

J1



STATE OF ARKANSAS
**Department of Finance
and Administration**

OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Suite 300
Little Rock, Arkansas 72201-4222
Phone: (501) 324-9316
Fax (501) 324-9311
<http://www.arkansas.gov>

February 9, 2011

The Honorable David Johnson, Co-Chair
The Honorable Barry Hyde, Co-Chair
PEER Review Sub-Committee, Arkansas Joint Budget Committee

RE: Contract Disclosure

Dear Senator Johnson and Representative Hyde:

The Arkansas Department of Community Correction plans to enter into a Transitional Living Service contract with Decision Point, Inc. This contract was awarded through a competitive solicitation process. Tim Summers, the executive director of Decision Point, has disclosed that he is a current State Representative. Therefore, I am submitting this contract for the review of the Arkansas PEER Review Sub-Committee of the Joint Budget Committee in accordance with the provisions of ACA § 19-11-264.

The Office of State Procurement confirms that Decision Point meets the solicitation requirements and the Arkansas Department of Community Correction properly complied with the procurement process. The Committee's consideration is requested to proceed with the award of the contact to Decision Point, Inc.

Respectfully yours,

A handwritten signature in cursive script that reads "Jane T. Benton".

Jane T. Benton, Administrator
Office of State Procurement

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

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

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-11-0105 Term Contract	Buyer: Kurtis L. Markish
Commodity: Transitional Living Service State Wide	Initial Proposal Opening Date: December 1, 2010 This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period.
Date: November 10, 2010	Proposal Opening Time: 2:00 p.m. Central

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 PROPOSAL NUMBER, DATE AND HOUR OF PROPOSAL 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 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, 1509 W. 7th Street, Room 300, Little Rock, AR 72201-4222, on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.**

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

Company Name: Decision Point, Inc.

Name (type or print): Tim Summers

Title: Executive Director

Address: P.O. Box 1393, Bentonville, AR 72712

Telephone Number: 479-464-1060

Fax Number: 479-464-1062

E-Mail Address: tsummers@decision-point.org

Signature: *Tim Summers*

USE INK ONLY; UNSIGNED PROPOSALS WILL NOT BE CONSIDERED

Identification: 71-0448703

Federal Employer ID Number

Social Security Number

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION

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

Section 1 – General Information

1.1 Minority Business Policy

Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 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. 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

Arkansas Certification #: _____

1.2 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.

Check the appropriate statement below:

- I have enclosed a copy of our EO policy with this RFQ
- I have submitted an electronic copy of our EO policy to eeopolicy.osp@dfa.arkansas.gov

1.3 Employment of Illegal Immigrants

Pursuant to Act 157 of 2007, all respondents 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. Respondents shall certify online at:
<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

1.4 Alteration of Original 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.

1.5 Requirement of Amendment

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 PROPOSAL PRIOR TO SUBMISSION. THERE WILL BE NO ADDENDUMS TO AN RFQ 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](http://www.arkansas.gov/dfa/procurement/bids/index.php) FOR ANY AND ALL ADDENDUMS UP TO THAT TIME.

1.6 Delivery of Response Documents

In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit RFQs at the place, and on or before the date and time, set in the solicitation documents. RFQ documents received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. RFQ 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.

1.7 Additional Terms and Conditions

The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a vendor's response. In signing and submitting his RFQ, a respondent 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 response.

1.8 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 bid 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.

1.9 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.

1.10 EO-09-04 Governor's Executive Order

Respondents should complete the Contract and Grant Disclosure and Certification Form posted with this RFQ.

1.11 Contract Cancellation Notice

DCC and/or the vendor may terminate this contract for any reason upon providing 30 days prior written notice. DCC may terminate this contract without providing 30 days prior written notice if the basis of the termination is vendor noncompliance.

1.12 Contract Award

The Contract will be awarded to multiple vendors licensed by the Arkansas Department of Community Correction (DCC) for transitional housing, licensed by the Office of Drug and Alcohol Prevention (OADAP) for substance abuse treatment, and/or licensed by the Division of Behavioral Health Services (DBHS) for mental health services.

Section 2 – Overview

2.1 Objective

The Arkansas Department of Community Correction (herein known as the DCC), through the Arkansas Office of State Procurement, is soliciting responses from vendors who are qualified and willing to execute a contract to provide transitional housing and/or treatment services.

