

90674State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATION

RFQ Number: SP-11-0120	Buyer: Judy Shirley
Commodity: Qualified Vendor to Provide Substance Abuse Treatment Services Agency: Arkansas Department of Community Correction	This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period, January 1, 2011 through December 31, 2011.
Date: December 9, 2010	

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

Vendors are responsible for delivery of their RFQ documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFQ. When appropriate, vendors should consult with delivery providers to determine whether the RFQ 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.

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

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED RFQ's WILL NOT BE CONSIDERED

Federal Employer ID Number

or 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 *

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000530760

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DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit submissions at the place, and on or before the date and time, set in the RFQ solicitation documents. RFQ documents received at the Office of State Procurement after the date and time designated for opening are considered late submission's and shall not be considered. Submission documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFQ the submission is intended.

MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 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. Vendors 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_____

AR Certification number: _____

LANGUAGE: Submissions will only be accepted in the English language.

REQUIREMENT OF ADDENDUM: THIS RFQ 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 RFQ prior to submission. There will be no addendums to a submission 72 hours prior to the RFQ 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.

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/Vendor'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.

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 submittal, 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 an RFQ, shall be grounds for rejecting a submission.

ACT 157 OF 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to Act 157 of 2007, all vendor's 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. Vendor's shall certify online at:
<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

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.

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EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Vendors should complete the Disclosure form posted with this RFQ.

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 submittal 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: In the event of a contract award, vendors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful vendor 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.

SECTION 1: GENERAL INFORMATION

1.0 INTRODUCTION

The Arkansas Department of Community Correction (DCC), seeks to qualify multiple vendor(s) for Domestic Violence Groups Mental/Psychological Evaluations, Counseling, and/or other medication stabilization.

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFQ for Arkansas Department of Community Correction (DCC). The issuing office is the sole point of contact in the State for the selection process.

1.2 CAUTIONS TO VENDOR

- A. For a submission to be considered, an official authorized to bind the vendor to a resultant contract must have signed the original RFQ that is submitted.
- B. Vendor(s) must submit three (3) copies (marked copy) of the submission, one of which must be an electronic version, preferably in MS Word format, on CD or flash drive. Failure to submit the required number of copies with the submission may be cause for rejection. If the Office of State Procurement request additional copies of the submission, they must be delivered within twenty-four (24) hours.
- C. All official documents and correspondence shall be included as part of any resultant contract.
- D. The State Procurement Official reserves the right to reject this RFQ, if it is in the best interest of the State to do so. Submissions will be rejected for one or more reasons, including but not limited to, the following:
 1. Failure to provide three (3) vendor references for required services as licensed. (see Attachment 1)
 2. Failure to sign the Official RFQ.
 3. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in this RFQ.
 4. Failure of any proposed services to meet or exceed a requirement as outlined in this RFQ.

1.3 RFQ FORMAT

Any statement in this document that contains the word "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the vendor to satisfy that intent will cause the submission to be rejected. **It is recommended that qualified vendors 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.

1.4 QUALIFICATION TERM

The term of the qualified vendor list shall be for one (1) year beginning, January 1, 2011 through December 31, 2011. The qualified vendor's list may be mutually renewed for four (4) additional one (1) year terms or a portion 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. It is the responsibility of the Vendor to identify all proprietary information. **The vendor must submit one complete copy of the submission 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 submission 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 submission in response to this request, or to procure or contract for service. The State reserves the right to accept or reject, in part or in its entirety, any or all submissions received as a result of this RFQ, if it is in the best interest of the State to do so.

1.7 CLARIFICATION OF RFQ AND QUESTIONS

If additional information is necessary to enable vendors to better interpret the information contained in the RFQ, written questions will be accepted until the close of business December 15, 2010. Vendor questions submitted in writing will be consolidated and responded to by the State. The consolidated written state response will be posted on the OSP website on or before the close of business on December 20, 2010. Questions should be sent to the State's buyer, Judy Shirley, at judy.shirley@dfa.arkansas.gov. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at Vendor's risk.

1.8 PRIME CONTRACTOR RESPONSIBILITY

In the event a contract is issued as a result of this RFQ, the following shall apply:

- A.** The selected vendor(s) will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
- B.** DCC reserves the right to interview the key personnel assigned by the successful vendor to a project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. All such request must be submitted to OSP prior to making any request to the vendor.
- C.** DCC reserves the right to approve subcontractors for a project and to require primary contractors to replace subcontractors who are found to be unacceptable. All such request must be submitted to OSP prior to making any request to the vendor.
- D.** If any part of the work is to be subcontracted, vendor must submit a list of subcontractors, including:
 - 1. firm name and address,
 - 2. contact person,
 - 3. complete description of work to be subcontracted, and
 - 4. descriptive information concerning subcontractor's organizational activities.
- E.** The vendor shall give the Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor by any subcontractor which, in the opinion of the vendor, may result in litigation related in any way to the contract or the State.

