



State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201-4222

## REQUEST FOR PROPOSAL

RFP Number: <b>SP-15-0014R</b>	Buyer: <b>Carrie McDaniel</b>
Commodity: <b>Dental Hygienist Services</b> Agency: <b>Arkansas Department of Human Services</b>	Proposal Opening Date: <b>March 17, 2015</b>
Date Issued: <b>February 11, 2015</b>	Proposal Opening Time: <b>1:30 Central Time</b>

PROPOSALS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE PROPOSAL ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFP NUMBER, DATE AND HOUR OF RFP OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their proposal documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFP. When appropriate, vendors should consult with delivery providers to determine whether the proposal documents will be delivered to the OSP office street address prior to the scheduled time for RFP opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  <b>TELEPHONE NUMBER:</b> 501-324-9316	<b>RFP OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED**

Business Designation (check one):	Individual <input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/>	Public Service Corp <input type="checkbox"/>
	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Government/ Nonprofit <input type="checkbox"/>

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GENERAL DESCRIPTION:	Dental Hygienist Services
TYPE OF CONTRACT:	Term
BUYER:	Carrie McDaniel
AGENCY P.R. NUMBER	1000702897
MATERIAL GROUPS	94828

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_ Asian American\_\_\_\_  
Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **ALTERATION OF ORIGINAL RFP DOCUMENTS:** The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Successful vendor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS RFP MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFP solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFP the submission is intended.

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7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law.** In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a bid.
8. **ANTICIPATION TO AWARD:** After complete evaluation of the proposal, the anticipated award will be posted on the OSP website ([http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php)). The purpose of the posting is to establish a specific timeframe in which vendors and agencies are aware of the anticipated award. The RFP results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.
- The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
9. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
10. **VISA ACCEPTANCE:** Awarded successful vendors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
11. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this RFP.
12. **CURRENCY:** All proposal pricing must be United States dollars and cents.
13. **LANGUAGE:** Proposals will only be accepted in the English language.

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**SECTION 1 - GENERAL INFORMATION**

**1.1 INTRODUCTION AND PURPOSE**

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services to obtain a qualified, licensed dental hygienist capable of providing dental hygienist services to adults, age 18 or older, at the Arkadelphia Human Development Center (AHDC). AHDC has a complete dental office on campus. All equipment and supplies necessary to perform services shall be furnished by AHDC.

AHDC operates under the general supervision rule. This rule states that the dentist authorizes the procedure(s) but is not required to be present in the treatment facility while the procedure(s) is/are being performed by the dental hygienist.

The successful vendor must have training and/or experience in working with individuals with disabilities, including intellectual disability and mental illness. The successful vendor must have current licensure from the Arkansas State Board of Dental Examiners. Proof of licensure shall be provided with the response to this RFP.

**1.2 ISSUING AGENCY**

This RFP is issued by the Office of State Procurement (OSP) for the Arkansas Department of Human Services. The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFP related matters should be made through the State's buyer, Carrie McDaniel at (501)324-9322 or email at [carrie.mcdaniel@dfa.arkansas.gov](mailto:carrie.mcdaniel@dfa.arkansas.gov). Vendor's questions will be answered as a courtesy and at vendor's own risk.

**1.3 CAUTION TO BIDDERS**

1. During the time between the proposal opening and contract award, any contact concerning this RFP will be initiated by the issuing office or requesting entity and not the vendor(s). Specifically, the person(s) named herein will initiate all contact.
2. Vendor(s) must submit one (1) signed original technical proposal on or before the date specified on page one of this RFP.
3. Vendor(s) must also submit one (1) original "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing information.**
4. The vendor(s) should submit four (4) complete copies (marked copy) of the RFP technical proposal response, and one (1) electronic version of the technical proposal response, preferably in MS Word/Excel format, on CD or flash drive.
5. The vendor(s) should submit one (1) electronic version of the "Official Proposal Price Sheet." **Do not include any pricing from the Official Proposal Price Sheet on the technical proposal copies, including the CD. Pricing from the Official Proposal Price Sheet must be separately sealed from the technical proposal response and clearly marked as pricing.**
6. Failure to submit the required number of copies with the proposal may be cause for rejection.
7. If the Office of State Procurement requests additional copies of the proposal, they must be delivered within twenty-four (24) hours of request.
8. For a proposal to be considered, an official authorized to bind the vendor(s) to a resultant contract must have signed the proposal.
9. All official documents and correspondence shall be included as part of the resultant contract.
10. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFP, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor(s) to submit his proposal(s) on or before the deadline established by the issuing office.
  - b. Failure of the vendor(s) to respond to a requirement for oral/written clarification, presentation, or demonstration.
  - c. Failure to supply vendor references.
  - d. Failure to sign an Official RFP Document.
  - e. **Failure to complete the Official Proposal Price Sheet(s) and include them sealed separately from the rest of the proposal.**

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- f. Any wording by the vendor(s) in their response to this RFP, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFP.
- g. Failure of any proposed service to meet or exceed the specifications.
- h. Failure to supply required material samples for approval.

