



Sequoyah Memorial Office Building
PO Box 25352
Oklahoma City, OK 73125-0352
(405) 521-3646 • www.okdhs.org



Issue Date: 08/24/17

SOLICITATION NOTIFICATION
Attention: SALES DEPARTMENT

The Oklahoma Department of Human Services (DHS) has the following solicitation(s) available for bid for Children and Youth Services.

18000443 – Provide Intensive Safety Services to Region 4 Families with youth at high to imminent risk of removal due to child abuse/neglect – Support Services to prevent removal and maintain safety, well-being, and permanence in their home.

Bid Submission Due Date/Time: 3:00 pm CDT September 01, 2017

Amendments to Solicitation may change the response due date.

All questions must be directed in writing to:

Carmello Reveles, Contracting Officer

Ph: (405) 521-6241

e-mail: Carmello.Reveles@okdhs.org



State of Oklahoma
Department of Human Services

Solicitation

Solicitation #: 18000443

Solicitation Issue Date: 08/24/2017

Brief Description of Requirement:

Oklahoma Department of Human Services (DHS) Child Welfare Division has the following Request for Proposal for IV-E Intensive Safety Services for Southeastern Oklahoma. **This is a repost of the solicitation. Previously submitted bids will not need to be resent.**

Completed response may be returned by:
Email in .PDF format to carmello.reveles@okdhs.org with Solicitation #18000443 in the subject line.

Response Due Date¹: September 1st, 2017

Time: 3:00pm CST/CDT

Issued By and **RETURN SEALED BID TO²:**

Agency Name: Oklahoma Department of Human Services

- U.S. Postal Delivery: Contracts and Purchasing PO Box 25352, Oklahoma City OK 73125
- Carrier Delivery: Contracts and Purchasing 2400 N. Lincoln Blvd, Oklahoma City OK 73105

Solicitation Type (type "X" at one below):

- ☐ Invitation to Bid
- ☒ Request for Proposal
- ☐ Request for Quote

1. Shipping Location: N/A

2. Contracting Officer:

Name: Carmello Reveles

Phone: 405-521-6241

Email: carmello.reveles@okdhs.org

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



**State of Oklahoma
Department of Human Services**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # 18000443

2. Bidder General Information:

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³ (type "X" at one below):

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

Authorized Signature

Date

Printed Name

Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma
Department of Human Services

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 18000443

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Department of Human Services- No Public Bid Opening located at 2400 N. Lincoln Blvd Oklahoma City, OK at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all

items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to

the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Definitions

- B.1.1.** AOCS – Assessment of Child Safety
- B.1.2.** CBT – Cognitive Behavioral Therapy
- B.1.3.** CHBS – Comprehensive Home-Based Services
- B.1.4.** CIR – Critical Incident Report
- B.1.5.** DHS – Oklahoma Department of Human Services
- B.1.6.** ISS – Intensive Safety Services
- B.1.7.** MI – Motivational Interviewing
- B.1.8.** OUHSC – University of Oklahoma Health Sciences Center
- B.1.9.** RFP – Request for proposal

B.2. Contract period

Contract period will be the Date of the Award through 6/30/18. DHS shall have the sole option to renew this contract for two (2) additional 12-month periods under the same terms and conditions.

B.3. Extension of Contract

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.4. Subcontracting

The service under this contract, when awarded, shall not be assigned or sub-contracted in whole or in part to any other person or entity without advance DHS written consent. The terms, or additional terms of said contract, as DHS may require, shall be included in any approved sub-contract and approval of any subcontract shall not relieve the awarded contractor of any responsibility for performance under said contract.

B.5. Unavailability of Funding

DHS cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient funding, DHS may terminate the contract, or reduce the contract consideration, upon notice in writing to Bidder. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided, that the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in Contract consideration, Bidder may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction, upon advance written notice to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

B.6. Grievance Procedure

If this contract involves services to DHS clients, bidder shall have in place a system for resolution of said grievances. The grievance system used by bidder shall be subject to prior approval.

