a secure and confidential electronic manner as required by federal and state laws and regulations.
- b. Any changes in subcontractors or subcontractor services agreements **must** be uploaded to the DHS Contracting Monitor portal and updated in Broker's own records within five (5) business days.
- c. Upon DHS request, Broker **must** submit documentation which demonstrates each subcontractor's adherence to the following:
  - Employee and personnel files including but not limited to background checks
  - Requisite health and safety standards for vehicle maintenance
  - Vehicular inspections
  - Vehicle Registration
  - Insurance and certification requirements as applicable

### 2.3.3 GENERAL ADMINISTRATION

- A. Broker **shall** administer, operate, coordinate, and if applicable, provide DTT services for each region awarded.
- B. Broker **shall** be responsible for the management of overall day-to-day operations necessary to provide DTT services as well as record maintenance and reporting.
- C. Broker **must** provide informational material concerning DTT services and scheduling procedures to beneficiaries, guardians, ADDT providers, EIDT providers, and any other interested individual upon request. This material **must** be easily understood and written on an approximately sixth grade reading level. All material **must** be available in English and such other language as DHS may require at any time with notice to Broker and **must** be available in alternative formats as required.
- D. Broker **shall** meet with DHS as needed throughout the term of the contract to discuss and resolve administrative and operational issues. Meetings may be conducted in person, by teleconference, or by videoconference at the discretion of DHS.

### 2.3.4 OPERATIONAL REQUIREMENTS

- A. Broker **shall** oversee the day-to-day operations in their region including but not limited to:
  - Implementing annual and on-going safety training for all drivers and attendants (Training from outside DHS-authorized sources is acceptable.)
  - Conducting random in-vehicle observations of DTT service delivery
  - Monitoring vehicles to ensure adequate staffing levels are being maintained
  - Tracking vehicle repairs and preventative maintenance.
- B. Broker **must** have procedures in place to screen driving records of prospective drivers prior to hiring.
- C. Broker **must** have procedures in place to monitor and discover any traffic violations incurred by drivers after hiring.
- D. Broker **must** conduct regular announced and unannounced safety audits.
- E. Broker **shall** investigate all incidents and accidents and **shall** be responsible for reporting incidents and accidents to DHS/DDS and the DTT Monitoring Contractor within one (1) business day in the format specified by DHS/DDS.
- F. Broker **must** provide telecommunication equipment and services to accommodate the needs of the hearing and speech impaired.
- G. Broker **must** provide translation and interpreter services for individuals who do not speak English or only speak limited English.
- H. Broker **must** comply with DHS/Office of Information Technology (OIT) Standard information technology requirements, as specified in Attachment I – ARDHS – OIT-Standard IT Requirements.
- I. Broker **must** utilize an email system approved by DHS to ensure all information is transmitted securely in accordance with all federal and state privacy and confidentiality laws and regulations. Prior to providing services, Broker **must** complete an Interconnection Security Agreement to be provided by DHS.

J. All Broker data stored electronically **must** be backed up daily and stored at a secure off-site location.

## 2.3.5 SCHEDULING REQUIREMENTS

### A. Gatekeeping Process

The Broker **must** obtain from the beneficiary or the beneficiary's authorized representative sufficient information to make a decision regarding the beneficiary's need for DTT services. During the gatekeeping process, the Broker **must** determine:

- Is there an operation vehicle in the household available to the beneficiary?
- Is there public transit available to the beneficiary?
- Are there other means of transportation available to the beneficiary?

NOTE: If the answers to all the questions above are "no", the Broker **must** provide transportation. If the answers to any of the questions are "yes", the Broker **must** deny transportation.

1. To determine if there is an operational vehicle available to the beneficiary, the Broker **must** ask:

- Is there a vehicle in your home?
- Is the vehicle drivable?
- Are you physically able to drive the vehicle?
- Is there someone available to drive your vehicle for you?
- Is the vehicle available at the time of the appointment?
- Do you have funds available to operate the vehicle?

2. To determine if there is public transit available to the beneficiary, the Broker must ask:

- Is public transit available?
- Do you have the funds to pay to use public transit?

3. To determine if there are other means of transportation available to the beneficiary, the Broker must ask:

- Are there other means of transportation available to you such as?
  - ☐ Your relatives
  - ☐ Neighbors
  - ☐ Friends
  - ☐ Community organizations
  - ☐ And/or including medical providers

4. The Broker **must** record the questions and the responses. The Broker **must** maintain the telephone recording for one (1) year. The recording must be made available to DHS/DDS or the DTT Monitoring Contractor within five (5) business days of the request.

5. Beneficiaries who refuse to answer questions related to the need for transportation will not be provided the requested transportation.