2.2 Issuing Agency

The Arkansas Office of State Procurement (OSP) is issuing this RFQ and soliciting responses for the DCC.

2.3 Contact Person

The issuing officer is the sole point of contact for this RFQ. Any questions are to be directed to:

Kurtis L. Markish, Buyer
Office of State Procurement
1509 W. 7th St., 3rd Floor
Little Rock, AR 72201
Telephone: 501-324-9322
Email: kurtis.markish@dfa.arkansas.gov

2.4 Contract Term

Contract will be for 12 months, beginning on the date of award with option to renew six (6) additional one (1) year periods or a portion thereof. This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period.

2.5 Program Brief

The program goals are to reduce recidivism and ensure public safety through the provision of reentry assistance to program participants, assisted by a Reentry Task Force that will collaborate with local law enforcement and others to provide supportive services and ensure accountability and protect public interest.

A 2009 ADC report noted that approximately 35.8% of all inmates are held beyond their transfer eligibility dates and serve an average of 8.4 additional months before being released. As of February 2010, there were 1,576 inmates past their transfer eligibility dates, and of that number, 644 did not have an approved release plan even though they met all other parole requirements. Release plans depend largely on the offender having an approved residence and the primary problem returning these inmates to the community is the lack of available, suitable housing. For some, statutory restraints are imposed that often limit their ability to return to a family residence or even find transitional housing (e.g. sex offenders).

While incarcerated, treatment and other programs are provided to inmates based on identified needs through the intake assessment tool. A reentry plan is developed using a reentry assessment tool for transition planning, the Arkansas Parole Board (APB) approves the release, contact is made with the community-based provider and DCC staff on behalf of the offender and the offender is released to community supervision. Once released, the reentry plan is the focus for programs and services that address the identified risks and needs of the offender.

2.6 Target Population

The target population is approximately 200 transfer eligible adult offenders (male and female) in Arkansas prisons who are past their parole eligibility dates but cannot be paroled to the community because they do not have approved housing, have not completed APB stipulated programming for release, or otherwise do not have an approved parole plan. The group includes high risk offenders such as sex offenders, those diagnosed with mental health issues, and those with substance abuse problems.

Section 3 – Scope of Work

3.1 Provider Participation

The invitation to serve as a provider in the Reentry Grant Transitional Housing Program is statewide, open to any facility appropriately licensed for one or more of the services described in this solicitation. The reimbursable costs for vendor

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

services shall be as specified in this solicitation and approved by OSP and DCC, not to exceed the reimbursable costs for a specific service per offender per day.

Note: Any agreement established on costs other than those listed in this solicitation shall be filed with the OSP and the DCC Deputy Director for Administrative Services. Operation and continuation of this program is contingent upon the availability of funds.

VENDOR SHALL SUBMIT COPIES OF ANY LICENSING LISTED BELOW WITH HIS RFQ FOR THE TASK(S) THAT IS/ARE IDENTIFIED ON THE TASK SELECTION SHEET.

1. Partial Day Outpatient Substance Abuse
 - a. Licensed by the Office of Alcohol and Drug Abuse Prevention (ADAP) for substance abuse treatment.
2. Residential Substance Abuse Treatment
 - a. Licensed by ADAP for substance abuse treatment
 - b. DCC Transitional Housing License
3. Chemical-Free Living services
 - a. DCC Transitional housing License
4. Dual Diagnosis Treatment Services
 - a. Licensed by ADAP for substance abuse treatment
 - b. Licensed by the Division of Behavioral Health Services (DBHS) for mental health treatment
 - c. Licensed by the DCC as a Transitional Living Facility if overnight housing is required for provision of services
5. Observation Detoxification
 - a. Licensed by ADAP for substance abuse treatment
 - b. Licensed by the DCC as a Transitional Living Facility if overnight housing is required for provision of services
6. Group and Individual Counseling

The DCC and Office of State Purchasing (OSP) may add treatment providers at any time during the contract period, including extensions. All providers on for this contract must be licensed by DCC as a Transitional Living Facility. A vendor shall not accept as a resident any offender who is a family member of the owner or principles of the licensed program, nor an offender whose family members are employees of the program if those employees are involved in the supervision, direction or provision of services to the offender. Transitional housing services include the following:

1. Transitional Housing, food (at least 2 meals daily), and daily necessities (e.g., soap, oral hygiene items, etc):
2. Group counseling at least one time per week.
3. Life skill classes related to employment, e.g., interviews, work ethics, work concepts, resume writing, team building skills, stress management, goal setting, establishing savings, and checking accounts, anger management/impulse control and meeting financial obligations.
4. Application assistance for state benefits.
5. Employment assistance
6. Transportation to and from employment, as necessary.
7. Subsequent transition assistance (e.g., permanent housing, etc.).

