



STATE OF ARKANSAS

DEPARTMENT OF HUMAN SERVICES (DHS)

DIVISION OF CHILDREN AND FAMILY SERVICES

REQUEST FOR PROPOSALS

CFS-17-0002

for

QUALITY SERVICE REVIEWS

Date Issued:

June 30, 2016

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SECTION 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit qualified applicants to provide Quality Service Reviews for the Division. This statewide service will provide the DCFS with performance monitoring and practice improvement provisions needed for compliance with federal and state standards and mandates. Must have the capacity to administer the State's Quality Services Peer Review (QSPR) and federal Child and Family Services Review (CFSR) processes and establish and monitor program improvement plans required for system change. All of these provisions help the DCFS acquire and retain federal funding, while also facilitating extensive Child Welfare Reform.

1.2 Scope of Service

DCFS' Quality Assurance (QA) process is designed to accomplish several goals. These include: 1) facilitating the Division's compliance with federal rules and regulations governing child welfare; 2) prioritizing for central office and service area managers the deficiencies in existing case practice; and 3) contributing to improvement in case practice performance by assisting service area managers in developing corrective action plans.

The QA process facilitates compliance with federal requirements by using the onsite review instrument developed by the federal Administration for Children and Families (ACF) as the basis for the QA review. All of the federal questions are included in the instrument and all reviewers are trained on the federal interpretations of the questions. This process allows the Division to utilize its reviews to measure progress on achievement of the goals in the Program Improvement Plan (PIP) which is required after each round of the Child and Family Service Review (CFSR). Every state is required to have some means of measuring that progress, and use of a tool which mimics the federal tool provides a direct means of doing so.

Services must be provided as indicated in Attachment C under the Service Criteria.

1.3 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of January 1, 2017 through June 30, 2017.

The contract may be extended for up to six (6) additional years, contingent upon approval by the Division/Office review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

SECTION 2

RFP SCHEDULE OF EVENTS

2.1 RFP Schedule of Events

The following timetable is the anticipated schedule for the procurement process. All times refer to local time in Little Rock, Arkansas.

Event	Date
RFP issued	June 30, 2016
Due date and time for written questions	July 18, 2016
Due date for answers to questions	On or about July 22, 2016
Closing date and time for receipt of proposals	August 5, 2016 12:00 noon (CST)
Date for opening of proposals	August 5, 2016 1:00 (CST)
Completion of proposal evaluation and potential awardee selection	On or about August 16, 2016
Anticipation of Award letter posted	On or about August 22, 2016
Contract start (Subject to State approval)	January 1, 2017

SECTION 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Human Services (DHS), Division of Children and Family Services (DCFS), (hereinafter referred to as the Division/Office).

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (ACA) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Cindy Waller
Department of Human Services
Division of Children & Family Services
P.O. Box 1437, slot S561
Little Rock, AR 72203
Phone: 501-682-9978, FAX: 501-683-1201
Cindy.Waller@dhs.arkansas.gov

COMMERCIAL MAILING DELIVERY ADDRESS:

112 W. 8th Street, Slot S561
Little Rock, AR 72201

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by the date and time specified in Section 2.1. Respondents shall submit their **written questions** to the Issuing Officer identified in **Section 3.1**. Respondents may submit their questions by FAX or e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of FAX or e-mail submissions from respondents. **Questions received after the due date and time will not be answered.**

The Issuing Officer will, by the date specified in **Section 2.1**, post written responses on the posting website(s) for all written questions received by the due date.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP.

3.3 Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The respondent shall certify on the State of Acknowledgement (**Attachment B**) that the proposal remains valid through the evaluation, selection, and contract period. Respondent must submit one original hardcopy and three copies of the proposal. Respondent must also submit the proposal on a disk in PDF format. **Due to the Department of Human Services Policy, a flash drive cannot not be accepted.** If the technical proposal contains material that is considered confidential by the respondent, the respondent must submit a second disk of the proposal with the confidential information redacted. Disk must clearly be identified as the redacted version.

A complete proposal consists of a **Technical Proposal** and a **Cost Proposal**. **These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal.**

COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

See Section 4 for Proposal Requirements.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

3.4 Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP will become the property of the State and will not be returned.

3.5 Opening of Proposals

The Division/Office will publicly open the technical proposals received by the date and time identified in **Section 2.1**. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the herein shall be accepted by the Division/Office. However, the Division/Office reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and

shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

3.7 Rejection of Proposals

The State reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the State, the proposal may be rejected.

Proposals will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the proposal is made, reviewed, or both.

3.8 Disposition of Proposals

All proposals become the public property of the State and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair

competitive advantage, no proposals will be released prior to the announcement of the results of the procurement.

If the Technical or Cost proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy (disk) of the proposal in PDF readable format with that material redacted. (Submit one disk for the Technical proposal and a separate disk for the Cost proposal, if both have material to be redacted.) In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See **Section 4.1**.