6. Broker **shall** provide DTT services to eligible beneficiaries. Broker **shall** consider each beneficiary's permanent and temporary special needs and any special instructions to ensure that appropriate and safe transportation is provided.

### B. Authorized Representatives

1. If the beneficiary relies on the assistance of a representative to schedule DTT services, the beneficiary may provide the names, relationship, and contact number for up to two (2) authorized representatives to Broker when scheduling DTT services. Broker **shall** only take transportation requests from or discuss the beneficiary's DTT services with the beneficiary, legal guardian, or authorized representative as listed on file with Broker.

2. As part of the initial scheduling process, Broker **must** ask the following questions:

- a. Would you like to provide at least two (2) authorized representatives that will be allowed to schedule DTT services on your behalf?
- b. If so, please provide:

- first name
- last name
- relationship
- contact number

#### C. Scheduling

1. Broker **must** educate beneficiaries on how to request and schedule DTT services through the Broker's call center. Broker **must** instruct beneficiaries that DTT service requests should be made at least three (3) business days before the service is needed.
2. Broker **must** establish a scheduled a pick-up date and time at the time the request for DTT services is made.
3. Broker **must** ensure that the average wait time for pick-up does not exceed fifteen (15) minutes. Broker is not required to wait for the beneficiary more than fifteen (15) minutes after the scheduled pick-up time. Scheduled pick-up times may only be changed by the beneficiary, legal guardian, or authorized representative.

#### 2.3.6 SERVICE DELIVERY

##### A. Broker **shall** ensure that DTT services comply with the following minimum service delivery requirements:

1. Beneficiaries **shall** be transported in a safe and timely fashion to and from ADDT and EIDT facilities.
2. Broker **shall** monitor return trips to ensure beneficiaries are delivered home in a timely manner.
3. If a scheduled pick-up time of a beneficiary from an EIDT or ADDT facility will be delayed by at least fifteen (15) minutes, Broker **must** contact the EIDT or ADDT provider.
4. If a scheduled home pick-up time of a beneficiary will be delayed by at least fifteen (15) minutes, Broker **must** contact the beneficiary, legal guardian, or authorized representative to inform them of the delay. If the Broker or the Broker's subcontractor cannot provide transportation, Broker **must** advise of alternate pick-up arrangements or offer reimbursement with a gas card when appropriate.
5. In a multiple-passenger situation, Broker **shall** ensure that no beneficiary is in a vehicle more than one (1) hour longer than the average travel time for direct transport from the beneficiary's point of pick-up to the destination.
6. The driver shall not leave a beneficiary unattended at any time unless pre-approved by the beneficiary or guardian as applicable.
7. Broker **must** ensure the beneficiary is dropped off at the correct destination.
8. Broker **must** ensure the beneficiary is not dropped off prior to the opening of the EIDT or ADDT facility.
9. The beneficiary **must** be picked up prior the closing of the ADDT or EIDT facility.
10. All scheduled DTT services **must** be provided by Broker in a timely manner unless alternative arrangements have been made.

##### B. Beneficiary Residence - In and Outside DTT Service Region

1. Broker **must** arrange DTT services into and out of other regions in cases where a beneficiary **must** travel outside the region of residence to receive ADDT and EIDT services.

##### C. Attendants

1. Broker **must** provide the level of attendant care on each vehicle that is necessary to ensure beneficiary safety.
2. Broker **must** provide attendant care when transporting unaccompanied minors.
3. A three to one (3:1) minimum beneficiary to attendant ratio is required for beneficiaries three (3) years of age or younger, on any vehicle used for DTT services. The driver may be counted towards the minimum client to attendant ratio for these purposes, but under no circumstances can the driver be the only adult on a vehicle transporting one or more clients under three (3) years of age.
4. The cost of attendants is the responsibility of the Broker.

#### 2.3.7 APPROPRIATE MODE OF TRANSPORTATION

##### A. Broker **must** provide the most appropriate mode of transportation to meet the beneficiary's health and safety needs.

- ##### B. When determining the most appropriate mode of transportation for a beneficiary, a basic consideration **must** be the beneficiary's current level of mobility and functional independence. If a beneficiary uses a wheelchair, the Broker **must** provide transportation using a wheelchair accessible vehicle that includes a wheelchair restraint system.

- C. Broker **shall not** provide DTT services using ride-sharing services including without limitation the following:
- Uber
  - Lyft
  - Taxi
- D. In lieu of transporting beneficiary in a Broker vehicle, a Broker may temporarily provide DTT services through a mileage reimbursement arrangement with the beneficiary or their legal guardian if the beneficiary/legal guardian can obtain their own transportation and agree to the mileage reimbursement arrangement in writing. A mileage reimbursement arrangement must not last longer than thirty (30) days unless approved by DHS.