**1.4 RFP FORMAT**

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder(s) to satisfy that intent will cause the proposal to be rejected. **It is recommended that bidder(s) respond to each item or paragraph of the RFP in sequence.** Items not needing a specific vendor(s) statement may be responded to by concurrence or acknowledgement; no response will be interpreted as an affirmative response or agreement to the State conditions. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor(s) must identify the specific page and paragraph being referenced.

**1.5 TYPE OF CONTRACT**

The contract will be a one (1) year term contract from the date of award. Upon mutual written agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional (one year terms) or a portion thereof. In no event shall the total contract term be more than seven (7) years.

**1.6 PAYMENT AND INVOICE PROVISIONS**

Submit invoices to:

Arkansas Department of Human Services  
Arkadelphia Human Development Center, Amy Fendley  
1 Prator Drive  
Arkadelphia, AR 71923

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any services. Payment will be made only after the contractor has successfully satisfied the Arkansas Department of Human Services as to the reliability and effectiveness of the service as a whole. Invoices should be sent at a minimum of once per month.

Selected vendor must be registered to receive payment and future RFP notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

**1.7 RECORD RETENTION**

The successful vendor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and specified by the State of Arkansas Law. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' 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.

**1.8 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this RFP will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the RFP become the property of the State and shall be open to public inspection subsequent to proposal opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire proposal will be open

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to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

**1.9 CLARIFICATION OF RFP AND QUESTIONS**

If additional information is necessary to enable bidder(s) to better interpret the information contained in the RFP, written questions will be accepted until the close of business, February 10, 2015. Submit questions to Carrie McDaniel at [carrie.mcdaniel@dfa.arkansas.gov](mailto:carrie.mcdaniel@dfa.arkansas.gov). Bidder(s) questions submitted in writing will be consolidated and responded to by the State. The consolidated written State response is anticipated to be posted to the OSP website by the close of business, February 17, 2015. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at bidder(s) risk.

**1.10 RESERVATION**

This RFP does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for services.

**1.11 PRIME CONTRACTOR RESPONSIBILITY**

It will be mandatory for the successful vendor to act as prime contractor and accept total and sole responsibility for the contract.

**1.12 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. Upon default, to pay all sums to become due under a contract.
  - b. To pay damages, legal expenses or other costs and expenses of any party.
  - c. To conduct litigation in a place other than Pulaski County, Arkansas
  - d. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
    - iii. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

**1.13 DEFINITION OF TERMS**

The State Procurement Official has made every effort to use industry-accepted terminology in this RFP and will attempt to further clarify any point of item in question as indicated in "CLARIFICATION OF RFP AND QUESTIONS". The words "bidder" and "vendor" are used as synonyms in this document.

**1.14 CONDITIONS OF CONTRACT**

The successful vendor(s) shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) 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 successful vendor of the successful bidder.

**1.15 AWARD RESPONSIBILITY**

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

**1.16 PUBLICITY**

News release(s) by a vendor(s) pertaining to this RFP or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor(s) proposal. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is complete.

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**1.17 INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, the bidder(s) 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 that no prior information concerning these prices has been received from, or given to, a competitive company.

If there is sufficient evidence of collusion to warrant consideration of this proposal by the office of the Attorney General, all bidder(s) shall understand that this paragraph may be used as a basis for litigation.

**1.18 VENDOR REFERENCES**

Vendors must supply, with the proposal, at least three (3) professional references from sources that vendor has provided services for in the past two (2) years, including persons to contact, email and/or telephone numbers located in the United States as proposed under this RFP. References will be graded on a pass or fail basis. Any undesirable information gathered from references may be cause for disqualification.

**1.19 COST**

All charges must be included on the Official Proposal Price Sheets and shall be included in the costing evaluation.

**Bidder(s) must include ALL pricing information on the Official Price Proposal Sheet ONLY and must clearly mark said page(s) as pricing information. The electronic version of the Official Proposal Price Sheet must also be sealed separately from the electronic version of the technical proposal.**

**NOTE:**

- 1) The State will not be obligated to pay any costs not identified on the Official Proposal Price Sheet.
- 2) Any cost not identified by the successful bidder but subsequently incurred in order to achieve successful operation will be borne by the bidder.
- 3) Official Proposal Price Sheets may be reproduced as needed.
- 4) There shall be **NO** reimbursement for travel. This includes mileage, parking, lodging, meals or other incidentals.

**1.20 CONFIDENTIALITY**

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.