1.9 CONTRACT INFORMATION

In the event a contract is issued as a result of this RFQ, the following will apply:

- A.** The State of Arkansas may not contract with another party.
 - 1. Upon default, to pay all sums to become due under a contract.
 - 2. To pay damages, legal expenses or other costs and expense of any party.
 - 3. To continue a contract once the service has been cancelled.

4. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
5. To conduct litigation in a place other than Pulaski County, Arkansas.

B. A party wishing to contract with the State of Arkansas shall:

1. Include in its contract that the laws of the State of Arkansas govern the contract.
2. Acknowledge in its contract that contracts become effective when awarded by the State Procurement Official.

1.10 DEFINITION OF TERMS

The Office of State Procurement (OSP) has made every effort to use industry-accepted terminology in this RFQ and it will attempt to further clarify any point or item in question. The term vendor, responder and contractor are used synonymously in this document.

1.11 CONDITIONS OF CONTRACT

If a contract is issued to a qualifying vendor(s) as a result of this RFQ, that 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 a contract which in any manner affect the completion of the work. The qualified vendor(s) shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from, or based upon, the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the qualified vendor(s).

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered, or to be used in the installation of, deliverables. At no time will the State be responsible for, or accept liability for, any vendor-owned items.

1.13 QUALIFICATIONS

Vendors meeting all requirements of this RFQ will be placed on the qualified vendor list.

1.14 PUBLICITY

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

1.15 CONFIDENTIALITY

The qualified vendor(s) shall be bound to confidentiality of any information of which its employees may become aware during the course of performance of contracted tasks. In the event a contract is awarded, consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of any resulting contract.

1.16 CANCELLATION

In the event the State issues a contract as a result of this RFQ but finds it no longer needs the qualified vendor(s) for the service or commodity specified in the contract due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of appropriated funding, the State may cancel by giving the contractor written notice of such cancellation (30) days prior to the date of cancellation.

1.17 RECORDS

The Vendor(s) shall be required to maintain all pertinent financial and accounting records and evidence pertaining to any resulting 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.

1.18 NEGOTIATIONS

As provided in this RFQ and under regulations, discussions may be conducted with qualified vendors determined to be reasonably susceptible of being selected for a contract for the purpose of obtaining clarification and negotiation of contract terms and conditions.

SECTION 2: SPECIFIC REQUIREMENTS

2.0 SCOPE

This document sets forth requirements for multiple, qualified vendors capable and willing to provide Domestic Violence Groups Mental/Psychological Evaluations and medication stabilization for the Arkansas Department of Community Correction (DCC) as identified herein. Vendor(s) must meet the minimum qualifications listed in this Request for Qualifications (RFQ). Vendors should address all of the requirements for qualification.

2.2 PROJECT INFORMATION

The goal of this RFQ is to develop a list of qualified vendors, licensed as Mental Health providers.

The Department of Community Correction may add qualified vendors at any time during the term or an authorized extension. The qualification period will be for one year beginning January 1, 2011 through December 31, 2011 with an option to extend in one year increments up to four (4) years. Providers may submit qualifications at any time during the year, or any extension period.

The Arkansas Department of Community Correction (DCC), acting as a fiscal agent for the 5th Judicial District Drug Court Treatment Program, is soliciting responses from community-based service providers who are licensed and willing to provide "Domestic Violence Group Counseling and/or Psychological Evaluations" that is ordered by a judicial circuit drug court.

2.3 VENDOR REQUIREMENTS

In order to become qualified, vendor(s) must meet the following requirements.

- A. Be approved by the Department of Community Correction (DCC) and the Office of State Procurement (OSP), as a qualified vendor.
- B. Be appropriately licensed for one or more of the services as described below:
 - 1. Domestic Violence Group Counseling.
 - 2. Mental Health Psychological Evaluations
 - 3. Medication Stabilization.
- C. **Must have** National Accreditation
 - 1. CARF (Commission on Accreditation of Rehabilitation facilities; or
 - 2. JCAHD (Joint Commission on the Accreditation of Healthcare Organization)

2.3.1 RFQ SUBMISSIONS:

Submissions must include the following;

- 1. One copy of the respondent's signed response to RFQ.
- 2. Brief summary of how services are provided and proof of appropriate national accreditation for those services.
- 3. Vendor must submit (3) references. (See Attachment 1)
- 4. Appropriate Licenses – See Below

License by Dept of Community Correction (DCC) - information on the licensure process is on the DCC website at www.dcc.state.ar.us.