## 2.3.8 VEHICLE REQUIREMENTS

### A. Vehicle Records

1. The following records **must** be retained by Broker for each vehicle:
  - a. Manufacturer, make, model, and model year
  - b. Vehicle Identification Number (VIN)
  - c. Odometer reading at the time the vehicle entered service under the DTT contract
  - d. Type of vehicle – examples include without limitation Minibus, Wheelchair Van, or 8-passenger Van
  - e. Capacity (Number of passengers)
  - f. License Plate Number
  - g. Insurance Certifications
  - h. Registration permit and a vehicle stamp issued by the Department of Finance and Administration
  - i. Special equipment (Lift, etc.)
2. All vehicle records **must** be immediately made available for inspection upon request.
3. Broker **must** upload all vehicle records and update all changes to the vehicle records in the DTT Monitoring Contractor portal within five (5) business days of any change(s).

### B. Insurance

1. Throughout the duration of the contract, commercial insurance coverage **must** be maintained on all vehicles used to provide DTT services.
2. All commercial insurance coverage **must** be from companies duly licensed and approved to do business in the State of Arkansas.
3. The insurance certificate **must** contain all information required by the Insurance Department of the State of Arkansas.
4. Commercial insurance **must** have the following minimum coverage amounts:
  - a. One million dollars (\$1,000,000) combined single limit liability coverage
  - b. One hundred thousand dollars (\$100,000) for uninsured motorist
  - c. One hundred thousand dollars (\$100,000) for under-insured motorist
  - d. Five thousand dollars (\$5,000) personal injury protection for each passenger based on the number of passengers the vehicle is manufactured to transport.
5. Each commercial insurance policy **must** name the Arkansas Department of Human Services as an additional insured and loss payee under the policy.
6. Broker **must** maintain and provide upon request documentation evidencing that the required commercial insurance is in place for each vehicle used for DTT services.

### C. License, Permit, And Certification

1. Licenses, permits, and certificates **must** be maintained in accordance with state and federal laws for each vehicle used to provide DTT services. This includes, without limitation:
  - Vehicle licenses
  - Driver's license for each driver
  - Business license
  - Registration
  - Insurance certificate
2. Broker **must** maintain a copy of the registration permits issued by the Arkansas Department of Finance and Administration, Office of Motor Vehicle for each vehicle used to provide DTT services.

### D. Vehicle Maintenance and Safety Standards

1. Broker **must** ensure vehicles and all components comply with or exceed the manufacturer's, state, and federal safety and mechanical operating and maintenance standards

2. Unless otherwise determined by DHS, a vehicle **must** be removed from service if not in compliance with all requirements in this RFP and the DTT contract.
3. The number of persons in the vehicle **shall not** exceed the vehicle manufacturer's approved seating capacity.

E. Prohibition of Smoking, Eating, and Drinking

1. Smoking is prohibited in vehicles providing DTT services. "No Smoking" signs **must** be visible to all passengers.
2. Eating and drinking is prohibited in vehicles providing DTT services.

F. Child Passenger Transportation Safety

1. Broker **shall** ensure that safety certified child passenger restraints are provided in accordance with federal and state laws.
2. Broker **shall** require that any person installing a child restraint has received appropriate training from a certified child passenger safety technician.
3. Broker **shall** provide all child safety seats necessary to safely provide DTT services.
4. Each beneficiary under six (6) years of age or weighing less than sixty (60) pounds must be restrained in a child passenger seat secured in accordance with the manufacturer's guidelines.
5. Child safety seats **must** be sanitary and remain in good working order.

G. Vehicle Safety

1. Vehicle floors **must** be covered with commercial anti-skid, ribbed rubber flooring or carpeting.
2. Ribbing **shall** not interfere with wheelchair movement.
3. Vehicles and attached components **must** follow or exceed standards as set by the manufacturer, state, and federal regulating authorities.
4. Each vehicle used to provide DTT services **must** have, at minimum, the following safety equipment on board:
  - a. Fire extinguisher
  - b. First-aid kit
  - c. Reflective triangles
  - d. Flashlight
  - e. Reflective safety vest
5. Each vehicle used to provide DTT services **must** be maintained in a sanitary and safe condition, which includes without limitation:
  - a. A heating and air conditioning system that is in good working condition
  - b. Each beneficiary **must** have their own seating space with a functioning seat belt or other appropriate safety restraint in accordance with federal and state law and manufacturer's guidelines.
  - c. All vehicles **must** have an easily visible interior sign that states: "ALL PASSENGERS must USE SEAT BELTS". Seat belts **must** be stored off the floor when not in use.
6. Safety violations can result in immediate termination and possible criminal charges against an offending driver or attendant.

