

Open-Ended RFQ Contact Information Sheet

- *This document has been provided for informational purposes only.*
- *The OSP Contact Information provided below is specific to the referenced RFQ and is subject to change.*

RFQ Number: SP-12-0244

Description: Psychological Services

OSP Buyer: Judy Shirley, CPPB
501-324-9314
Judy.shirley@dfa.arkansas.gov

OSP Main Phone: 501-324-9316
OSP Website: <http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the *Solicitation* is open. This *Solicitation* will remain open for submission of responses for a period of up to seven (7) years from the issuance date of June 14, 2012. The State **shall** have the right to close/end this *Bid Solicitation* for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 1

Addendum Issued: February 17, 2016
RFQ Number: SP-12-0244
Description: Psychological Service

All changes shown below by virtue of this Addendum are a permanent revision to the referenced RFQ

- Delete the Office of State Procurement Contact Information section on page one (1) of the RFQ and replace with the following.

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OSP Buyer: Contact information for the OSP Buyer is provided on the Open-Ended RFQ Contact Information Sheet posted along with this RFQ

OSP Main Number: 501-324-9316
OSP Website: http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx

- Delete 1.2 Issuing Office and replace with the following:

1.2 Issuing Office

OSP, as the issuing office, is the sole point of contact throughout the life of this solicitation. Contact information for the OSP Buyer is provided on the Open-Ended RFQ Contact Information Sheet posted along with this RFQ. Buyer contact information is subject to change and shall be updated by OSP on as needed basis; an addendum shall not be required to revise this information.

By signature below, vendor agrees to and shall fully comply with all Requirements as shown in this Addendum. Failure to return this signed addendum may result in rejection of your response.

Company: _____
Authorized Signature: _____ Title: _____
Use Ink Only.
Printed/Typed Name: _____ Date: _____

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

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-12-0244	Date: 06/01/2012
Commodity: Psychological Service	Buyer: Lee Costley
For: Arkansas Department of Community Correction	Initial RFQ Opening Date & Time: 06/14/2012 @ 1:00 P.M. CT This solicitation is open ended. RFQ's may be submitted any time during the year or authorized renewal period.

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

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

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222	PROPOSAL OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
TELEPHONE NUMBER: 501-324-9316	

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Federal Employer ID Number: _____ Social Security Number: _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN RFQ REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

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GENERAL DESCRIPTION:	Psychological Service
TYPE OF CONTRACT:	Term
BUYER:	Lee Costley
AGENCY P.R. NUMBER	1000593332

MINORITY BUSINESS POLICY

Minority participation is encouraged in this and in all other procurements by State agencies. "Minority" is defined by Arkansas Code Annotated § 15-4-303 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Respondents unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American Hispanic American American Indian
 Native American Asian Pacific Islander Service Disabled Veteran

AR Certification number _____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.ar.us, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

ACT 157 OF 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS

Pursuant to Act 157 of 2007, all vendors must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Vendors shall certify online at: http://www.arkansas.gov/dfa/procurement/pro_index.html

ALTERATION OF ORIGINAL RFQ DOCUMENTS

The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

REQUIREMENT OF AMENDMENT

THIS PROPOSAL MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the proposal prior to submission. There will be no addendums to a proposal 72 hours prior to the proposal opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the proposal solicitation documents. Proposal documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late proposals

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and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which solicitation the submission is intended.

ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's response. In signing and submitting his proposal, a vendor agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

PROPRIETARY INFORMATION

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

ANTICIPATION TO AWARD

After complete evaluation of the proposal, the anticipated award will be posted on the OSP website (<http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific RFQ timeframe in which vendors and agencies are aware of the anticipated award. The proposal 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 (14) day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php .

PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation 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, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

VISA ACCEPTANCE:

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful respondent may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred, but is not the exclusive method of payment.