The State shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

3.9 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by the Division/Office. Contractor shall make available to DHS a copy of the subcontract agreement(s), upon request.

Respondents shall have all the necessary resources to complete the work described in the RFP Scope of Service section and Attachment C. Only the subcontractors approved by the Division/Office shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

3.10 Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander or a service-disabled veteran as designated by the United States Department of Veterans Affairs". The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

3.11 Independent Price Determination

Respondent shall arrive at the Cost Proposal (price) independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall certify on the Statement of Acknowledgement (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor. Should a conflict of interest be detected at any time during the contract period, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

3.12 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3.13 RFP Amendments

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, Issuing Officer will post any amendments, addenda, and clarifications on the DHS website.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

Signatures may be required on any amendments, addenda, and clarifications.

3.14 Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a respondent may withdraw his/her proposal by submitting a signed, properly authorized, written request for its withdrawal to the Division/Office.

The Division/Office will not accept any amendments, revisions, or alterations to the proposals after the proposal due date unless such changes were requested by the Division/Office.

3.15 Respondent's Contact Person

Respondent shall provide the name and telephone number, including area code, of an authorized person in its company who may be contacted regarding this RFP response.

3.16 Anticipation of Award

After complete evaluation of the proposals, the anticipated award will be posted on the posting website(s). The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The 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 (OSP) reserves the right to waive this policy when it is in the best interests of the State.

3.17 Awarding of Contract

The Division/Office may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

It is the intent of the division/office to award one contract for statewide coverage though the division/office reserves the right to award multiple contracts. The Division/Office may decline to enter into a contract as a result of this RFQ. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to DHS based on the selection criteria, not necessarily the lowest price. The State is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete. Should this RFP not produce a qualified response or provider, it is the intent of the State to select such under the authority of this solicitation.

3.18 Notification

Upon completion of the proposal evaluations, DHS will post on the DHS website, an intent to award notification.

3.19 Certification Prior to Award

PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to, Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor **must** have a current certification on file with OSP stating they do not employ or contract with any illegal immigrants.

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

3.20 Rules of Procurement

Per A.C.A. §19-11-244, any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation of a contract may protest by presenting a written notice at least seventy-two (72) hours before the filing deadline for the solicitation response to the DHS Chief Procurement Officer. Any actual bidder, offeror, or contractor who is aggrieved in connection with the award of a contract may also protest to the DHS CPO and shall submit such in writing within fourteen (14) calendar days after the aggrieved person knows or should have known of the facts giving rise to the grievance. Prior to the commencement of an action in court or any other action provided by law concerning the controversy, the DHS CPO or designee may settle and resolve a protest concerning the solicitation or award of a contract. This decision will be final and conclusive.

3.21 Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

3.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the contractor. The respondent may submit its EEO policy as a hard copy accompanying his/her response to this solicitation or in electronic format to DHS at the following e-mail address: Cindy.Waller@dhs.arkansas.gov DHS will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all contractors' EEO policies received. The submission by the successful respondent is a one-time requirement but contractors are responsible for providing updates or changes to their respective policies as necessary. Contractors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.

SECTION 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and 3 hard copies** of the **Technical Proposal** responsive to the terms of the RFP. In addition, the respondent shall include **1 electronic copy (disk) of the Technical Proposal** in PDF readable format. **Technical Proposal** shall be clearly identified as such on the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL.** Respondent's technical proposal shall list all proposed areas and/or counties. Do not submit separate proposals for different areas.

NOTE: If the Technical Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Technical Proposal (a 2nd disk) in PDF readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See **Section 3.8.**

Proposal shall also include **one (1) original Cost Proposal and one copy (both hard copies)** in a **SEPARATE SEALED ENVELOPE** and clearly identified as the **Cost Proposal**. Cost and Technical proposals submitted electronically must be on separate disks. In addition, the respondent shall include **1 electronic copy (disk) of the Cost Proposal** in PDF readable format

NOTE: If the Cost Proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must submit one electronic copy of the Cost Proposal (disk) in PDF readable format with that material redacted. **Respondent shall clearly identify the disk as the redacted version.** In an attachment to the Statement of Acknowledgement, respondent shall set out the basis for the claim of confidentiality or potential unfair advantage. See Section 3.8.

COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

The proposals shall be received by the Division/Office by the date and time identified in **Section 2.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. Respondent shall certify on the Statement of Acknowledgement (**Attachment B**) that the proposal remains valid through the evaluation, selection, and contract period.