H. Cleanliness

1. Vehicle interiors **must** be free of dirt, oil, grease, litter, torn upholstery, torn ceiling coverings, damaged seats, protruding sharp edges, hazardous debris, and unsecured items.
2. Vehicle exteriors **must** be clean and free of broken windshields, mirrors, and windows, and excessive grime, dirt, dents, and damage.
3. Vehicles involved in an accident **must** be repaired before the vehicle can be put back in service.

I. Boarding

1. Vehicles with a floor threshold of higher than twelve (12) inches off the ground **must** include a retractable step or a step stool to aid in passenger boarding.
2. The step stool **must** be used to minimize ground-to-first step.
3. Any step stool used **must** have four (4) legs with anti-skid tips.

J. Broker Identification and Information

Vehicles **must** prominently display Broker's name and contact information as well as the contact information for the DHS Medicaid DTT Helpline.

K. Buzzers

1. Any vehicle with a maximum capacity of seven (7) or more passengers and one (1) driver that is used for DTT services **must** have a safety alarm device.
2. The safety alarm device **must**, at minimum:
  - a. Always be in working order and properly maintained
  - b. Installed so that the driver is required to walk to the very back of the vehicle to reach the switch that deactivates the alarm
  - c. Be installed in accordance with the device manufacturer's recommendations and sound the alarm for at least one (1) minute after the activation of the safety alarm device.

L. Cameras

1. Any vehicle used for DTT services **must** have a camera system installed.
2. The camera system **must**, at minimum:
  - a. Be in working order at all times that a vehicle is used to transport clients
  - b. Be properly maintained
  - c. Have at least a 720p resolution camera(s)
  - d. A minimum forty-five (45) calendar day playback/viewing. Any footage related to an incident or accident **must** be maintained until DHS approves of discard.
  - e. Include GPS tracking; and
  - f. Record the interior of the vehicle 360 degrees to monitor passenger activity including onboarding and offloading of beneficiaries.
3. If the video camera is not fully operable, then the vehicle may not be used DTT services until the video camera is in good working order.
4. A camera system with audio is preferred but not required.

2.3.9 INSPECTIONS

- A. Broker **must** develop and implement an annual inspection process to verify that the vehicles meet the requirements specified in the RFP.
- B. Broker's vehicles **must** be available to DHS or its agent for inspection at any time. DHS reserves the right to conduct random inspections throughout the year.
- C. Any defect or deficiency impacting the safety of the vehicle that is identified as part of an inspection **must** be repaired prior to the operation of the vehicle. The vehicle cannot be used provide DTT services until repaired, and Broker **must** provide an alternate vehicle for use.

2.3.10 DRIVER/ATTENDANT REQUIREMENTS

A. Minimum Qualifications

1. All drivers and attendants **must** successfully pass the following:
  - a. Criminal background checks as required pursuant to Ark. Code Ann. § 20-38-101, et seq.
  - b. An Arkansas Child Maltreatment Central Registry check prior to hiring and at least every two (2) years thereafter.
  - c. An Adult and Long-term Care Facility Resident Maltreatment Central Registry check prior to hiring and at least every two (2) years thereafter.
  - d. A drug screen that tests for the use of illegal drugs prior to hiring.
  - e. An Arkansas Sex Offender Central Registry search prior to hiring and at least every two (2) years thereafter.
2. Broker **must** upload all completed screens and check results to the DTT Monitoring Contractor portal within five (5) business days.
3. Broker **must** not employ drivers who have a verifiable, documented history of alcohol abuse or of consuming narcotics or other drugs that could impair their ability to perform their duties.
4. If Broker suspects a driver to be driving under the influence of alcohol, narcotics or other drugs, a supervisor trained per USDOT Drug and Alcohol Regulations must immediately make a documented reasonable suspicion determination, and if necessary, a reasonable suspicion drug or alcohol test must be conducted.
5. Broker **must** verify drivers and attendants meet all minimum qualification requirements:

- a. Upon the request of DHS; and
- b. Whenever Broker receives information after hiring, if the information would create a reasonable belief that a driver or attendant no longer meets all requirements under RFP.

#### B. Driver Qualifications

1. Each driver of a vehicle providing DTT services **must** meet the following requirements:
  - a. Meet the higher of the following age requirements:
    - i. Twenty-one (21) years of age; or
    - ii. The minimum age required by the applicable vehicle insurance;
  - b. Hold a current valid driver's license;
  - c. If required by state law for the transporting vehicle, hold a commercial driver's license;
  - d. Obtain and maintain in good standing the following credentials:
    - i. CPR certification from:
      - American Heart Association;
      - Medic First Aid; or
      - American Red Cross; and
    - ii. First aid certification from:
      - American Heart Association;
      - Medic First Aid; or
      - American Red Cross; and
  - e. Have successfully completed annual training courses on:
    - i. Defensive driving;
    - ii. Child passenger safety; and
    - iii. If applicable:
      - Lift operation; and
      - Wheelchair securement.
2. The following individuals are prohibited from driving a vehicle providing DTT services under the terms of this RFP:
  - a. Individual who has had a suspended or revoked driver's license for a moving violation within the last five (5) years; and
  - b. Individual who has been convicted of an alcohol, drug, or substance abuse offense within the last five (5) years.
3. If an individual has been convicted of a charge listed under ACA 21-15-102(f), until the conviction has been vacated or reversed, the individual is prohibited from providing services under this solicitation.
4. Any individual who during the previous twelve (12) month period received any combination of two (2) moving violations or accidents where the individual was deemed at fault is prohibited from driving a vehicle providing DTT services. This includes violations that occurred when the individual was driving personal vehicles.