OUTSTANDING TAX LIABILITY

Bidders must disclose the existence, as of the date of bid submission, of any unsatisfied lien, certificate of indebtedness, certificate of assessment, writ of execution, writ of garnishment, business closure order, civil action, or other indication of delinquency against Bidders for any outstanding tax liability owed by Bidders to any state taxing authority. Bidders acknowledge that a search of public records may be conducted to discover the existence of any unsatisfied tax assessments. Bidders further acknowledge that any unsatisfied liens, certificates of indebtedness, certificates of assessment, writs of execution, writs of garnishment, business closure orders, civil action, or other indication of

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delinquency for any outstanding tax liability owed by Bidders may result in Bidders being deemed non-responsible and their Proposals rejected.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Vendors should complete the Disclosure Forms posted with this proposal.

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SECTION 1 - GENERAL INFORMATION

1.0 INTRODUCTION

This is a Request for Qualifications for a professional service for the delivery of psychological services.

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this Request for Qualifications (RFQ) on behalf of the Arkansas Department of Community Correction. The issuing office is the sole point of contact in the State of Arkansas for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer, Lee Costley at (501) 324-9318 or lee.costley@dfa.arkansas.gov.

1.2 CAUTION TO VENDORS

- A. During the time between the proposal opening and contract award, any contact concerning this RFQ will be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
- B. Vendors **must** submit **one (1) signed original proposal** on or before the date specified on page one of this RFQ. The vendor should submit three (3) complete copies (marked copy) of the signed RFQ proposal response, and one (1) electronic version of the proposal response, preferably in MS Word/Excel format, on CD or flash drive. Failure to submit the required number of copies with the proposal may be cause for rejection. If the Office of State Procurement requests additional copies of the proposal, they **must** be delivered within twenty-four (24) hours of request.
- C. For a proposal to be considered, an official authorized to bind the vendor to a resultant contract **must** have signed the proposal.
- D. If a contract is issued as a result of this RFQ, all official documents and correspondence shall be included as part of the resultant contract.
- E. The State Procurement Official reserves the right to award a contract or reject a proposal for any or all line items of a proposal received as a result of this RFQ, if it is in the best interest of the State to do so. Proposals will be rejected for one or more reasons not limited to the following:
 1. Failure of the vendor to submit his proposal(s) on or before the deadline established by the issuing office.
 2. Failure of the vendor to respond to a requirement for oral/written clarification, presentation, or demonstration.
 3. Failure to sign the Official RFQ document.
 4. Any wording by the offeror in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
 5. Failure of any proposed service to meet or exceed specifications.

1.3 RFQ FORMAT

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

1.4 ACCOUNTING PROVISIONS

In the event of any resulting contract, the Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.5 PROPRIETARY INFORMATION

Proprietary information submitted in response to this RFQ will be processed in accordance with applicable State of Arkansas procurement procedures. Documents pertaining to the RFQ become the property of the State and shall be open to public inspection subsequent to RFQ opening. It is the responsibility of the Vendor to identify all proprietary information. **The**

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vendor should submit one complete copy of the proposal from which any proprietary information has been removed, i.e., a redacted copy. The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be **submitted on a CD or flash drive**. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If you do not send a redacted copy your entire proposal will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.6 RESERVATION

This RFQ does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a proposal in response to this request, or to procure or contract for any service. The State reserves the right to accept or reject, in part or in its entirety, any or all proposals received as a result of the RFQ, if it is in the best interest of the State to do so.

1.7 CLARIFICATION OF RFQ

Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. Questions should be addressed to Lee Costley at 501-324-9318.

1.8 CONTRACT INFORMATION: IN THE EVENT A CONTRACT IS AWARDED AS A RESULT OF THIS RFQ THE FOLLOWING (1.8 – 1.13) WILL APPLY:

- A. The State of Arkansas may not contract with another party:
 - 1. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - 2. Upon default, to pay all sums to become due under a contract.
 - 3. To pay damages, legal expenses or other costs and expenses of any party.
 - 4. To continue a contract once the equipment has been repossessed.
 - 5. To conduct litigation in a place other than Pulaski County, Arkansas.
 - 6. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- B. A party wishing to contract with the State of Arkansas should:
 - 1. Remove any language from its contract which grants to it any remedies other than:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - 2. Include in its contract that the laws of the State of Arkansas govern the contract.
 - 3. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.9 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ". The words "respondent" "vendor" and "offeror" are used synonymously in this document. The word "contractor" refers to the vendor selected for any contract resulting from this RFQ. The word "Agency" or "Department" refers to the Department of Community Correction.