RFP Section 4.2 provides content requirements for the **Technical Proposal**. **RFP Section 4.3** provides content requirement for the **Cost Proposal**.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on

completeness, clarity of content, and ease of use for the evaluators. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

Proposals may be hand delivered to: **OR mailed by United States mail to:** **OR mailed by commercial mail to:**

Ark. Dept. of Human Services
Div. of Children and Family Services
700 Main Street (corner 7th and Main St.)
Little Rock, Arkansas
5th floor, Work station 5131

Ark. Dept. of Human Services
Div. of Children and Family Services
ATTN: Contracts Management Unit
P.O. Box 1437, Slot S561
Little Rock, AR 72203

Ark. Dept. of Human Services
Div. of Children and Family Services
ATTN: Contracts Management Unit
112 W. 8th Street, Slot s561
Little Rock, AR 72201

4.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.2** (Scope of Service), **Attachment A** (Terms and Conditions), and **Attachment C** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order and each must be completed in its entirety. Deviation from the prescribed order may disqualify a proposal.

1. Cover Sheet (**Attachment D**)
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Service.
7. Respondent's Background, Experience, and Qualifications
8. Project Management, Organization, and Staffing
9. Financial Disclosure

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

4.2.1 Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent, area, and the counties (or statewide if applicable), for which the proposal is addressed. **Attachment D** to this RFP illustrates the required information for the coversheet. The coversheet will be the first visible sheet of the proposal.

4.2.2 Table of Contents

The Table of Contents shall itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

4.2.3 Statement of Acknowledgement

Note the following instructions regarding the completion of the Statement of Acknowledgement:

- **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE TECHNICAL PROPOSAL, INCLUDING THE STATEMENT OF ACKNOWLEDGEMENT.**

- Arkansas law defines “minority” as black or African American, Hispanic American, American Indian or Native American, Asian, Pacific Islander, or a service-disabled veteran as designated by the United States Department of Veterans Affairs;
- If respondent is NOT a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** respondent must provide documentation evidencing proof of filing as either a **Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership** with the Arkansas Secretary of State’s office.
 - Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4.27-1501 and §4-27-1502.
- If the proposal contains material that is considered by the respondent to be confidential under state or federal law for any reason including because it is proprietary, copyrighted, or capable of giving an unfair advantage to competitors, the respondent must set out the basis for the claim of confidentiality or potential unfair advantage in an attachment to the Statement of Acknowledgement.
- If services are to be provided by subcontractors, respondent shall include statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor’s willingness to perform the work indicated;
 - The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- If services are to be provided by subcontractors, respondent shall include a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price. **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
- The Statement of Acknowledgement (**Attachment B**) must be signed in ink by an individual authorized to legally bind the respondent.
- If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. The State reserves the right to reject any proposal containing such deviations.

4.2.4 Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent’s involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

4.2.5 Executive Summary

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent’s technical approach and the enhancements proposed for DHS.

The executive summary should not exceed three pages

4.2.6 Technical Approach and Solutions to Scope of Service

The proposal should specify the respondent’s plan for meeting the objectives of the contract. The response should clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent’s efforts, both on-site and at other locations.

Service delivery should be provided in accordance with the **Section 1.2** (Scope of Service), and **Attachment C** (Performance Based Contracting).

4.2.7 Respondent's Background, Experience, and Qualifications

4.2.7.1 Background

Proposals should include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

4.2.7.2 Experience

Respondents should submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

4.2.7.3 Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organization chart and display the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience throughout similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsible and experience on each described project.

For each referenced project or contract, the respondent should provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers).

The business entity must be a corporation, professional association or a limited liability corporation authorized to do business in Arkansas.

The provider will notify DCFS of any changes in personnel impacting the contracted services. Provide will notify DCFS of any changes in its business ownership or corporate structure.

There must not be any pending claims before any state regulatory bodies and the business must be registered with the Arkansas Secretary of State as a corporation, professional association or limited liability. Proof of incorporation and ownership must be submitted with the proposal.

If the Respondent has been a provider of the Department of Human Services in the past, they must be a provider currently in good standing.

The Respondent must be responsible for the reporting of funds received through the Department of Human Services and the payment of all required federal and state taxes accrued through said contract.

Minimum requirements are applicable to subcontractors and subcontracted services.

4.2.7.4 Past Performance

In accordance with provisions of the State Procurement Law and Regulations, R2: 19-11-230(b), DHS MAY use the past performance of a respondent to determine whether the respondent is “responsible”, IF that past performance is supported by documentation that is not greater than three years old and IF that documentation is on file in the Office of State Procurement at the time of the proposal opening. Documentation may be in the form of either a written or electronic report, Vendor Performance Report, memo (signed and dated), or any other appropriate authenticated notation of performance.

4.2.8 Project Management, Organization, and Staffing

The respondent should include a section in its proposal that details the proposed project organization and staffing. This should include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent’s proposal should identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP. **Resumes and licenses shall be submitted for all key personnel proposed to work under the contract if awarded.** The respondent must certify that all personnel named in its proposals shall actually work on the contract in the manner described in their proposal. No changes, substitutions, additions, or deletions shall be made unless approved in advance by the Issuing Officer. In addition, these individuals shall continue for the duration of the contract, except in the event of resignation, termination, or the request of DCFS. In such event, the substitutions with DCFS approval shall be made within thirty (30) days of notice of departure.