#### C. Attendant Qualifications

1. Each attendant on a vehicle providing DTT services **must** meet the following requirements:
  - a. Be at least eighteen (18) years of age
  - b. Obtain and maintain in good standing the following credentials:
    - i. CPR certification from:
      - American Heart Association;
      - Medic First Aid; or
      - American Red Cross; and
    - ii. First aid certification from:
      - American Heart Association;
      - Medic First Aid; or
      - American Red Cross.

- c. Have successfully completed annual training courses on:
  - i. Child passenger safety; and
  - ii. If applicable;
    - Lift operation; and
    - Wheelchair securement.

#### D. Conduct

1. Drivers and attendants **must** abide by the following requirements:
  - a. Wear or have visible easily readable identification demonstrating affiliation with Broker
  - b. Carry a valid driver's license, or, if not driving, a government issued identification
  - c. Follow applicable guidance and directives from the Arkansas Department of Health related to infection control
  - d. Drivers and attendants **must** maintain a professional and well-groomed appearance, and
  - e. Jewelry or other accessories that may interfere with duties are prohibited.
2. When picking up or dropping off a beneficiary, a driver or attendant **must**:
  - a. Identify and announce their presence upon arrival if the beneficiary is not waiting curbside
  - b. Assist a beneficiary, as necessary, in transitioning between the vehicle and pick-up or drop off location
  - c. If necessary, assist a beneficiary in boarding, seating, fastening seatbelt, and otherwise safely securing the beneficiary prior to departure.
3. The driver or an attendant **shall** confirm, prior to departure, that wheelchairs and mobility aids are properly secured and stowed away.
4. The driver or an attendant **shall** confirm, prior to departure, that all passengers, including wheelchair passengers, are properly secured and seat belts are fastened.
5. The driver or an attendant **must** assist wheelchair and mobility-limited beneficiaries as they enter or exit the vehicle.

#### E. Walk-throughs

1. Any vehicle with a maximum capacity of seven (7) or fewer passengers and one (1) driver, that is used to provide DTT services must have the driver or an attendant walk through the vehicle and conduct a visual inspection of each seat on the vehicle upon arrival at the final unloading destination.
2. Any vehicle, with a maximum capacity of more than seven (7) passengers and one (1) driver, that is used to provide DTT services must have the driver or an attendant complete a walk-through inspection of each seat on the vehicle in one (1) of the following ways upon arrival at the final unloading destination:
  - I. The driver or an attendant **must**:
    - a. Unload all beneficiaries from the vehicle
    - b. Walk or otherwise move through the interior of the vehicle to ensure that no beneficiary remains on board; and
    - c. Deactivate the vehicle's safety alarm device upon reaching the back of the vehicle; or
  - II. An attendant supervises the beneficiaries while:
    - a. The driver remains on the vehicle to walk through the interior of the vehicle to ensure that no beneficiaries remain on board; and
    - b. The driver deactivates the safety alarm device upon reaching the back of the vehicle; or
    - c. The driver or an attendant deactivates the safety alarm device and unloads all beneficiaries immediately upon arrival.
    - d. Immediately after unloading, the driver **must** start the vehicle and move it to a different location for final parking, which must reactivate the safety alarm device; or
  - III. Once parked, the driver:
    - a. Walks or otherwise moves through the interior of the vehicle to ensure that no beneficiaries remain on board; and
    - b. Deactivates the safety alarm device upon reaching the back of the vehicle.



3. The driver or attendant who conducts the walk-through inspection upon arrival **must** sign the transportation log required to be maintained under 2.3.12.

F. Driving Compliance Documents

1. Broker **must** maintain the following documentation for each employee providing DTT transportation services:
  - a. Detailed job description
  - b. All required criminal background checks
  - c. All required child maltreatment registry checks
  - d. All required adult maltreatment registry checks
  - e. All conducted drug screen results
  - f. A copy of a current state or federal identification
  - g. A copy of a valid state-issued driver's license, if driving is required in the job description, and documentation of the completion of any required driver safety courses
  - h. Documentation that the employee received all certifications and training required in Section 2.3.11
  - i. A copy of an employee's driving record for the previous three (3) years from the Arkansas State Police or Information Network of Arkansas that is updated annually
  - j. Documentation of all reported complaints involving the employee; and
  - k. Documentation of all accidents or moving violations involving the employee (i.e., for example: copies of tickets, or police reports, etc.)