B.7. Information Security

B.7.1. Information Technology

- B.7.1.1.** Contractor will perform an annual audit of information security risk assessment due to the Department of Human Services, Information Security Office by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the Contractor. The Contractor is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Contractor shall use either the standard security risk assessment created by the Office of State Finance or a third-party risk assessment meeting the ISO/IEC

17799 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of State Finance.

- B.7.1.2.** Contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to DHS, Information Security Office. The Contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery
- B.7.1.3.** The Contractor will comply with Federal Information Processing Standards- FIPS 200 which promotes the development, implementation, and operation of secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. The Contractor must sign DHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization and may be subject to Background Checks.
- B.7.1.4.** The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by completing a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

B.7.2. User Logon Authorization

The Contractor will not be granted access to DHS information systems without the prior completion and approval of Logon Authorization Request for Non-DHS Employees, Form 05SC004E. Certain types of access may require that a background check and verification be performed prior to granting access. Contractor will notify DHS immediately when employees are terminated that have access to DHS systems.

B.7.3. Background Checks and Verifications

For this contract, DHS requires that all staff providing services have background checks done as per Sections C.4.2.8. Contractor must submit the required background check information to DHS in a timely manner. DHS will not process any access agreements prior to completion of user background verification.

B.7.4. Business Continuity and Disaster Recovery

Contractor will comply with the Office of Enterprise and Management Services minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. The Contractor will develop business continuity and disaster recovery plans as stated in the Office of Enterprise and Management Services Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at

http://www.ok.gov/OSF/documents/StateOfOklahomaSecPPG_osf_12012008.pdf

Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually or as exercises are conducted to DHS Office of Inspector General Security & Emergency Management Unit.

B.7.5. Auditing and compliance

DHS Office of Inspector General Security & Emergency Management Unit may, at its discretion, audit the Contractor for information security compliance as it pertains to this contract. The Contractor must supply corrective action plans for noncompliant audit findings within 30 business days from the receipt of the final audit report from DHS. Failure to comply with these requirements may result in funding being withheld from the Contractor.

B.7.6. HIPPA

Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501).

B.7.7. Data Destruction

B.7.7.1. Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media used in containing DHS sensitive information must be destroyed using an erase feature that is sufficient for sensitive information because the information may be recoverable. Sensitive information should be deleted by an overwrite program. All reasonable attempts must be made to make data non-recoverable before disposing of any electronic media that contains DHS sensitive information.

B.7.7.2. All hardcopy records that contain DHS sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

B.7.8. DHS Logo Requirements

During the term of the contract and any subsequent renewal period of the contract, the Contractor is authorized and shall include DHS Logo on its website and on all printed materials to indicate services are provided in coordination with DHS. DHS Logo may be obtained from DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to DHS website at www.okdhs.org, select Newsroom and select Logos. Size selection and placement of the logo on materials or website should be appropriate as determined by the Contractor. Records of the use of DHS logo should be maintained by the Contractor and be made available for review at the discretion of DHS. Contractor is not authorized to modify DHS Logo or to use in any inappropriate fashion. DHS bears no costs associated with the contractor's placement or use of DHS Logo. Upon DHS request, termination of the contract or expiration of the contract, the Contractor will remove DHS Logo from its website and cease production of DHS Logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

B.8. Severability

If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

B.9. Audit

B.9.1. Contractors must have a certified independent audit conducted in accordance with Government Auditing Standards and Office Of Management and Budget (OMB) Circular A-133.

B.9.2. Contractors that receive in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

B.9.3. A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

B.9.4. Contractors must submit two (2) copies of the annual audit along with a response to any audit findings and a copy of any management letter received, within 90 days of the conclusion of the Contractor's fiscal year. When the Contractor's fiscal year is the calendar year, an additional 30 calendar days will be allowed. Reports should be sent to the Internal Audit Administrator, Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125.

B.10. Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of

Oklahoma and shall be held, maintained, and insured by the Bidder for the benefit of DHS. Upon termination or cancellation of the contract, for any reason, DHS may demand the delivery/return of such equipment or materials at the Contractor's sole cost and expense. The Contractor shall notify DHS prior to relocation or substantial alteration of such equipment or materials.