The respondent should provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

4.2.8.1 Compliance with the State Shared Technical Architectural Program

The respondent’s solution must comply with the State’s Shared Technical Architecture Program which is a set of policies and standards that can be viewed at <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>.

Only those standards, policies, and best practices which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

4.2.9 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project.

Financial information can include:

- Balance sheet
- Statement of Income
- Statement of change in financial position;
- Notes to financial statements;
- Auditor's reports

4.3 Cost Proposal Requirements

The Cost Proposal shall contain the items identified below. Failure to include these items may, at the sole discretion of the Division/Office, result in rejection of the proposal.

4.3.1 Independent Price Determination

The respondent shall certify on the Statement of Acknowledge (Attachment B) that the price was arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or with any competitor as described in Section 3.11.

4.3.2 Vendor Number and IRS Form W-9

Vendor must include a Tax Identification Number (TIN) on the Statement of Acknowledgement (**Attachment B**). **A social security number will not be accepted.** Respondent shall submit a signed W-9 which shall include a TIN and the name of the business entity as listed with the Secretary of State office and the IRS. If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. Information and necessary forms to obtain a vendor number can be found on the following website:

<http://www.ark.org/vendor/index.html>

4.3.3 Price

The proposed price shall include the services and requirements described in this RFP. Respondent shall include a budget with a cost analysis to support the reasonableness of the price. The price included in the proposal will be the price for the period of the initial award as specified in **Section 1.3**. That price will be the basis of future price applicable for each year of the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.

Services provided under this contract will be reimbursed based on the following method: Actual Cost.

Invoices for monthly billing must be developed on-line through the CHRIS FINANCIAL MODULE @ <https://dhs.arkansas.gov/dcfs/pie/login.aspx>. Invoices along with the certification of compliance should be submitted to the DCFS Central Office by the 10th day of the month. If the 10th day is on a weekend, billing is due no later than the following Monday. Only original signed invoices will be accepted. Contractor will notify DCFS Program Manager of any changes in the business entity, which would include, but not be limited to business entity existence, name of the business, new location of business, new telephone numbers, and contact person.

No payment will be made prior to the delivery of services.

The Contractor must be responsible for the reporting of funds received through the Department of Human Services and the payment of all required federal and state taxes accrued through said contract.

Contractor will not receive any other payment.

4.4 Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

- Complete response submitted using format provided.
- Authorized official to bind respondent has signed the proposal in ink.
- Respondent certifies in Attachment B that the proposal remains valid through the evaluation, selection, and contract period.
- Contains one original and three hard copies of the technical proposal.
- Contains one original and one hard copy of the cost proposal.
- Contains technical proposal on a disk in PDF format.
- Contains cost proposal on a disk in PDF format.
- Technical and cost proposals are sealed separately.
- Respondent provided name and telephone number, including area code, of an authorized person in its company who may be contacted regarding the RFP response.
- Proposal received by the deadline in Section 2.1.
- Envelopes or packages are clearly labeled with the name and number of the RFP as indicated on the cover page of the RFP.
- Technical proposal is completed in its entirety and arranged in the following order:
 - Cover Sheet
 - Table of Contents
 - Statement of Acknowledgement
 - Disclosure of Litigation
 - Executive Summary
 - Technical Approach and Solutions to Scope of Service
 - Background, Experience, and Qualifications
 - Project Management, Organization, and Staffing
 - Financial Disclosure
- Original and all copies are indexed and tabbed with the sections in the previous bullet clearly marked.
- Does not include ancillary information or marketing materials.
- Technical proposal does not state the price figures.
- Proof of registration with the Arkansas Secretary of State as a corporation, professional association or limited liability is included.
- Proof of incorporation and ownership is included with the proposal.
- If respondent is NOT a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership documentation evidencing proof of filing as either a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership with the Arkansas Secretary of State's office is provided.
- If services are to be provided by subcontractors, proposal includes statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap
- If services are to be provided by subcontractors, includes a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price but not listing price.

SECTION 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 4.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The State reserves the right to waive minor irregularities and to reject any and all proposals.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least three highly qualified members to evaluate the merit of the proposals. The Division/Office shall ensure that the evaluation team members are properly trained in their responsibilities. Each team member shall use the approved evaluation tools and forms to review and score each proposal. The Division/Office reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

Based on findings by the evaluation team, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

5.1.3. Evaluation of the Cost Proposals

The third phase is an evaluation of, and awarding of points, for the the Cost Proposal. The evaluation shall determine:

- If the Cost Proposal meets the requirements in Section 4.3.
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct:

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

5.1.4 Ranking Proposals

In the fourth phase, for each proposal, the Issuing Officer or designee shall add the points for the Technical Proposal to the points for the Cost Proposal and shall rank the proposals from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.