2.3.11 DAILY INSPECTION REPORT AND TRANSPORTATION LOGS

- A. A daily pre- and post-trip inspection **must** be completed for each vehicle used to provide DTT services.
- B. The results of the pre- and post-trip inspection **must** be provided in a daily inspection report that includes, without limitation, the following:
  1. Vehicle used to transport
  2. Date of the trip
  3. A pre-trip check box to demonstrate that a visual inspection of the exterior of the vehicle was completed prior to the start of the trip
  4. A pre-trip check box to demonstrate that a visual inspection of the interior of the vehicle was completed prior to the start of the trip
  5. A pre-trip check box that is marked to demonstrate that a visual inspection of the tires was completed prior to the start of the trip
  6. A pre-trip check box that is marked to demonstrate that a visual inspection of the windshield was completed prior to the start of the trip
  7. A post-trip check box that is marked to demonstrate that a visual inspection of the exterior of the vehicle was completed after final unloading
  8. A post-trip check box that is marked to demonstrate that a visual inspection of the interior of the vehicle was completed after final unloading including an inspection of each seat on the vehicle to ensure that no client remains on board
  9. A post-trip check box that is marked to demonstrate that a visual inspection of the tires was completed after final unloading
  10. A post-trip check box that is marked to demonstrate that a visual inspection of the windshield was completed after final unloading
  11. A section for listing and describing any defect or deficiency discovered or reported during the trip, pre-trip inspection, and post-trip inspection
  12. Signature of the employee that performed the pre-trip and post-trip inspection
  13. Date/time the pre-trip and post-trip inspections were completed
  14. The driver of the vehicle
  15. Each attendant or any other persons transported; and
  16. The odometer reading of the vehicle at time of pre-trip and post-trip inspection
- C. A transportation log **must** be maintained for each trip that a vehicle is used for DTT services.
- D. Each transportation log **must** list, at minimum:
  1. Each transported beneficiary's:
    - a. Name
    - b. Age
    - c. Date of birth

- d. Medicaid ID number
    - e. Scheduled pick up time
    - f. Exact address of pick up and drop off
    - g. Exact time of pick up and drop off
  2. The driver of the vehicle
  3. Each attendant or any other persons transported; and
  4. Odometer reading for vehicle at a trip's:
    - a. Initial pick up; and
    - b. Final drop off
- E. The driver of each vehicle **must** sign and date the transportation log verifying that each beneficiary was safely transported to and from:
1. The beneficiary's home (or other scheduled pick up or drop off location); or
  2. The ADDT or EIDT facility
- F. All inspection reports and transportation logs **must** be retained for six (6) years after contract expiration and **must** be provided in a timely manner to DHS upon request.

#### 2.3.12 REPORTING

##### A. General

1. Broker, subcontractor(s), and all employees **must** report suspected Medicaid fraud, waste, and abuse.
2. All brokers and staff must comply with the requirements imposed on mandated reporters in the Mandated Reporting Statutes – Arkansas Code Ann. §§ 12-12-1708 and 12-18-402. Any suspected maltreatment must be reported to police, the maltreatment hotline, and DHS. Reports will be submitted and maintained in the same manner as reports described under Section 2.3.11. F

##### B. DTT Services Report

Within three (3) business days of request, Broker **must** be able to produce reports that aggregate all DTT services information for a region for any one or more of the following:

1. Service date
2. Beneficiary
3. Driver
4. Vehicle
5. Miles; or
6. Other reasonable transportation log variable requested by DHS

##### C. Reports of Accidents and Moving Violations

1. Broker **must** notify the DTT Monitoring Contractor and DHS/DDS immediately of any accident while providing DTT services.
2. Broker **must** notify each beneficiary's emergency contact of any injury or accident involving a beneficiary. Broker shall maintain documentation evidencing the required notification(s) was made.
3. Broker **shall** file a written accident report with the DTT Monitoring Contractor within three (3) working days of the accident. Broker **must** file the written police report with the DTT Monitoring Contractor as soon as it becomes available.
4. Broker **shall** cooperate with DHS during any investigation.
5. Broker **shall** notify the DTT Monitoring Contractor within twenty-four (24) hours of any moving violations that occur while providing DTT services.
6. Broker **must** upload a copy of any driving or other vehicular violation or citation to the DTT Monitoring Contractor portal within ten (10) working days of the violation.
7. Broker **shall** maintain copies of each accident report in the files of both the vehicle and the driver involved in the accident.
8. Police reports associated with moving violations **must** be maintained in the file of the responsible driver.