B.11. Conflict of Interest

- B.11.1.** All Bidders must disclose any contractual relationship or any other contact with any state personnel, Contractor or Sub-Contractor involved in the development of the Bidder's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of DHS, be grounds for rejection of the response or termination of this contract.
- B.11.2.** In addition to any requirements of law or through a professional code of ethics or conduct, Bidder is required to disclose any outside activities or interests that conflict or may conflict with the best interests of DHS or the State of Oklahoma. Further, Bidder shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of DHS or the State of Oklahoma during the period of this agreement without prior written approval of DHS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with DHS.

B.12. Whistleblower Protection Act

The parties acknowledge and agree the Pilot Program for Enhancement of Contractor Employee Whistle Blower Protections, 41 U.S.C. Section 4712, may apply to this contract or grant and that no employee of a Contractor, Sub-Contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, and abuse of authority relating to a Federal contract of grant, a substantial and specific danger to public health or safety or a violation of law, rule or regulation related to a Federal contract.

B.13. Funding

Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Vendor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the Vendor will be paid for products and/or services provided up to the effective date of termination.

B.14. Dispute Resolution

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the State agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

B.15. Governing Rules and Regulations

The contractor and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the contractor shall furnish the State with satisfactory proof of its compliance therewith.

B.16. Covenant Against Contingent Fees

The contractor warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the State shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

B.17. Equal employment Opportunity

In connection with the execution of this Contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B.18. TITLE VI - CIVIL RIGHTS ACT OF 1964

- B.18.1.** The contractor shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the contractor pursuant thereto.

B.19. During the performance of this Contract, the contractor, for itself, its assignees and successors in interest, agrees as follows:

- B.19.1.** Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B.19.2.** Nondiscrimination The contractor, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- B.19.3.** Solicitations for Subcontracts: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, if such subcontracting is approved by the State, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- B.19.4.** Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State, as appropriate, and shall set forth what efforts it has made to obtain the information.
- B.19.5.** Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this Contract, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- B.19.5.1.** Withholding of payments to the contractor under the Contract until the contractor complies, and/or,
- B.19.5.2.** Cancellation, termination or suspension of the Contract, in whole or in part.

B.20. Incorporation of Provisions

- B.20.1.** The contractor shall include the provisions of the above paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a

result of such direction, the contractor may request the State to enter into such litigation to protect the interest of the State.

B.21. Binding Effect

This Contract shall be binding upon and inure to the benefit of the STATE and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

B.22. Hold Harmless Clause

The contractor shall indemnify and save harmless the State, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the State, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said contractor or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

B.23. Limitation of Liability

The Supplier acknowledges that, under the laws of the State of Oklahoma, the Supplier may not contractually limit their potential liability. To the extent any limitation of liability contained in any resulting contract is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

B.24. Prior Understandings

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

B.25. Amendments or Modification of Contract

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the State shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

B.26. Records

The contractor and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the State or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the contractor by State for work performed hereunder.

B.27. Headings

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

B.28. Assignment

The contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the State. In case such consent is given, the contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub- contracts, or transfer of contract, shall in any case release the contractor of his liability under the contract and bonds.

B.29. Payment of Claims

The contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

B.30. Breach of contract

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the State cause to cancel this contract on seven (7) days written notice to the contractor. The State then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the State may utilize those vendors. In the event of cancellation of this contract, the contractor shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new contractor.

B.31. Minor Deficiencies or Informalities

- B.31.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.31.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.32. Disclosures Regarding Lobbyist

- B.32.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.32.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall
 - B.32.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract
 - B.32.2.2.** Not bill or otherwise charge the State for such and
 - B.32.2.3.** Certify that no such costs were billed to the State.
- B.32.3.** The name and address of each lobbyist or agent of the vendor, contractor, subcontractor who communicated with a State employee about a proposal or potential proposal must be disclosed with proposal response.