5.2 Point Assignment

Points will be awarded per the below specifications and scoring criteria in Attachment F.

Technical Proposal

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	Maximum Weighted Score Possible
Technical Approach and Solutions	60	44	400
Background, Experience, and Qualifications	30	22	200
Project Management, Organization, and Staffing	30	34	300
Totals	120	100.0%	900

The vendor'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

Cost Proposal

When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest yearly total.

The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

A = Lowest Submitted Yearly Total Cost
 B = Proposal's Yearly Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

GRAND TOTAL SCORE

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor.

	Maximum Points Possible
Technical Proposal	900
Cost	100
Maximum Possible Grand Total Score	1,000

5.3 Contract Award Process

The contract will be awarded to the respondent that provides the most effective solution for the price quoted, not necessarily the one with the lowest cost.

ATTACHMENT A

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any respondent to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Respondent shall certify on the Statement of Acknowledgement (Attachment B) that he/she accepts and agrees to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS. Failure to provide this statement will result in rejection of the proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services (“the Department”) agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas’ administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department’s sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

*Reimbursement Method: (Select from the drop-down)

**Payment Limitations: (Select from the drop-down)

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter “None” in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions: Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the

execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.

- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department 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 God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 © (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor’s work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00:

- o The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.
- o The contractor shall include the following in the contract between the Contractor and that Subcontractor:
 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 subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in “Arkansas Department of Human Services Audit Guidelines”. Copies may be obtained from:

Arkansas Department of Human Services
Office of Chief Counsel Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney’s fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;

- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right in invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor

will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

DHS Policy 5005

Contractor shall comply with DHS Policy 5005 prior to implementation of any Information Technology (IT) Systems Secure Development and Testing Training.

Technology Access

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) 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.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas

through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) 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:

- 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;
- Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
- After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- 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;
- Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- Integrating into networks used to share communications among employees, program participants, and the public; and
- 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

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 Act 308 of 2013, if equivalent access is not reasonably available, and 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.

As provided in Act 308 of 2013, 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.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (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 and a central registry 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. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/employee shall be immediately disqualified.

Prohibition against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____

(name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention:

(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as

well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

**ATTACHMENT B
STATEMENT OF ACKNOWLEDGEMENT**

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION #:		EMAIL ADDRESS:	
Check if entity is a minority vendor <input type="checkbox"/>	Check the box that applies: <input type="checkbox"/> State Ag'cy <input type="checkbox"/> Local Gov't <input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit		Check if the respondent is, or has filed for, the status of Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership Yes <input type="checkbox"/> NO <input type="checkbox"/>

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
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PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

- Does this proposal contain confidential information? If "Yes", submit a redacted copy on a disk and explain on an attachment. YES NO
- Has this respondent previously contracted with AR Department of Human Services (DHS)? YES NO
- Has a respondent's principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) or any individuals with ownership interest in the entity been terminated previously from a DHS program or been convicted of Medicare or Medicaid fraud? YES NO
- Does the respondent intend to offer services through a subcontractor? YES NO
- If services are to be provided by a subcontractor, are the required statements attached? YES NO
- Does this proposal contain the required number of copies of the proposal and, a disk in the required format and ,containing all required information? YES NO
- Has the respondent refrained from including pricing information in the Technical Proposal? YES NO
- Does the respondent certify that he/she has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification? YES NO
- Does the respondent certify that it does NOT discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap? YES NO
- Does the person signing this Statement certify that he/she is authorized to make decisions as to, and is responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions? YES NO
- Does the respondent authorize DHS or its agents to verify the financial information requested in this RFP? YES NO
- Does the respondent commit to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract? YES NO
- Does the respondent certify that no attempt has been made, or will be made, to persuade others to, or NOT to, submit proposal? YES NO
- Have you received any amendments to this RFP? If "YES", how many? _____ YES NO
- Does the respondent certify that the proposal remains valid through the evaluation, selection, and contract period? YES NO
- Was the respondent's cost proposal arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor? YES NO

By signature of this form and submission of an application in response to this RFP, the respondent acknowledges that the above statements are true and accurate

Signature by Officer of Organization Authorized to Contractually Obligate	Title	Date

ATTACHMENT C
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

QUALITY SERVICE REVIEW

NOTE: These Performance Based Standards are **EXAMPLES ONLY** and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contractor must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor’s agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor’s performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor’s performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

Performance Measures		
Service Criteria ¹	Acceptable Performance	Results of Insufficient Performance ²
(A) The Contractor performs Quality Services Reviews for the Division of Children and Family Services (DCFS) 1. The Contractor will conduct Quality Service Reviews (QSR) annually in every DCFS Service Area. 2. The Contractor will engage designated DCFS staff in the reviews. 3. The Contractor will review a minimum of 30 cases annually in every Service Area, unless the	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
	100% compliance All products must satisfy	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.