#### 2.3.13 BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- A. Broker **must** develop and maintain a Business Continuity and Disaster Recovery plan that will be implemented to minimize any disruption to providing DTT services.
- B. In the event of a systems failure or disruption of service, Broker **shall** ensure that its data back-ups minimize the potential for loss of data.

- C. Broker **must** review and update the Business Continuity and Disaster Recovery Plan at least annually.
- D. It is the sole responsibility of Broker to maintain adequate backup measures to ensure continued scheduling and continued DTT services capability.
- E. The Business Continuity and Disaster Recovery **must** be made available to DHS upon request.
- F. Any request not otherwise stipulated within the solicitation **must** be provided within forty-eight (48) hours of request.

#### 2.3.14 PERFORMANCE MONITORING

- A. DHS reserves the right to review Broker's records to validate billed DTT services and other information at any time.
- B. DHS or its authorized agent or representative may ride on trips to monitor DTT service delivery.
- C. All vehicle(s) used to provide DTT services **must** be made immediately available to DHS or the DTT Monitoring Contractor for inspection upon request at any time.
- D. Broker's Project Director or designee **must** be available to respond to DHS concerns and inquiries immediately.
- E. Complaint Reports
  - 1. The Broker **must** compile and analyze complaints monthly.
  - 2. A written report including the number of complaints by type and a description of corrective actions taken **must** be sent to the DTT Monitoring Contractor by the fifteenth (15<sup>th</sup>) day of the month following the end of the reporting month and upon request.

#### 2.4 PERFORMANCE STANDARDS

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

- 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.
- 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.
- 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.
3. The Financial Disclosure section points will be added to the final subtotal score to arrive at the total.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Qualifications	10	8%	56
E.2 Call Center	35	8%	56
E.3 Service Requirements	10	8%	56
E.4 Operational Requirements	30	8%	56
E.5 Trip Information	5	8%	56
E.6 Quality Assurance	5	8%	56
E.7 Driver and Attendant Conduct	5	8%	56
E.8 Safety Violations	5	8%	56
E.9 Business Continuity and Disaster Recovery	5	12%	84
E.10 Subcontractor Information	5	8%	56
E.11 Appropriate Mode of Transportation	20	8%	56
E.12 Vehicle Maintenance, Safety, and Inspections	5	8%	56
<b>Total Technical Score</b>	<b>140</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:

$$(A/B)*C = D$$

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.
- F. Technical Proposals that do not receive a minimum weighted score/subtotal of 350 may not move forward in the solicitation process. The pricing for proposals which do not move forward will not be scored.

### 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 [per person per mile rate for each region](#) 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:

$$(A/B)*(C) = D$$

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

- A. Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Technical Proposal Packet* **shall** signify the 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. Broker **must** be registered to submit claims through the Arkansas Medicaid Management Information System (MMIS) at <https://portal.mmis.arkansas.gov/armedicaid/provider/Home/tabid/135/Default.aspx>. Contractor **must** submit claims using the MMIS system, unless otherwise approved by DHS.
  - 1. Broker **must** submit claims up to forty-five (45) days after the date of service.
- B. Rates - Annual Rates and Monthly Trip Reporting
  - 1. Brokers are responsible for meeting monthly trip reporting deadlines and accuracy standards whether they provided the DTT services or employed a subcontractor to provide the DTT services.
  - 2. It is Broker's responsibility to ensure only DTT services provided in accordance with contract requirements are submitted for payment.
- C. Broker's Payment Calculations
  - 1. For each claim submitted by Broker for a DTT services trip, the Broker's rate for the region will be multiplied by the eligible beneficiary's billable mileage on the trip. The billable mileage is the number of miles from a beneficiary's pick-up address to the drop-off address based on the shortest direct driving route between the two (2) locations.
  - 2. Broker **must** make reasonable efforts to minimize the total number of beneficiary miles on each DTT services trip.
  - 3. DHS reserves the right to deduct Medicaid fee adjustments from Broker's monthly invoice prior to payment.
  - 4. DHS **shall** notify Broker in writing of any claim for damages prior to DHS deducting such sums.
- D. Broker **must** be registered to receive payment and future notifications. If you are not a registered vendor you may register on-line at <https://arbuy.arkansas.gov/bso/#supplier-activities>
- E. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- F. The State shall not be invoiced in advance of delivery and acceptance of any goods or services.
- G. Payment will be made only after Broker has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- H. Other sections of this Bid Solicitation may contain additional Requirements for invoicing.
- I. Selected Broker **must** be registered to receive payment and future Bid Solicitation notifications. Brokers 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.
- B. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- C. The State **shall not** continue a contract once any equipment has been repossessed.
- D. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- E. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- F. The State **shall not** enter a contract which grants to another party any remedies other than the following:
  - 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.
- G. The laws of the State of Arkansas **shall** govern this contract.
- H. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- I. 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. The 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. The 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. The Contractor agrees to the Performance Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G. 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. The 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. The 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 the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The 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 the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in



contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 PERFORMANCE BONDING

- A. The Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
1. The Prospective Contractor must be bondable. As proof of meeting this requirement, the Prospective Contractor shall submit a Letter of Bondability from an admitted Surety Insurer with its bid submission. The letter must unconditionally offer to guarantee to the extent of one hundred percent (100%) of the annual contract price the Prospective Contractor's performance in all respects of the terms and conditions of the RFP and the resultant contract. The Prospective Contractor shall be required to provide DHS with the Performance Bond described in this section upon Contract Start.
  2. The amount of the performance bonds **shall** be one hundred percent (100%) of the original contract price, unless the State determines that a lesser amount would be adequate for the protection of the State.
  3. The State **shall** require additional performance bond protection when a contract price is increased or modified.
  4. The performance bond **must** be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of contract start.
  5. The 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.
  6. Failure to provide is a breach of contract and may result in immediate contract termination.
- B. The Contractor **shall** submit documentation to the satisfaction of the State that a performance bond has been obtained. The contractor **shall** notify the State of any changes, modification, or renewals for the performance bond during the term of the contract.

#### 4.6 RECORD RETENTION

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

#### 4.7 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The 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.
- C. Increases will not be considered to increase profit or margins.
- D. OP has the right to approve or deny the request.

#### 4.8 CONFIDENTIALITY

- A. The 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 of during the course of providing services under a resulting contract.

- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

#### 4.9 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 solicitation 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 solicitation 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, the Contractor may file a claim with the Arkansas 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 the 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.

#### 4.12 TRANSITION AT END OF CONTRACT

- A. At the end of this Contract, the Contractor **shall** work cooperatively with DHS and if applicable, any new contractor, to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of service to Beneficiaries and Providers.
- B. At least six (6) months prior to the scheduled expiration of the Contract Term, including any option period, the Contractor **shall** develop and provide to the Contract Monitor a detailed Full Operations Resources report describing which resources (systems, software, equipment, materials, staffing, etc.) **shall** be required by DHS or another contractor to take over the requirements specified in the RFP/Contract.
- C. An Exit Transition Period **shall** begin at least 60 days, but no more than 90 days, prior to the last day the Contractor is responsible for the requirements of the Contract resulting from this RFP.
- D. During the Exit Transition Period, the Contractor **shall** work cooperatively with DHS and the new contractor and **shall** provide program information and details specified by DHS.
- E. Both the program information and the working relationship between the Contractor and the new contractor **shall** be defined by DHS.
- F. Within the Exit Transition Period, the Contractor **shall** prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, computer systems, software and documentation, materials, etc., to a new contractor and/or DHS.
- G. The Exit Transition Plan **shall** be submitted by the Contractor within ninety (90) days prior to the contract end-date. The Exit Transition Plan **shall** include, at a minimum:
  - 1. The Contractor's proposed approach to the transition;
  - 2. The Contractor's tasks, subtasks, and schedule for all transition activities;
  - 3. An organizational chart and staffing matrix of the Contractor's staff (titles, phone, fax) responsible for transition activities;

4. A detailed explanation of how the Contractor will begin work with a new Contractor and/or DHS within ten (10) days of receipt of notice from DHS that another contractor has been selected.
- H. The DTT Contract Monitor must approve the Exit Transition Plan before it can be implemented.
- I. The DTT Contract Monitor and the new Contractor will define the information required during this transition period and time frames for submission.
- J. DHS **shall** have the final authority for determining the information required.
- K. The Contractor **shall** work closely and cooperatively with DHS and if applicable, the new Contractor to:
  1. Transfer appropriate software, hardware, data, records, telephone numbers and lines, equipment, Post Office Box, and other requirements deemed necessary by DHS;
  2. Ensure uninterrupted and efficient services to Beneficiaries, Providers, and DHS during the transition period.
- L. Thirty (30) days following turnover of operations, the Contractor **must** provide DHS with a Transition Results Report documenting the completion and results of each step of the Exit Transition Plan.
- M. The transition shall not be considered complete until this document is approved by DHS.
- N. DHS **shall** have the right to withhold any portion of the last month's Premium Payment until the Transition activities are complete, and the Transition Plan is approved by DHS.

## **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 Office of State Procurement 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 *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 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 the Contractor to supply additional descriptive material. The 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*. The 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. The Contractor

**shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the 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 the 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 DTT 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 the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the 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:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the 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 the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the 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, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the 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 the 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) the 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:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, Contractorage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the 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.