C. SOLICITATION SPECIFICATIONS

C.1. Background

The number of children in DHS custody and care increased approximately 24% from State Fiscal Year 2012 to SFY 2015, although the number did begin to reduce in SFY 2016. While DHS has serviced children in the home, since 2009, utilizing the evidence-based SafeCare model through a program entitled Comprehensive Home Based Services (CHBS), it is only appropriate for families where children are at moderate to low risk of removal. DHS has need to service those families where the risk of removal of the child is high to imminent, and therefore not appropriate for CHBS, in an effort to reduce the number of children coming into care.

C.2. Mandatory Contractor Requirements

All Bidders must have at least five years of experience delivering services to child welfare involved families. The above services must have been delivered in-home and must have used evidenced based practices, which need to be specified, and must be listed on a registry such as the California Evidenced-Based Clearinghouse. Bidder staff providing the in home services, for this solicitation, must be Masters Level licensed behavioral health professionals (LBHPs) or actively under supervision for licensure to practice as a behavioral health professional and be trained in MI and CBT. If Bidder does not currently employ LBHPs or Master Level LBHP providers actively under supervision for licensure, Bidder must detail how they will acquire said individuals within the following timeframe. Bidder must be able to demonstrate they will be ready to accept cases within ninety (90) days after the award of the contract or October 1, 2017, whichever date comes later.

C.3. Objective

The objective of this solicitation is to receive proposals from qualified Bidders to provide intense home-based services to families with at least one child, ages 0 – 12, identified to be at high to imminent risk of removal due to child abuse and/or neglect with the intent to prevent removal of children and maintain them safely in their own homes. All service activities are designed to support the outcomes of safety, permanence and well-being of Oklahoma's children.

C.4. Scope of Work

- C.4.1.** The area of service, in phases, will be the following 21 counties of Region 4: Muskogee (District 15), Creek and Okfuskee (District 24), Okmulgee and McIntosh (District 25), Cherokee and Wagoner (District 27A), Pittsburg and Haskell (District 18), Hughes, Pontotoc and Seminole (District 22), Adair and Sequoyah (District 27B), Latimer and LeFlore (District 16), Choctaw, McCurtain and Pushmataha (District 17) and Atoka, Bryan and Coal (District 19). Initially in Phase 1, only Districts 15, 24, 25 and 27A will be served. In Phase 2, within four months after the start of Phase 1, services will begin in Districts 18, 22, and 27B. In Phase 3, within four months after the start of Phase 2, services will begin in Districts 16, 17, and 19.
- C.4.2.** The service model to be used in this solicitation has been approved by the Children's Bureau and set forth in the Terms and conditions signed by DHS and the Children's Bureau. This service model is referred to as Intensive Safety Services (ISS) and the contractor shall provide the following general requirements. Proposals to provide services other than as described in Section C.4, Scope of Work, will not be accepted.
 - C.4.2.1.** Contract ISS workers will carry caseloads of three cases allowing for contact with the family at least three to five times a week, an average of 8 to 10 hours a week, for a period of four weeks. Cases will be allowed to remain open for up to six weeks with approval of DHS. Contract ISS workers may be allowed to carry a fourth case with DHS approval. All contact must be in the family's home.
 - C.4.2.2.** Contract ISS workers will be required to do an intake staffing with the family within 24 hours of the referral that will include several assessments as determined by OUHSC and/or DHS. These assessments will be repeated during the four to six week period with the timeline directed by OUHSC and/or DHS. Contract workers will also be required to staff weekly with the DHS worker and report on the progress of the family.
 - C.4.2.3.** Contract ISS workers will provide MI in all cases and CBT and Healthy Relationships where warranted. Healthy Relationships, which will be trained by OUHSC, is an evidenced informed module to increase caregiver communication and relationship skills to lessen the possibility of domestic violence in the home. Other in home services and/or practices may be required depending upon the needs of the family.
 - C.4.2.4.** Families will be linked to appropriate community resources and services and assisted to overcome barriers to accessing said services. Examples include, but are not limited to, services for substance abuse and/or dependence, domestic violence, and behavioral health needs for parents and children.
 - C.4.2.5.** Contractor will assist family with concrete needs to meet emergent needs and further long-term family stability. Not every family will require assistance with concrete needs and informal and no cost resources should be explored first. However the Bidder must include in their costs no more than \$500.00 per family for said purposes, for those families that require this service.
 - C.4.2.6.** Contractor will work in conjunction with the current CHBS contractor as the family is transitioned into the less intense CHBS sometime during the four to six week period, requiring that the Contractor allow the current CHBS worker to be in the home within the same time period as the ISS worker, so there is no break in service to the family. The decision of timing of step down to CHBS will be coordinated between DHS, the ISS contractor and the current CHBS contractor, with DHS making the final decision.
 - C.4.2.7.** Contractor must accept all appropriate referrals to ISS, cannot place families on waiting lists, and must be available to the families 24 hours a day, 7 days a week.
 - C.4.2.8.** Contractor will complete background checks on all staff working under this contract through OSBI, the Sex Offender Registry and the Violent Offender Registry.