Note: The offender shall be responsible for reimbursing the provider, at an amount determined by the provider, for housing and supportive cost when employed.

All facilities must annually comply with the State of Arkansas disclosures which are required by Governor's Executive Order 98-04. All facilities must annually renew this contract to continue providing contracted services.

3.2 Guidelines for Treatment

The following treatment guidelines must be followed if a contract is issued as a result of this RFQ:

- A. The environment for substance abuse and mental health treatment services shall be consistent with state, federal, and local laws and shall not conflict with the conditions of community supervision.
- B. Reentry offender referrals will be made only to service providers who meet the guidelines of this document and are approved for participation in this contractual agreement.
- C. The service provider shall keep accurate records of costs incurred and individualized services provided to offenders participating in the program.
- D. The provider must notify the Reentry Supervision Officer of any intended termination of an inmate due to violence or other incidents of a serious nature before a client is dismissed.
- E. 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.
- F. The service provider must obtain the approval of the Reentry Supervision Officer for early discharge of a client from the program.
- G. 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 Reentry Supervision Officer must be contacted immediately.
- H. Facility Rules - Non-compliance with the procedures below subject the provider to suspension of their contract to provide services to the Transitional Living and Treatment Program. When a client violates facility rules, the service provider will take the following actions to address the violation(s):
 - (a) *1st Incident* - Decide on an appropriate action
 - (b) *2nd Incident* - Inform the supervision officer, who must be in agreement with the provider's decision before dismissal if such action is under consideration.
 - (c) *3rd Incident* - Determine whether the incident is grounds for dismissal from the program [with program re-entry dependent on the type of violation(s) committed previously and individual provider rules for readmission], and advise the Reentry Supervision Officer prior to the offender leaving the facility. Note: The officer informs the Reentry Project Manager.
- I. Service providers will immediately notify the Reentry Supervision Officer when a client walks away from treatment or fails to report to treatment as required.
- J. Service providers shall provide quality treatment services in a professional, ethical, and effective manner according to established ADAP, DBHS, and DCC guidelines.
- K. Service providers must comply with the State disclosure requirements (established by Governor's Execution Order), and the Prison Rape Elimination Act.
- L. When possible, a family member(s) must be a part of the treatment process (i.e., family therapy, group discussions etc.).
- M. The provider will provide monthly and annual reports to the Reentry Supervision Officer, including but not limited to, number of client admissions, number completing the program successfully, client demographics, number of treatment days and type of service, number and type of terminations, number of clients scheduled for services but did not report to the treatment facility, etc.
- N. Agree to participate in training events as required by the DCC.

- O. The provider will meet with the Reentry Supervision Officer and/or other Reentry Grant team members upon request.

3.3 Services to Clients

Treatment could include any or all of the following services:

1. **Transitional Housing.** A DCC licensed program that houses one or more offenders who have transferred or paroled from the AR Department of Correction through the APB. An offender's or family member's residence shall not be considered a transitional housing facility. Contact information, application, administrative regulation and directive (guidelines) for the Arkansas Transitional Housing Facility Licensure process are located on the DCC website www.dcc.state.ar.us.
2. **Outpatient Substance Abuse Treatment** This includes care provided to a substance abuse program participant during any part of the 24-hour day, including, but not limited to, individual/group counseling, occupational and recreational therapy, meals as appropriate, minimal drug education, anger/stress management, life, employability, and communication skills. Optional services may include support groups (NA, CA, AA, positive peer groups, etc.), academic and vocational assistance, family and parenting coping skills, and educational assistance.
3. **Residential Substance Abuse Treatment Services** include a 24-hour a day treatment program in a residential setting, including, but not limited to, individual/group/family counseling, relapse prevention training, medication education, stress or anger management or relaxation training, recreational therapy, and support group meetings such as AA/CA/NA. Optional services may include indoctrination into the 12-Step Program, life and employability skills, academic and vocational assistance, parenting, and communication skills.
4. **Chemical-Free Living Centers (CFLF).** A structured housing facility that provides for adequate supervision and services based upon the offenders' needs and criminal histories, i.e. employment counseling, as appropriate; budget development; support meetings (e.g. AA, NA, CA, individual/group counseling), planning and resource development (future housing, transportation, etc.) life skills, and aftercare plan.
5. **Dual Diagnosis Treatment Services.** Treatment of the dually-diagnosed participant shall be provided in a facility that is licensed for both mental health and substance abuse treatment services concurrently. A treatment plan must be developed by substance abuse and mental health professionals. Mental health treatment and substance abuse therapy may also include individual and/or group outpatient therapy sessions.
6. **Observation Detoxification** - This service requires monitoring 24 hours per day of a client undergoing mild withdrawal in a residential setting. Vital signs will be taken by a staff member trained and certified by OADAP as a regional detoxification specialist, medical doctor, registered nurse, licensed psychiatric technical nurse or licensed practical nurse. The provider shall establish and implement emergency medical procedures.
7. **Outpatient Group and Individual Counseling** Group counseling provided in an outpatient environment to more than one substance abuse client may be reimbursed for all members of the group. Individual counseling is provided to a single client in an outpatient environment. Outpatient counseling includes services to a client's family members and/or significant other. Although the client is usually present at these sessions, these sessions are also reimbursable if the client is not present. A unit of service is 15 minutes or any part thereof.