Licensed by the Office of Alcohol and Drug Abuse Prevention (ADAP) for substance abuse treatment.

Licensed by the Division of Behavioral Health Services (DBHS) for mental health treatment.

2.4 SERVICE PROVIDER REQUIREMENTS/GUIDELINES

- a. The environment for domestic violence counseling, evaluations, and medication stabilization shall be consistent with state, federal and local laws and shall not conflict with the conditions of community supervision or the court.
- b. Offender referrals will be made only to service providers who meet the requirements of this RFQ.
- c. The provider will bill DCC on a monthly basis for actual services rendered, utilizing an invoice (provided on the DCC web page, www.dcc.state.ar.us) containing documentation agreed upon by the circuit drug court judge and DCC.
- d. Payment will be based upon receipt of an original invoice for services rendered and a copy of the Drug Court Judge's order with the offender's signature. DCC shall not assume financial responsibility for services rendered by providers to persons without proper documentation.
- e. The DCC obligation to reimburse providers is limited by the amount of a federal grant provided by funding for the specific purpose of the payment of treatment costs as described herein. Under no circumstances will DCC be financially responsible for reimbursing providers for the costs of treatment once the appropriation and funding provided by the USDOJ, OJP, Bureau of Justice Assistance is exhausted. The provider must exhaust the drug court client's financial resources (Medicare, Medicaid, private insurance, etc.) prior to billing DCC for services described herein.
- f. The service provider shall keep accurate records of costs incurred and individualized services provided to offenders participating in the program.
- g. The service provider shall provide activity reports to the referring drug court team in a format and time specified by the judge. The report format will include, at minimum, such items as a client's social security number, race, sex, supervision area, referring DCC office, types of service rendered, provider name and facility location, admission date, diagnosis, treatment, progress, discharge summary, discharge date, recommendations, etc. A uniform release form that is implemented initially to include services provided under the contract, so that client treatment information and documents may be released to the drug court team.
- h. Providers shall coordinate with and provide information to drug court team members through regular contact (meetings, telephone, etc.) regarding case management, offender progress, and aftercare plans. Appointments for services shall be made only through DCC Drug Court Advisor or other designated staff person.
- i. The provider shall have an order from the referring drug court judge before services can be rendered. A copy shall be maintained in the offender's treatment files for tracking and verification purposes.
- j. The provider must notify the drug court advisor of any intended termination of services due to violence or other incidents of a serious nature before a client is dismissed.
- k. The provider must maintain a record of all treatment services provided, incidents, rule infractions, and progress notes in the offender's record before discharge or action can be taken against the client.
- l. Service providers will immediately notify the drug court judge and DCC supervision officer when a client walks away from treatment or fails to report to treatment as required.
- m. Service providers shall provide quality treatment services in a professional, ethical, and effective manner according to established state standards.
- n. Service provider must comply with the State disclosure requirements (established by Governor's Executive Order), and the Prison Rape Elimination Act.

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- o. Services for domestic violence must be provided to the client the same day as the court orders treatment.
- p. When possible, a family member must be a part of the treatment process (i.e., family therapy, group discussions, etc.).
- q. The provider will provide monthly and annual reports to DCC and the drug court judges, including but not limited to, number of drug court admissions, number completing the program successfully, client demographics, number of treatment days and type of services, number and type of terminations, number of clients scheduled for services but did not report to the treatment facility, etc.
- r. The provider will meet with drug court team members as requested.
- s. The drug court judge is the authority for deciding the type of services a client will receive. The judge may order a psychological evaluation, without court, prior to determining the services to which he/she will order the client.

2.5 TARGET POPULATION

Male and female clients, including but not limited to, adults and adolescents, under DCC supervision that are active participants in 5th Judicial District Drug Court Treatment Program and who have been ordered into treatment by the judge from that drug court.

2.6 ACTS OF VIOLENCE

Immediate dismissal of clients from treatment is not an option for the service provider unless the offender commits an act of violence (verbal/physical and/or destruction of property), sexual assault, use or abuse of drugs or alcohol. If a client commits a verbal threat or physical act of violence, local law enforcement and the drug court supervising officer must be contacted immediately. This information shall also be immediately reported to the drug court judge by the supervision officer.