- C.4.3.** DHS anticipates that approximately 80-100 families will be offered ISS in the first calendar year of the contract, with the 22 counties detailed in Section C.4.1. It is anticipated that approximately 100 families will be served in the entire region in each remaining year of the contract. To be eligible, a family must be involved with child welfare, have at least one child between the ages of zero and twelve who is at high to imminent risk of removal due to child abuse and/or neglect, and able to remain safely in the home.
- C.4.4.** Risk factors expected to be addressed by this contract include, but are not limited to, substance abuse and/or dependence, domestic violence, mental health needs of participants, parenting skills and behavior, safety of the home environment, and concrete needs of the family.
- C.4.5.** Expected outcomes from this contract to address safety, permanency and well-being are as follows:
 - C.4.5.1.** Reduced number of recurrent reports of abuse and/or neglect among those previously exposed to ISS
 - C.4.5.2.** Accelerated elimination of safety threats as measured by DHS using the Assessment of Child Safety (AOCS) for families receiving ISS
 - C.4.5.3.** Decreased initial entries into out-of-home care in region of implementation
 - C.4.5.4.** Decreased re-entries into out-of-home care in region of implementation
 - C.4.5.5.** Improved social and emotional well-being for children and their families that are receiving ISS
 - C.4.5.6.** Improved parenting skills and practices in families receiving ISS
- C.4.6.** Records and Documentation: Bidders must provide assurances that client clinical records will be maintained in a way consistent with good clinical practices and describe their current client record system. Bidders will be required to make information and technology adjustments as needed to ensure their ability to document as per DHS requirements. Bidders shall demonstrate their type and length of experience documenting as detailed in Section C.4.6.
 - C.4.6.1.** Documentation of all assessments as defined in section C.4.2.2
 - C.4.6.2.** Documentation of all referrals to community resources as defined in section C.4.2.4 as well as the client's use of those resources on an on-going bases
 - C.4.6.3.** Documentation of all contact with the clients and staffings with DHS workers as defined in section C.4.2.1 and C.4.2.2
 - C.4.6.4.** Bidders must collect the following administrative data for the contract and provide monthly reports to DHS and OUHSC on this data. The following list may not be all inclusive and DHS reserves the right to add to the list as the project expands.
 - C.4.6.4.1.1. Number of clients served, with basic demographic information on all family members
 - C.4.6.4.1.2. Dates of intake, transition to CHBS, termination of ISS and reason for service end
 - C.4.6.4.1.3. Number of face to face contact hours for each family
 - C.4.6.4.1.4. Type and name of each community service that family is referred to
 - C.4.6.4.1.5. The assessments done and the date completed. Actual assessments will be sent to OUHSC
 - C.4.6.4.1.6. Amount of special funding per family and what it is spent for
 - C.4.6.4.1.7. Progress of family on identified needs
 - C.4.6.4.1.8. Any other available data requested by the independent evaluator or DHS
 - C.4.6.5.** Critical Incident Report (CIR): CIR is an alert that is made by the ISS worker or supervisor when the safety or well-being of a family member is in question or when there is a death or near death of any family member participating in ISS. A CIR is completed and DHS notified within 24hrs after the incident has occurred. If the incident rises to the level of child abuse or neglect, the ISS worker will call a report to the Oklahoma Child Abuse and

Neglect Hotline at 800-522-3511 and notify the DHS worker as well. Situations requiring a CIR include but are not limited to:

- C.4.6.5.1.1. Report of child abuse or neglect is made by ISS worker
 - C.4.6.5.1.2. Law enforcement is contacted for response to a matter in the home
 - C.4.6.5.1.3. Risk to the family or child is unmanageable
 - C.4.6.5.1.4. Family has moved to another residence, without prior notification
 - C.4.6.5.1.5. Another person has moved into or out of the family's residence and/or is impacting the family dynamics and the safety of the children
 - C.4.6.5.1.6. Any death, near death, severe injury or incarceration of any family member
 - C.4.6.5.1.7. When two face to face contacts with the family are missed within one week either due to the family or the ISS worker
- C.4.7.** Staff Training and Service Monitoring Plan: Initial training with regards to the ISS, the assessments required, and Healthy Relationships, will be provided by either OUHSC and/or DHS. Orientation to SafeCare will be provided by OUHSC so ISS workers can better facilitate the transition to that model being provided by the current CHBS contractor. The contractor will be responsible for ensuring their staff are trained in MI and CBT as well as ensuring that the licensed behavioral health professionals maintain their licensure. Bidder shall describe how they have incorporated staff training and monitoring in the past.
- C.4.8.** Requirements for cooperation with Outcome Evaluation and Third Party Evaluator, OUHSC: Bidders must cooperate fully with the evaluation team in collecting project evaluation data from clients as well as agency administrative and cost data. OUHSC and/or DHS will provide all necessary forms and instruments for the evaluation as well as training and technical assistance. The contractor must allow OUHSC to accompany their staff, periodically, to monitor them for the purpose of fidelity checks.

D. EVALUATION

D.1. Best Value Criteria

- D.1.1.** An evaluation team will conduct the evaluation of responses to this solicitation. The State of Oklahoma intends to award one contract resulting from this Request for Proposal (RFP), for the entire Region, to the bidder whose response, conforming to the RFP, is deemed best value. It is very important the bidder furnish adequate and specific information.
- D.1.2.** Upon receipt of all solicitation responses, each response will be evaluated to determine which Bidders meet all minimum mandatory pre-requisites as set forth in Section C.2. Those proposals which meet the minimum mandatory pre-requisites, will enter the second phase of evaluation. Those proposals that do not meet the minimum mandatory pre-requisites will be rejected at this point and will receive no further consideration.

D.2. Evaluation Criteria – the second phase of the evaluation will be to select the Bidder which is deemed best value based on:

- D.2.1.** Past Performance – Bidder's must supply detail on past performance as described in section E.5. and will be evaluated on such.
- D.2.2.** Technical Proposal – The evaluation team will assess the quality of the Bidder's plan to meet the Scope of Work as detailed in Section C.4 and requirements in section E.6.
- D.2.3.** Organizational Capacity – Bidder will be evaluated on and must demonstrate the ability of their organization and their staff to perform the services as described in the Scope of Work in Section C.4 and the requirements of E.7. The Bidder must also demonstrate their ability to provide adequate resources to provide said services.
- D.2.4.** Price and Cost – The award recommendation will be based upon on the evaluation of the responses to this solicitation that offer the most quality services at the best rate which is detailed in section H.1.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.1.1. MANDATORY AND NON-MANDATORY TERMS

- E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. Submissions/Copies

- E.2.1.** Contractor is to submit THREE (3) complete copies of their response on THREE (3) separate CDs or DVDs (one copy on each Disc) which includes the completed proposal, including the scanned images of the OMES signed forms. CDs must be unprotected. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the CDs with the company name, solicitation number, and closing date. This requirement supersedes the hard copy of requirement listed in A.2.4.
- E.2.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.3.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

E.3. Solicitation Submission

Bidder must specifically address and respond to, all requirements stating whether the submission does or does not meet the stated requirements. The Bidder must state how each requirement is met and not simply respond with such terms as "agreed" or "complied with".

E.4. Administrative Data

Bidder's administrative data submitted may be in the form of a letter of transmittal with attachments. Its purpose is to provide information to DHS required for preparation of the contract document and supporting file.