1.10 CONDITIONS OF CONTRACT

The successful vendor shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of any resulting contract which in any manner affect the completion of the work. The successful vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful vendor.

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1.11 PUBLICITY

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

1.12 CONFIDENTIALITY

The vendor shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of tasks as a result of any contract that may be issued from this RFQ. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of any resulting contract.

1.13 CANCELLATION

In the event the State no longer needs the services specified in the RFQ and any resulting contract or purchase order due to program changes, changes in laws, rules, or regulations, or relocation of offices, the State may cancel any resulting contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation. Funding for any contract resulting from this RFQ is contingent upon availability and appropriation of funds.

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SECTION 2 - ADMINISTRATIVE OVERVIEW

2.1 PURPOSE

PSYCHOLOGICAL SERVICES FOR PRE-EMPLOYMENT OF OFFICERS

This solicitation is a multi-vendor request for qualifications. The Arkansas Department of Community Correction (DCC) is issuing a Request for Qualifications for a professional service for the delivery of psychological services for its employees. OSP will verify that proposals meet minimum mandatory requirements. DCC will review the submission based on the criteria outlined in this document. This RFQ will result in a Qualified Vendors List. The list shall be established for one year beginning July 1, 2012 through June 30, 2013, with six (6) one (1) year extensions or a portion thereof. Vendors may be added as they become qualified through the Office of State Procurement. The successful vendor(s) will provide "conditional officer to hire" screening/evaluations services for a pre-determined fee of \$150.00 per combined screening and evaluation per potential employee.

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SECTION 3 - SCOPE OF SERVICES

Post conditional offer to hire screening/evaluation examinations as follows:

The Arkansas Department of Community Correction requires a psychological examination of all prospective Parole & Probation officers. This examination is given after an offer of employment is made to the individual. The purpose of the exam is to rate the employee's ability to function in the job classification they are being hired for. As a result of the exam, the job offer could be withdrawn.

PCYCHOLOGICAL EXAMINATION REPORT:

Regulations require that applicants be examined for emotional stability by an individual licensed to practice psychiatry or psychology and qualified to perform such evaluations in the State of Arkansas. The emotional stability to withstand the pressures of modern law enforcement work is an essential qualification for applicants for law enforcement services and although psychological test and interviews have recognized limitations, many personality defects can and are identified through screening by trained professionals.

1. All applicants will be examined to determine emotional stability.
2. No person will be eligible for certification if they have any condition listed in the Diagnostic and Statistical Manual III (DSMIII) of the American Psychiatric Association which would limit the police officer's ability to cope with the stress of modern day police work such as:
 - a. Any organic mental disorder or organic brain syndrome that currently results in impairment in memory, cognitive functions, judgment and personality.
 - b. Any substance use such as alcohol, barbiturate, opium, cocaine, amphetamine, hallucinogenic and cannabis which impairs social or occupational functioning due to an inability to control use or stop taking the substance and the development of serious withdrawal symptoms after cessation or reduction in substance use. Previous substance use should be in remission for three (3) years.
 - c. Any psychotic reaction showing disturbance in content of thought involving delusions, fragmented thoughts, distortions of reality, breakdown of ego defenses or hallucination. Any previous psychotic episodes should be in remission for three (3) years and be currently evaluated as showing no residual symptoms.
 - d. Any neurotic disorder such as excessive anxiety, panic, convulsions which would indicate that irrational behavior would occur under stress.
 - e. Any impulse control problem particularly with anger having resulted in husband/wife or child abuse or revealed in explosive outbreaks.
 - f. Any environmental stresses such as divorce, loss of job, business difficulty, death in family, can result in maladaptive reactions resulting in either impairment in social or occupational functioning that are in excess of a normal and expected reaction.
 - g. Any personality disorder showing a pervasive and unwarranted suspicion and mistrust of people, hypersensitivity, emotional coldness and aloofness resulting in an ability to make and maintain relationships. Any history of continuous and chronic anti-social behavior.