3.4 DCC Obligations

- A. The DCC Institutional Release Officer (IRO) will coordinate activities between the transitional housing provider, APB, and the prison staff. The IRO shall inform the DCC Reentry Supervision Officer of the approved housing placement.
- B. A DCC supervision officer will be assigned to work with transitional housing facilities in the area where parolees are housed. The Reentry Supervision Officer will serve as facilitator for reentry group sessions, holding classes on things to do to avoid prison, attending family group sessions (if applicable), visiting parolee employer sites, and contacting facility counselors to discuss progress and offender behavior statuses.

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

- C. The IRO will obtain the list of eligible program participants from the ADC.
- D. The DCC IRO will work with the reentry committee and eligible offenders to determine the transitional housing facility for the parole plan.
- E. The IRO will contact the appropriate DCC reentry supervision officer and forward appropriate documents.
- F. The DCC Reentry Supervision Officer will contact the provider to verify bed availability for the anticipated date of release. The officer Reentry Officer will relay the transitional housing approval status to the IRO who in turn will provides the information to the reentry committee.
- G. Once the parole plan is approved by the APB, the IRO will contact the DCC Reentry Supervision Officer and provide the release date.
- H. The Reentry Supervision Officer will contact the transitional housing facility and confirm the arrival date.

3.5 Reimbursable Services Cost Schedule

The cost for Transitional Housing and Treatment to clients shall be as specified in the contractual agreement and approved by DFA, Office of State Purchasing (OSP), and by DCC, not to exceed the following maximum reimbursable cost for a specific service per offender per day.

Per Client Costs for Housing and Treatment Services:

Service	Cost	Limitation
Transitional Housing	\$28.00	Maximum per day
Outpatient Substance Abuse Treatment	\$52.00	Maximum per day
Residential Substance Abuse	\$62.00	Maximum per day
Chemical Free Living Centers	\$24.00	Maximum per day
Dual Diagnosis Treatment	\$72.00	Maximum per day
Observation Detoxification	\$75.00	Maximum per day
Outpatient Individual Counseling	\$13.00	Maximum per 15 minutes
Outpatient Group counseling	\$4.00	Maximum per 15 minutes

Any agreement established on costs other than those listed above shall be filed with OSP and the DCC Deputy Director for Administrative Services.

3.6 Invoicing Procedures – should any contract be issued as a result of this RFQ

Invoices should be sent to the DCC Reentry Program Manager for review and verification, no later than the 10th of each month, at the following address:

Department of Community Correction
ATTN: Reentry Project Manager
105 West Capitol
Two Union National Plaza, 2nd Floor
Little Rock, AR 72201

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

Approved invoices will be forwarded no later than the 15th of each month to the following address for payment processing:

Department of Community Correction Purchasing
ATTN: Eleice Lockett
105 West Capitol, 4th Floor
Little Rock, AR 72201

Section 4 – Task Selection

Identify any or all services that you are qualified to perform. By signing this RFQ, you are stating that you are a qualified vendor, are properly licensed to do the service(s) selected, and accept the cost stated for the service(s) you have selected.