reviews are part of a federally sponsored review and the federal government specifies that fewer reviews be conducted and/or that reviews not be conducted in some Areas. Federally sponsored reviews include Child and Family Services Reviews and QSRs conducted to monitor the DCFS Program Improvement Plan.	federal requirements for timeliness and quality.	DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
4. The Contractor will produce a report highlighting the major strengths and weaknesses found in each Service Area within 30 days of the completion of each review.	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
5. The Contractor will submit the results of each Service Area QSR for inclusion in the annual profile (meta-analysis) for the Area.	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
6. The Contractor will meet with supervisors and caseworkers in each Service Area at least once annually to discuss strengths and weaknesses in casework practice in that Area.	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
7. The Contractor will produce an annual report summarizing the statewide findings from the QSRs and comparing the results from the Service Areas with one another.	100% compliance All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
(B) The Contractor will assist in coordinating DCFS activities for the federal Child and Family Services Review (CFSR). 1. The Contractor will, if DCFS is approved to conduct its own review, conduct the federal review	100% compliance .All products must satisfy federal requirements for timeliness and quality.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.

<p>in conformity with federal guidelines, engaging designated DCFS staff in the reviews.</p>		
<p>2. The Contractor will, if DCFS is not approved to conduct its own review:</p> <ul style="list-style-type: none"> a. coordinate the data collection and analysis activities for the statewide assessment; b. ensure that all case records and other documents required for the review are made available to the federal reviewers in a timely manner; c. to the extent requested by the federal government, provide staff to participate in the review; and d. participate in the development of DCFS Program Improvement Plan (PIP). 	<p>100% compliance</p> <p>All products must satisfy federal requirements for timeliness and quality.</p>	<p>Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
<p>3. The Contractor will monitor DCFS progress on the PIP.</p>	<p>100% compliance</p> <p>All products must satisfy federal requirements for timeliness and quality.</p>	<p>Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
<p>4. The Contractor will draft, for DCFS approval, the quarterly progress report due to the federal government regarding progress on the PIP.</p>	<p>100% compliance</p> <p>All products must satisfy federal requirements for timeliness and quality.</p>	<p>Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>
<p>(C)The Contractor will assist in coordinating DCFS activities under the federal Title IV-E waiver.</p> <p>1. The contractor will convene meetings at Central Office of the lead DCFS staff for each of the initiatives being undertaken under the Title IV-E waiver at least once</p>	<p>100% compliance</p> <p>All federal requirements for the Title IV-E waiver must be met.</p>	<p>Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance.</p> <p>DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.</p>

per month.		
2. The Contractor will ensure the drafting of semi-annual progress reports on all waiver initiatives for approval by DCFS Executive Staff and subsequent submission of the federal government.	100% compliance All federal requirements for the Title IV-E waiver must be met.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
3. The Contractor will periodically alert all DCFS staff and contractors of their obligations under the wavier.	100% compliance All federal requirements for the Title IV-E waiver must be met.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.
4. The Contractor will alert DCFS Executive Staff of any deviations occurring from the federally approved Title IV-E waiver plan.	100% compliance All federal requirements for the Title IV-E waiver must be met.	Less than 100% compliance will result in the contractor being contacted by DCFS to address insufficient performance. DCFS may develop a corrective action plan with the contractor or may withhold payment for services until sufficient performance occurs.

¹Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

² The results set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance of all provisions and performance indicators in this contract shall be determined in the sole discretion of the contracting division. In addition to other remedies identified herein, one or more of the following remedies may be imposed for unacceptable performance of a provision or performance indicator:

1. Contractor will be required to submit and implement an acceptable corrective action plan. Payment may be delayed pending satisfactory implementation of the plan.
2. Payment may be withheld or reduced.
3. The Contract may be terminated.

The remedies listed above are in addition to all others available at law or equity.