PROCEDURES:

1. An actual interview and psychometric evaluation will be utilized:
 - a. The employing agency will determine the examiner to be utilized.
 - b. Applicants will complete any preliminary history forms required by the examiner. The applicant will provide the examiner with a release of information to the potential employing authority.
 - c. The results of the first examination will be binding. When the original examiner determines that additional tests are needed the additional tests or interviews will be considered a part of the original examination. If extenuating circumstances exist that create a doubt as to the validity of the results of the first examination, the employing agency may petition the Commission for the approval of a second examination to be administered by a different examiner.
 - d. The psychometric evaluation shall include the standardized test Minnesota Multiphasic Personality Inventory, or other test that may be necessary such as, Bender Gestalt and Rorschach or the equivalent of each test as are appropriate and are validated by proper authority to evaluate personality traits and other mental health characteristics. These tests will be interpreted by licensed qualified individuals to assure results.
 - e. During the diagnostic interview, the examiner will evaluate each individual sufficiently for any evidence of disorganized or unclear thinking, of unusual thought control; of undue suspiciousness or of apathy or "strangeness" and any discovered

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- evidence will be noted. Any unusual emotional expression such as depression, expansiveness, withdrawal or marked anxiety, which is out of keeping with the content of the interview will be noted and carefully evaluated.
2. The results of the evaluation will be recorded. A report of the evaluation will be forwarded to the Internal Affairs Administrator at DCC either by email with confidential as subject or in a confidential envelope. The report will be signed by a licensed psychologist or psychiatrist designating the applicant as RECOMMENDED or NOT RECOMMENDED. The results of the test or interviews administered by licensed psychological examiners must be reviewed and counter signed by either a licensed psychologist or psychiatrist.
 3. The evaluation will be retained by the Internal Affairs Administrator at DCC and must be available for examination at any reasonable time by representatives of the Commission.
 4. All services shall be provided in accordance with applicable laws and nationally accepted professional standards.
 5. All employee files shall remain confidential.
 6. Send all reports by confidential email or confidential envelope to the address or email specified in the award document.

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SECTION 4 - RFQ SUBMISSION REQUIREMENTS

4.0 INFORMATION REQUIREMENTS

The following criteria **must** be included in the proposal submission for evaluation:

- A. Provide a brief summary general description of your firm's practice in the subject matter areas covered by this RFQ, including the size and scope of the practice and any other resources of your firm which are relevant to your practice in those areas. Describe your company's experience administering and interpreting the Minnesota Multiphastic Personality Inventory, Bender Gestalt, Rorshach and any equivalent tests.
- B. All persons who will be administering and interpreting tests as described in this RFQ must submit proof of having at least five (5) years previous experience working with law enforcement in the area of psychological services, specifically including law enforcement psychological assessment techniques and at least two (2) years experience in psychological test interpretations. If an individual or company, provide a resume and biographical sketch describing each person's education and experience administering and interpreting the Minnesota Multiphastic Personality Inventory, Bender Gestalt, Rorshach and any equivalent tests. Include any previous contracts for such evaluation and names with contact information of person(s) who administered these contracts for purposes of verification.
- C. All persons who will be administering and interpreting tests as described in this RFQ must be located within the State of Arkansas and be licensed to practice psychiatry or psychology in the State of Arkansas. Submit copy of license(s) with RFQ response.
- D. Using the attached regional map of Arkansas, indicate the region in which you are located. _____
- E. State whether your response excludes any services contemplated by the RFQ set forth within SECTION 3, SCOPE OF SERVICES.

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SECTION 5 – ATTACHMENTS

- A.** Contract and Grant Disclosure and Certification Form
- B.** State Regional Map

All attachments are posted on the State website as separate documents along with the RFQ.