**1.21 NEGOTIATIONS**

As provided in this request for proposal and under regulations, discussions may be conducted with responsible vendor(s) who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of proposal response and negotiation for best and final offers.

**1.22 CANCELLATION**

In the event the State no longer needs the service specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

**1.23 SCHEDULE OF EVENTS**

**EVENT**

RFP Issue Date  
Written vendor questions due  
\*Answers to vendor questions posted  
Proposal Opening  
\*Completion of proposal evaluation  
\*Anticipation to Award posted

**DATES**

February 11, 2015  
February 25, 2015  
March 3, 2015  
As listed on page 1  
March 31, 2015  
April 2, 2015

\*dates are estimated.

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**1.24 PRICE INCREASES/DECREASES**

At time of renewal, the awarded vendor will be required to substantiate any price increases to the Office of State Procurement prior to passing on these increases to the agency. Price decreases must be offered as they become available during the term of the contract.

**1.25 FORCE MAJEURE**

The contractor will not be liable for any excess cost to the State of Arkansas if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

**1.26 SERVICES TO BE PROVIDED**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the Department. All procedures developed and products provided under the contract will be subject to final approval by the Department. All records and data pertaining to the contract will remain the property of the Department. The Contractor will conduct meetings with Departmental staff in Little Rock, Arkansas, as required.

**1.27 CRIMINAL HISTORY CHECK**

Contractor shall comply with A.C.A §21-15-101 et seq, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment, or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A §21-15-101 et seq, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

**The criminal history check must be completed before any services are performed.**



## **SECTION 2 - SPECIFIC REQUIREMENTS**

### **SCOPE OF WORK**

- 2.1** The dental hygienist must be licensed to practice dental hygiene by the Arkansas State Board of Dental Examiners (ASBDE).
- 2.2** Oral hygiene must be performed on individuals with developmental disabilities.
- 2.3** The dental hygienist must maintain current licensure during the term of the contract. Failure to maintain licensure or accreditation shall be grounds for cancellation of any resulting contract. The dental hygienist shall immediately report any change in licensure status to the AHDC.
- 2.4** The dental hygienist must have training and/or experience in working with individuals with disabilities including intellectual disability and mental illness.
- 2.5** The dental hygienist must be available to work three (3) days per week, eight (8) hours each day with a 30 minute unpaid lunch break. The hours are 8:00 a.m. to 4:30 p.m. for each day worked. The Nurse Manager shall handle scheduling of days. The dental hygienist shall not be required to work holidays nor will he/she be required to be on-call for emergencies or after-hours services.

The dental hygienist shall work 24 hours per week at 52 weeks for a total of 1,248 hours. All services will be performed at the Arkadelphia Human Development Center located at 1 Prator Drive, Arkadelphia, AR 71923.

All appointments shall be scheduled by the medical staff at AHDC. Appointments shall be based on the number of clients that can be seen that day.

- 2.6** The dental hygienist shall be required to complete oral hygiene examinations and cleanings on all clients at the AHDC.
- 2.7** The dental hygienist shall be required to enter services rendered for each client into the computer database.
- 2.8** The dental hygienist shall be familiar with the appropriate statutes, regulations, and policies regarding the safeguarding of Protected Health Information under HIPAA and current changes as they provide services to the Department of Human Services/AHDC.
- 2.9** The dental hygienist must show proof of residency and/or office presence in the State of Arkansas.
- 3.0** There shall be no substitutions of dental hygienist without prior written/verbal approval from approved supervisors at the Arkadelphia Human Development Center.

### **SECTION 3 - PROPOSAL SUBMISSION REQUIREMENTS**

The vendor should address each paragraph listed in this RFP to be guaranteed a complete evaluation. Proof of current licensure must be provided with the proposal submission.

#### **Minimum Qualifications of Respondents**

- The successful vendor must have training and/or experience in working with individuals with disabilities including intellectual disability and mental illness. The successful vendor must have current licensure from the Arkansas State Board of Dental Examiners. Proof of licensure shall be provided with the response to this RFP.

#### **Project Understanding** – Provide the following information:

- Describe respondent's understanding of the work to be performed.

#### **Background and Experience** – Provide the following information:

- Resume describing experience of key personnel of service provider.
- Describe experience with dental work performed on individuals with mental illness or intellectual disability.
- Details of the dental equipment used and the level of training received by the service provider.
- Describe the work ethics of the dental hygienist that will perform services.

#### **Qualifications** – Provide the following information:

- Define capabilities of providing specific services of this type in this unique setting.
- Any additional certificates of professional development and/or training.
- Define the capabilities of providing services in this unique type of setting.

#### **Personal Interview**

- A personal interview will be conducted with the individuals who receive a minimum of 70 points based on project understanding, background and experience, and qualifications. The interview will last no longer than forty five (45) minutes. The interview will be structured to allow the department to determine the strengths of each individual as it relates to working in this unique setting. Interview questions will be the same for each dental hygienist and will be provided at the time that the interview is scheduled. Evaluation will be based on the verbal responses and points will be awarded at the end of each interview.