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ATTACHMENT D

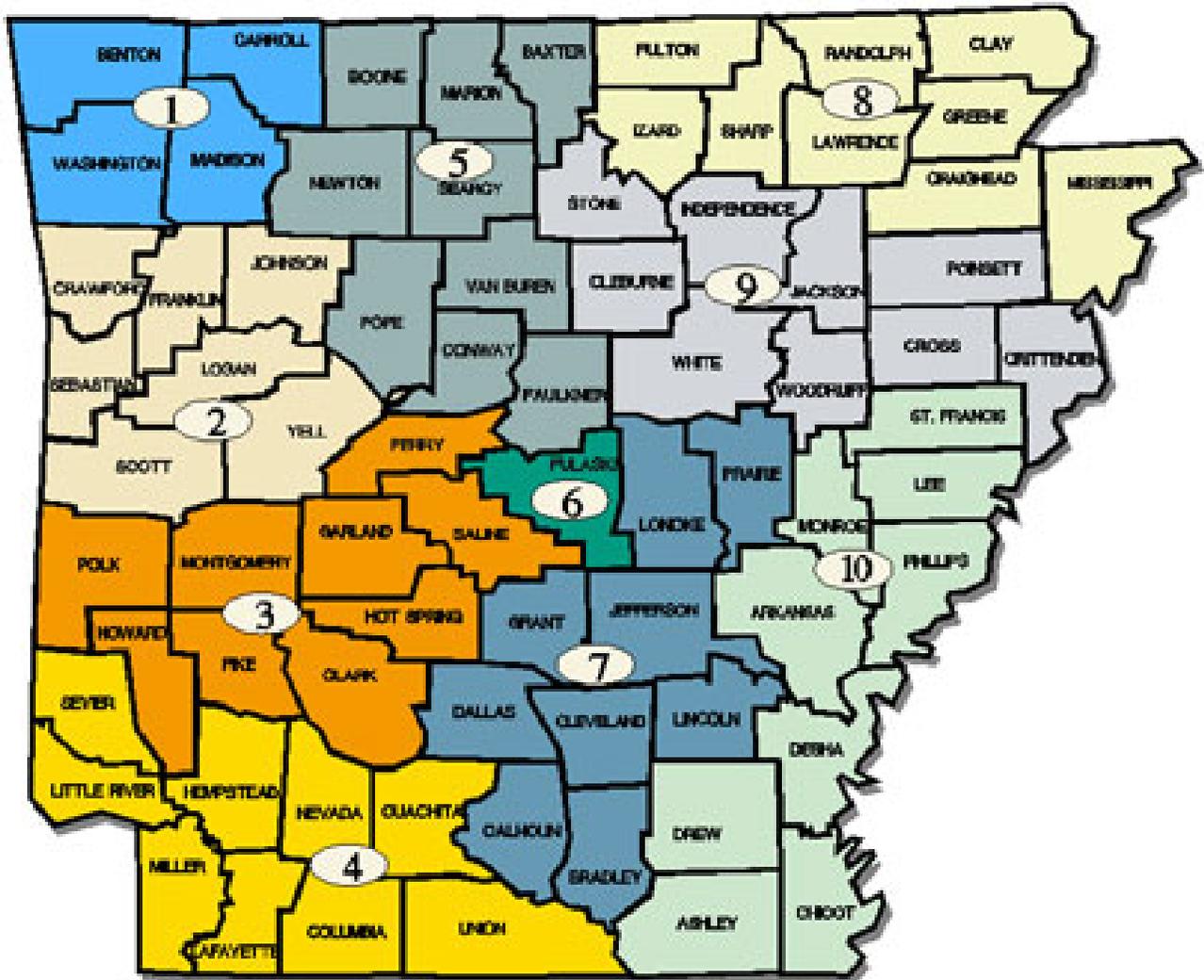
Proposal Cover Sheet

Request for Proposal Name and Number

Respondent's Name

Respondent's Address

Attachment E
DCFS Area Map



**Attachment F
Scoring Criteria**

Pass or Fail Portion- Mandatory Requirements	Pass/Fail
<ul style="list-style-type: none"> <input type="checkbox"/> Complete response submitted using format provided. <input type="checkbox"/> Authorized official to bind respondent has signed the proposal in ink. <input type="checkbox"/> Respondent certifies in Attachment B that the proposal remains valid through the evaluation, selection, and contract period. <input type="checkbox"/> Contains one original and three hard copies of the technical proposal. <input type="checkbox"/> Contains one original and one hard copy of the cost proposal. <input type="checkbox"/> Contains technical proposal on a disk in PDF format. <input type="checkbox"/> Contains cost proposal on a disk in PDF format. <input type="checkbox"/> Technical and cost proposals are sealed separately. <input type="checkbox"/> Respondent provided name and telephone number, including area code, of an authorized person in its company who may be contacted regarding the RFP response. <input type="checkbox"/> Proposal received by the deadline in Section 2.1. <input type="checkbox"/> Envelopes or packages are clearly labeled with the name and number of the RFP as indicated on the cover page of the RFP. <input type="checkbox"/> Technical proposal is completed in its entirety and arranged in the following order: <ul style="list-style-type: none"> <input type="checkbox"/> Cover Sheet <input type="checkbox"/> Table of Contents <input type="checkbox"/> Statement of Acknowledgement <input type="checkbox"/> Disclosure of Litigation <input type="checkbox"/> Executive Summary <input type="checkbox"/> Technical Approach and Solutions to Scope of Service <input type="checkbox"/> Background, Experience, and Qualifications <input type="checkbox"/> Project Management, Organization, and Staffing <input type="checkbox"/> Financial Disclosure <input type="checkbox"/> Original and all copies are indexed and tabbed with the sections in the previous bullet clearly marked. <input type="checkbox"/> Does not include ancillary information or marketing materials. <input type="checkbox"/> Technical proposal does not state the price figures. <input type="checkbox"/> Proof of registration with the Arkansas Secretary of State as a corporation, professional association or limited liability is included. <input type="checkbox"/> Proof of incorporation and ownership is included with the proposal. <input type="checkbox"/> If respondent is NOT a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership documentation evidencing proof of filing as either a Corporation, Limited Liability Company, Limited Partnership, or Limited Liability Partnership with the Arkansas Secretary of State's office is provided. <input type="checkbox"/> If services are to be provided by subcontractors, proposal includes statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating: <ul style="list-style-type: none"> <input type="checkbox"/> The scope of work to be performed by the subcontractor; <input type="checkbox"/> The subcontractor's willingness to perform the work indicated; <input type="checkbox"/> The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap <input type="checkbox"/> If services are to be provided by subcontractors, includes a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price but not listing price. 	