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RFQ STANDARD TERMS AND CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the Request for Qualifications override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
- 3. BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
- 4. PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
- 5. QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
- 6. BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
- 7. GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
- 9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
- 10. AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

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- 12. AWARD:** Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties there under delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the

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bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

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

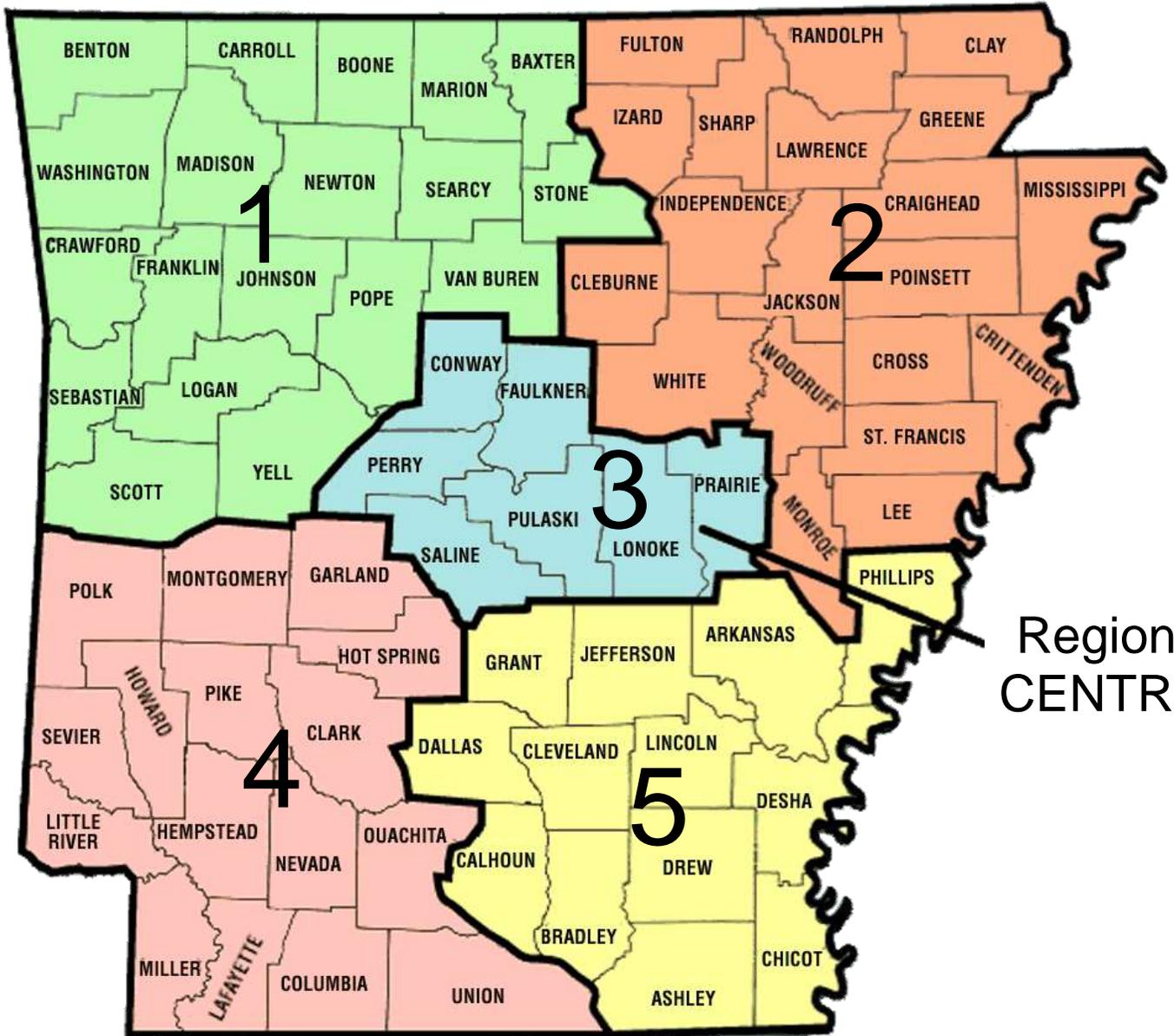
27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

REGIONAL MAP

Region 1
NORTHWEST

Region 2
NORTHEAST



Region 3
CENTRAL

Region 4
SOUTHWEST

Region 5
SOUTHEAST