E.5. Past Performance

- E.5.1.** Bidders must provide documentation of the agency's experience with managing a program with the same or similar scope and demonstrate a basic knowledge of DHS Child Welfare programs.
- E.5.2.** Bidders shall provide examples of specific evidenced-based practices delivered to child welfare involved children in their homes, how long they have been delivered, and the type and number of clients served. Preference will be given to Bidders who have provided in-home evidenced-based practices that are appropriate for ages 0-12 child welfare involved clients as stated in section C.3.1
- E.5.3.** Bidders must provide details of how their staff has been trained in and implemented these evidenced-based practices.

- E.5.4.** Bidders shall describe their experience and length of experience in working with third party evaluators with regards to those evidenced-based practices and demonstrate how they maintained fidelity to the practice.
- E.5.5.** Bidders shall provide the results of any outcome evaluations of these evidenced-based programs
- E.5.6.** Bidders shall supply three (3) letters of reference, from agencies or entities for whom the Bidder has performed services similar in scope to this contract, that address how well the Bidder has provided in-home evidenced-based services to child welfare involved families in the past. Only 3 letters will be accepted and there cannot be more than one (1) letter from an individual agency or entity.

E.6. Technical Proposal

- E.6.1.** Bidders shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this Solicitation and a detailed Work Plan outlining how the tasks described in the Solicitation Specifications, in Section C, will be accomplished.
- E.6.2.** Bidders must clearly state they are agreeing to serve the minimum number of families for the first year of the contract and the number of families for the optional renewal contract years as stated in Section C.4.3. in the counties stated in Section C.4.1 and be prepared to start within the time frame in Section C.2.1.
- E.6.3.** Describe the plan for cultural competence as well as policies and procedures for providing linguistically appropriate or interpretive services.
- E.6.4.** Describe the agency's plan of Quality Assurance for the services rendered to the families and children served and how client input will be used to improve the quality of services.
- E.6.5.** Describe in detail, how the agency will evaluate their own performance and adherence to the Scope of Work, Section C.4.
- E.6.6.** Describe how the agency will internally monitor issues of contract compliance.

E.7. Agency Organizational Capacity

- E.7.1.** Bidder must demonstrate experience in planning, developing, and implementing similar projects
- E.7.2.** Bidders must demonstrate how their coordination efforts with other providers improve the outcomes for children and families.
- E.7.3.** Bidder must provide their organization personnel and structure and demonstrate their ability to perform under this contract.
 - E.7.3.1.** Bidder shall provide the education, credentials, experience, length of time with organization, and role of the program oversight personnel to include; the Executive/CEO, the proposed program director, (and clinical director if a separate staff member), proposed supervisor, and, if available, the home based service providers that will be involved with the program described in this RFP. Describe personnel duties and responsibilities, including any resumes available, of those who will have oversight of this program. Include this same information about the direct service providers, if available.
 - E.7.3.2.** Describe the role of the program director in providing ongoing staff supervision and support and provide details on how worker competence, effectiveness, ethics, and professionalism with clients will be ensured. Provide details about the organizational policies regarding employees who are not meeting job expectations and requirements.

F. CHECKLIST

F.1. Vendor Response

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 0004 – Certification for competitive Bid and/or Contract
- F.1.3.** Technical proposal including all mandatory information requested.

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed to carmello.reveles@okdhs.org no later than 3pm CDT Monday, August 29th 2017. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

H. PRICE AND COST

H.1. Price

DHS plans to issue one award for the service area described in Section C.4.1. Bidders are required to propose a per family/per day cost for this solicitation. Costs proposals shall be all inclusive with the first billable day being day of initial meeting with family and the last billable day, to be no more than 3 calendar days post last meeting with family provided that documented continued case planning/services are being provided during the billable period. No start-up funds are available. Awarded vendor will receive payment in arrears after services are provided as per Section A.18.1.

H.1.1. Date of Award through 6/30/2018 Price per family/per day: \$_____

H.1.2. 7/1/2018 through 6/30/2019 Price per family/per day: \$_____

H.1.3. 7/1/2019 through 6/30/2020 Price per family/per day: \$_____