## SECTION 4 - CRITERIA FOR SELECTION

### EVALUATION CRITERIA

The evaluation and award process for responses which meet the mandatory requirements and our assessment of vendor responsibility will then be scored and compared. The Arkansas Department of Human Services Evaluation Committee will evaluate and score the proposals using the criteria and scoring specified in the following table.

CRITERIA	POSSIBLE POINTS
Project Understanding	30
Background and Experience	30
Qualifications	20
<b>Total Possible Points for Technical Proposal</b>	<b>80</b>
Personal Interview	30
A maximum score of 20 points will be awarded in the evaluation of the Cost Proposals	20
<b>Total Possible Points</b>	<b>130</b>

Submission of a proposal implies vendor acceptance of the evaluation technique and vendor recognition that good-faith judgments must be made by the Arkansas Department of Human Services Evaluation Committee during the assignment of rating points.

## SECTION 5 - EVALUATION OF COST PROPOSALS

### COST PROPOSALS

A maximum score of up to 20 points will be awarded based on the cost

**PRICE PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE COST PROPOSAL CONTENTS BEING REVIEWED.**

### PROPOSAL EVALUATION CRITERIA

Submission of a proposal implies vendor acceptance of the evaluation technique and recognition that objective judgments must be made by the Evaluation Committee during the assignment of rating points.

Proposals will be evaluated in three (3) phases. The first phase will determine if the mandatory requirements and minimum qualifications of this Request for Proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. Any proposal that is incomplete may be rejected by the State. However, the State may waive minor irregularities. This phase is to be completed by the Office of State Procurement.

The second phase will be based on the evaluation of the technical proposals. An evaluation team appointed by the Arkansas Department of Human Services will score the written proposals and will conduct personal interviews.

The third phase will be the opening of the cost proposal by the Office of State Purchasing and review by the Arkansas Department of Human Services. The awarding of points will be determined by the following formula:

**$a/b \times c = d$**  (Dividing lowest price (a) by the next lowest price (b) and multiplying by the total points for cost (c) will equal the number of cost points awarded (d).)

The effect of the formula is to insure that the lowest proposal receives the maximum number of points and each of the other proposals receive proportionately fewer points based on proposed bid price.

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**OFFICIAL PROPOSAL PRICE SHEET**

<b><u>Quantity/Hours</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
24 hours per week for 52 weeks	\$_____ per hour	\$_____ 1,248 hours per year

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**STANDARD TERMS & CONDITIONS**

**GENERAL:** Any special terms and conditions included in the Request for Proposals override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.

**ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of a proposal or any and all proposals, to waive minor technicalities, and to award to best serve the interest of the State.

**PROPOSAL SUBMISSION:** Proposals must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the proposal may be rejected. The proposal must be typed or printed in ink. The signature must be in ink. Unsigned proposals will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each proposal should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

**PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the proposal. Unless otherwise specified, the proposal must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the proposal.

**QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. 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.

**BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the Request for Proposals 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this Request for Proposals. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the request.

**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 Request for Proposals. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.

**SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.

**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 bidder.

**AMENDMENTS:** The proposal cannot be altered or amended after the bid opening except as permitted by regulation.

**TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

**AWARD:** Term Contracts: A contract award will be issued to the successful bidder. 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 Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

**LENGTH OF CONTRACT:** The Request for Proposals will show the period of time the term contract will be in effect.

**DELIVERY ON FIRM CONTRACTS:** The Request for Proposals will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

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**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., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

**STORAGE:** The ordering agency is responsible for storage if the successful vendor delivers within the time required and the agency cannot accept delivery.

**DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 successful vendor. The successful vendor 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 bidders list or suspension of eligibility for award.

**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.

**INVOICING:** The successful vendor 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 Request for Proposals, (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.

**STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the successful vendor hereunder or in contemplation hereof or developed by the successful vendor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the successful vendor's expense to the F.O.B. point properly identifying what is being returned.

**PATENTS OR COPYRIGHTS:** The successful vendor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

**ASSIGNMENT:** Any contract entered into pursuant to this Request for Proposals is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.

**OTHER REMEDIES:** In addition to the remedies outlined herein, the successful vendor and the State have the right to pursue any other remedy permitted by law or in equity.

**LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the successful vendor 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 successful vendor may file a claim with the Arkansas Claims Commission. If the successful vendor has provided services and there are no longer funds legally available to pay for the services, the successful vendor may file a claim.

**DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder to comply with the statute, the rules and regulations promulgated there under 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing

**ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this Request for Proposals, the bidder named on the front of this Request for Proposals, 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.

**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 successful vendor, 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.