2.7 SERVICES TO CLIENTS

Treatment includes any or both of the following services:

1. Mental health/psychological evaluation. One per client in a twelve (12)-month period.
2. Domestic violence counsel. Group session of two(2) hours per session and not to exceed 8.75 hours per client
3. Medication stabilization not to exceed three (3)days per client

2.8 INDIVIDUAL OUTPATIENT SERVICE

Counseling care provided to a drug court client in an outpatient environment. Outpatient services provided to the client only.

2.9 REIMBURSABLE SERVICES

The cost for residential treatment services to drug court clients shall be as specified in the contractual agreement and approved by Department of Community Correction (DCC) and by the drug court judge, not to exceed the following maximum reimbursable cost for a specific service per offender per day (up to the established limits per drug court client and contingent upon availability of grant funds):

A. Vendor may be awarded a contract for one or more of the services listed below:

1. Psychological Evaluation: \$210.00(maximum one per client)
2. Outpatient Group: \$60.00 (per 2-hour group)
3. Medication Stabilization: \$75.00 (per day, maximum 3-day per client)

Note: Client may access these services when ordered by the court.

B. Any agreements established on costs other than those listed above shall be filed with the DCC Deputy Director for Administrative Services, Department of Community Correction, 105 West Capitol, Two Union National Plaza, 2nd Floor, Little Rock, Arkansas, 72211, prior to presenting invoices for payment. Invoices shall be forwarded to the DCC Administrative Assistant NO LATER THAN THE 10TH OF EACH MONTH, who will provide a copy to the judge, at each DCC drug court office for validation of services rendered. Following validation, invoices will be forwarded to the DCC Purchasing Manager, at the above address, for payment, not to exceed budget limits/funding levels for treatment services for that specific drug court.

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C. Assessment fees are not reimbursable.

STANDARD TERMS & CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid 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.

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

12. AWARD: Term 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 thereunder 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

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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 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 thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the 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.

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Failure to complete all of the following information will result in a default offer and a contract lease purchase agreement or contract award with any Arkansas State Agency.

Subcontractor: Yes NO

Subcontractor Name:

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

TAXPAYER ID NAME:

SI - STATE
 Goods? Services? Both?

STATE: _____

ZIP CODE: _____

COUNTRY: _____

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if you, your spouse or the employer, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Departmental Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (Y) or No (N)	Name of Position of Job Held (position, representative, name of trust commission, club, etc.)	For How Long? (From M/Y to M/Y)	What is his job title and how did they relate to you? (i.e., Jane D. Hunt, spouse, John D. Hunt, Jr., child, etc.)	Relationship
General Assembly	<input type="checkbox"/>				
Departmental Officer	<input type="checkbox"/>				
State Board or Commission Member	<input type="checkbox"/>				
State Employee	<input type="checkbox"/>				

FOR A VENDOR (BUSINESS) *

Indicate below if any of the following persons, current or former: hold any position or contract or hold any interest in 10% or greater in the equity, number of the General Assembly, Departmental Officer, State Board or Commission Member, or State Employee, Federal or state agency, or the spouse, partner, sister, parent, or child of a member of the General Assembly, Departmental Officer, State Board or Commission Member or State Employee. Failure of equal weight the answer to about the purchasing history of the member of the General Assembly.

Position Held	Mark (Y) or No (N)	Name of Position of Job Held (agency representative, name of board, commission, club, etc.)	For How Long? (From M/Y to M/Y)	What is the person's name and what is their % of ownership interest and/or what is their position or title?	Relationship
General Assembly	<input type="checkbox"/>				
Departmental Officer	<input type="checkbox"/>				
State Board or Commission Member	<input type="checkbox"/>				
State Employee	<input type="checkbox"/>				

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Contract and Grant Disclosure and Certification Form

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 in the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a 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 any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____
<i>Agency use only</i>		
Agency Number _____	Agency Name _____	Agency Contact Person _____
		Contact Phone No. _____
		Contract or Grant No. _____

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Vendor's References

1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. City: _____ State: _____
 5. E-Mail Address: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____

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1. Company Name: _____
 2. Contact Name: _____
 3. Contact's Title: _____
 4. City: _____ State: _____
 5. E-Mail Address: _____
 6. Telephone Number and Area Code: _____
 7. Description of Services Furnished: _____

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1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. City: _____ State: _____
5. E-Mail Address: _____
6. Telephone Number and Area Code: _____
7. Description of Services Furnished: _____