Technical Raw Point Scoring System

10 Point Value Area(s)

- 0 No Response
- 2 Poor Response
- 4 Below Adequate Response
- 6 Adequate Response
- 8 Above Adequate Response
- 10 Exceptional Response

Technical Weighted Score Calculation

- (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

TEAM EVALUATION SCORING TOTALS:

Total Scores:

- I. Technical Approach (out of 400 possible weighted points): _____
- II. Background, Experience, Qualifications (out of 200 possible weighted points): _____
- III. Project Organization and Staffing (out of 300 possible weighted points): _____
- IV. Cost Proposal (out of 100 possible points): _____

Total Possible Grand Score (out of 1000 possible points): _____

Issuing Officer Signature: _____

Team Technical Proposal Evaluation Portion

Respondent: _____ Issuing Officer: _____

TOTAL POSSIBLE RAW POINTS: 120 **TOTAL RAW POINTS AWARDED: _____**

I. Technical Approach and Solutions to Scope of Service (Max 60 raw points available)

Total Raw Points Awarded: ____ / 60 x 400 = ____ / 400 Weighted Score

The proposal should specify the respondent's plan for meeting the objectives of the contract. The response should clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery should be provided in accordance with the **Section 1.2** (Scope of Service), and **Attachment C** (Performance Based Contracting).

A. Ability facilitating the Division's compliance with federal rules and regulations governing child welfare.

Subtotal Points ____ / 10 **Comments:** _____

B. Ability prioritizing for central office and service area managers the deficiencies in existing case practice.

Subtotal Points ____ / 10 **Comments:** _____

C. Ability contributing to improvement in case practice performance by assisting service area managers in developing corrective action plans

Subtotal Points ____ / 10 **Comments:** _____

D. Ability performing Quality Services Reviews for the Division of Children and Family Services (DCFS).

Subtotal Points ____ / 10 **Comments:** _____

E. Ability assisting coordination of DCFS activities for the federal Child and Family Services Review (CFSR).

Subtotal Points ____ / 10 **Comments:** _____

F. Ability assisting coordination of DCFS activities under the federal Title IV-E waiver.

Subtotal Points ____ / 10 **Comments:** _____

II. Respondent's Background, Experience, and Qualifications (Max 30 raw points available)

Total Raw Points Awarded: ____ / 30 x 200 = ____ / 200 Weighted Score

G. Proposal includes details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts.

Subtotal Points ____ / 10 **Comments:** _____

H. Proposal includes a minimum of three letters of recommendation from three different sources or gives an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHS reserves the right to contact the references submitted as well as any other references which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent (within the last three years) contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six months prior to the proposal submission date;
- They shall not be from current DHS employees

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

Subtotal Points ____ / 10 **Comments:** _____

I. Proposal includes the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers.)

Subtotal Points ____ / 10 **Comments:** _____

III. Project Management, Organization, and Staffing (Max 30 raw points available)

Total Raw Points Awarded: ____ / 30 x 300 = ____ / 300 **Weighted Score**

J. Proposal includes a section in its proposal that details the proposed project organization and staffing. This should include project organization charts showing all proposed personnel by job title and lines of supervision. The proposal identifies key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

Subtotal Points ____ / 10 **Comments:** _____

K. Resumes and licenses are included for all key personnel proposed to work under the contract if awarded.

Subtotal Points ____ / 10 **Comments:** _____

L. Proposal includes details of the intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to DHS, respond to requests by DHS, and interact and coordinate with other involved parties.

Subtotal Points ____ / 10 **Comments:** _____

Team Cost Proposal Evaluation Portion

I. Cost Proposal (Max 100 points available)

Total Points Awarded: _____

- A. The proposal includes cost for the services and requirements described in the RFP. Respondent shall include a budget with a cost analysis to support the reasonableness of the price. The price included in the proposal will be the price for the period of the initial award as specified in Section 1.3. That price will be the basis of future price applicable for each year of the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.

COST SCORING

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest yearly total.
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

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

- A = Lowest Submitted Yearly Total Cost
- B = This Proposal's Yearly Total Cost
- C = Maximum Points for Lowest Total Cost
- D = Total Cost Points Received