Service Selections	Service	Cost	Limitation
<input checked="" type="checkbox"/>	Transitional Housing	\$28.00	Maximum per day
<input checked="" type="checkbox"/>	Outpatient Substance Abuse Treatment	\$52.00	Maximum per day
<input checked="" type="checkbox"/>	Residential Substance Abuse	\$62.00	Maximum per day
<input checked="" type="checkbox"/>	Chemical Free Living Centers	\$24.00	Maximum per day
<input checked="" type="checkbox"/>	Dual Diagnosis Treatment	\$72.00	Maximum per day
<input checked="" type="checkbox"/>	Observation Detoxification	\$75.00	Maximum per day
<input checked="" type="checkbox"/>	Outpatient Individual Counseling	\$13.00	Maximum per 15 minutes
<input checked="" type="checkbox"/>	Outpatient Group counseling	\$4.00	Maximum per 15 minutes

NOTES:

- ONLY identify the services that you are qualified to perform at this time.
- Licensing that is required per section 3.1 for service(s) selected shall be included with your RFQ. Failure to submit license copies may eliminate you from award.

STANDARD TERMS AND CONDITIONS

GENERAL: Any special terms and conditions included in the RFQ 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 response are accepted by the State of Arkansas.

CURRENCY: All RFQ pricing and cost must be listed in United States dollars and cents and only two places past the decimal point.

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

ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a response or any and all responses, to waive minor technicalities, and to award the solicitation to best serve the interest of the state.

RESPONSE SUBMISSION: Responses 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 the solicitation opening. If this form is not used, the response may be rejected. The response must be typed or printed in ink. The signature must be in ink. Unsigned responses will be disqualified. The person signing the response should show title or authority to bind his/her firm in a contract. Each response should be placed in a separate envelope completely and properly identified. Late responses will not be considered under any circumstances.

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

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

QUANTITIES: Quantities stated in term contracts are estimates only, and are not guaranteed. Provide unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.

BRAND NAME REFERENCES: Any catalog brand name or manufacturer's reference used in the RFQ 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 responding on other than referenced specifications, the RFQ 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 respondent to supply additional descriptive material. The respondent guarantees that the product offered will meet or exceed specifications identified in this RFQ. If the respondent takes no exception to specifications or reference data in this RFQ, he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

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

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

TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the response 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 vendor.

AMENDMENTS: The solicitation cannot be altered or amended after the response opening except as permitted by regulation.

TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the response price. Most state agencies must pay state sales tax. Before billing, the awarded contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices. Trade discounts should be deducted from the unit price and the net price should be shown in the response.

AWARD: Term Contracts: A contract award will be issued to the successful vendor(s). 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 vendor.

LENGTH OF CONTRACT: The RFQ will show the period of time the term contract will be in effect.

DELIVERY ON FIRM CONTRACTS: The RFQ will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor 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.

DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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

DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the

State of Arkansas Office of State Procurement
Request for Qualifications
SP-11-0105

expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.

VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

INVOICING: The 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 solicitation and purchase order numbers, where itemized in the RFQ, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the 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.

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.

ASSIGNMENT: Any contract entered into pursuant to this RFQ is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

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

LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the 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.

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

CONTINGENT FEE: The vendor 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 vendor for the purpose of securing business.

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

DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any 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.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

TAXPAYER ID #: _____ SOCIAL SECURITY NUMBER: _____ FEDERAL ID NUMBER: _____ SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

TAXPAYER ID #: _____ OR _____

TAXPAYER ID NAME: Decision Point, Inc. IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: Summers FIRST NAME: Troy M.I.: T

ADDRESS: P. O. Box 1393 STATE: AR ZIP CODE: 72712 COUNTRY: USA

CITY: Bentonville

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:

F O R I N D I V I D U A L S *

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

Position Held	Mark (V)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and how are they related to you? (i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)	Relation
	Current	Former		From MM/YY	To MM/YY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

F O R A N E N T I T Y (B U S I N E S S) *

Indicate below if any of the following persons, current or former, hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (V)		Name of Position of Job Held (senator, representative, name of board/commission, data entry, etc.)	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly	X		State Representative			Troy T. Summers		Executive Dir.
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

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 to 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 Jan Sanchez Title Executive Director Date 12/20/2010
 Entity Contact Person Deidre Pinoy Title CFO Phone No. 479-530-5341

Agency use only			
Agency Number _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____

Forms available from Office of Disclosure and Review (501) 682-5407

***NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED**