

Open-Ended RFQ Contact Information Sheet

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

RFQ Number: SP-14-0108

Description: Nurse Investigation and Reporting

OSP Buyer: Wendy Gossett, 501-371-6070 Wendy.Gossett@dfa.arkansas.gov

OSP Main Phone: 501-324-9316 OSP

Website: <http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx>

Note: This solicitation is an open-ended RFQ. Vendors may submit a Response to this solicitation at any time while the Solicitation is open. This Solicitation will remain open for submission of responses for a period of up to seven (7) years from the issuance date of February 27, 2014. The State shall have the right to close/end this Bid Solicitation for submission at any time prior to the completion of the seven (7) year period, if it is in the best interest of the State to do so.



**STATE OF ARKANSAS
TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT**
1509 West 7th Street, Room 300
Little Rock, Arkansas 72201-4222

ADDENDUM 1

TO: Vendors Addressed
FROM: Wendy Gossett, Buyer
DATE: March 13, 2020
SUBJECT: SP-14-0108 Nurse Investigation and Reporting

The following change(s) to the above-referenced RFQ have been made as designated below:

- Change of specification(s)
 Additional specification(s)
 Change of bid opening time and date
 Cancellation of bid
 Other

CHANGE OF SPECIFICATIONS

- Delete Section 1.2 *Issuing Agency* and replace with the following:

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer, Wendy Gossett at (501)-371-6070 or email wendy.gossett@dfa.arkansas.gov. Vendor's questions will be answered and at vendor's own risk.

The specifications by virtue of this addendum become a permanent addition to the above referenced RFQ. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact Wendy Gossett at wendy.gossett@dfa.arkansas.gov or (501) 371-6070.

Company: _____

Signature: _____

Date: _____



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

RFQ Number: SP-14-0108	Buyer: Carrie McDaniel
Commodity: Nurse Investigation and Reporting Services Agency: Arkansas State Board of Nursing	Bid Opening Date: February 27, 2014 This solicitation is open-ended. RFQs may be submitted at any time during the year or during any authorized renewal period
Date Issued:	Bid Opening Time: 1:30 p.m. Central Time

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

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

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

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

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

February 5, 2014

STATE OF ARKANSAS
REQUEST FOR QUALIFICATIONS

BID NO: SP-14-0108

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	100065389

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 § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number _____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, 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.arkansas.gov, 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.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to **non-mandatory** terms and conditions, but does clarify that the Bidder cannot change the original document’s written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder’s/Contractor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder’s response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFQ prior to submission. There will be no addendums to a 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> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and

Rules, it is the responsibility of vendors to submit proposals at the place, and on or before the date and time, set in the RFQ solicitation documents. Proposals received at the Office of State Procurement after the date and time designated for proposal opening are considered late and shall not be considered. Proposal documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFQ the submission is intended.

7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response **that conflict with mandatory terms and conditions required by law**. In signing and submitting his proposal, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a bid.
8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R2: 19-11-230 Competitive Sealed Proposals – Responsibility of offeror paragraph (b) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any proposal made in response to this solicitation. The past performance should not be greater than three (3) years old and must be supported by written documentation. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
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 bidder 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.
10. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this RFQ.
11. **CURRENCY:** All proposal pricing must be United States dollars and cents.
12. **LANGUAGE:** Proposals will only be accepted in the English language.
13. **RECORD RETENTION:** The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for six (6) years from expiration date and final payment on the contract or extension thereof.

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

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Qualifications is issued by the Office of State Procurement (OSP) for the Arkansas State Board of Nursing (ASBN) to create a qualified vendor's list for nurse investigation and reporting services. The OSP is soliciting proposals from licensed providers, located within the State of Arkansas that are willing and capable of providing investigative and reporting services as required by law.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ related matters should be made through the State's buyer, Carrie McDaniel at (501) 324-9322 or email carrie.mcdaniel@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

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

1.4 RFQ FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 QUALIFIED SERVICE PROVIDER'S LIST

This Request for Qualifications will result in a list of qualified vendors capable of performing investigative services for the Arkansas Board of Nursing. Proposals must meet or exceed all defined specifications. Proposals must meet all terms and conditions of this Request for Qualifications and the laws of the State of Arkansas.

A list of Qualified Service Providers will be established. The Arkansas State Board of Nursing will be responsible for the award and administration of any resulting contract(s). The original list shall be for one (1) year from date of establishment. The list shall be reviewed annually and upon mutual agreement shall be reissued for six (6) one (1) year periods or a portion thereof.

The Office of State Procurement may add qualified vendors to the list at any time while the list is in effect or an authorized extension.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices shall be forwarded to the:

Arkansas State Board of Nursing
Attention: Accounts Payable
1123 South University Ave., Ste. 800
Little Rock, AR 72204

The vendor will be paid a flat fee of \$50.00 per hour plus reimbursables. Payment will be based upon receipt of an original and verifiable invoice for services rendered. Original receipts are required to be submitted for reimbursable expenses to include, but not limited to postage, litigation packets, drug screens and mileage within the state of Arkansas. The Board of Nursing will not assume financial responsibility for services rendered by providers without proper documentation.

Travel outside of Arkansas will not be reimbursable unless pre-approved by the Executive Director of the Board of Nursing.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any (equipment, service or commodity) Payment will be made only after the contractor has successfully satisfied the Arkansas State Board of Nursing as to the goods and/or services purchased. Vendors should invoice Arkansas State Board of Nursing by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice

Contractors must be registered vendors to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 PROPRIETARY INFORMATION

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

1.8 RESERVATION

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.9 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.10 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:
 - a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - b. Upon default, to pay all sums to become due under a contract.
 - c. To pay damages, legal expenses or other costs and expenses of any party.
 - d. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

2. A party wishing to contract with the State of Arkansas should:
 - a. . Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contact that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.11 CONDITIONS OF CONTRACT

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

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the services provided by the vendor. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.13 PUBLICITY

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

1.14 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.15 COST

Any awarded vendor will incur all costs in the performance of their job duties. The payment to all vendors will be at a fixed rate plus reimbursable expenses. Examples include, but not limited to: postage, mileage within the State of AR only, drug screens and litigation packet.

1.16 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

1.18 CONTRACT AWARDS

Any resulting contracts will be selected at the sole discretion of the agency based on the vendor's area of expertise, (i.e. criminal investigations; nursing practice investigations, etc.) and the investigator's proximity to the location of the incident noted in the complaint.

SECTION 2 SPECIFIC REQUIREMENTS

2.0 OVERVIEW

The law defines the responsibilities of nurses and “scope of practice” – the range of activities and services as well as the qualifications for practice. The Nurse Practice Act (NPA) is intended to protect patients from harm as a result of unsafe or incompetent practice, or unqualified nurses. The Nurse Practice Act describes what constitutes unprofessional conduct or misconduct, and investigation and the disciplinary procedures for complaints filed against a nurse.

2.1 MINIMUM EXPERIENCE

To be considered qualified for purposes of this established Qualified Vendor’s list, the vendor must have a minimum of 3 years experience investigating healthcare related issues.

2.2 WORK FEE

In any resulting contract, vendor will be paid a flat fee of \$50 per hour plus reimbursable expenses (postage, mileage within the state of Arkansas, drug screens and litigation packet) will be paid for investigative services. The fee will be reviewed annually by the Arkansas State Board of Nursing and adjusted if necessary.

2.3 SCOPE OF WORK

In any resulting contract, selected vendor(s) will be expected to perform an appropriate investigation based on the information and details given in a particular complaint.

Services to be performed include full investigations of nurses that have allegedly violated the Nurse Practice Act or Rules. Investigations will be assigned to investigators on the list based on the known facts of the complaint and the investigator's area of expertise. These services may include, but not limited to:

- verify licensure and professional credentials
- inspect, copy and retrieve medical records as needed
- obtain recorded statements
- attend (in person or via phone) the monthly disciplinary case review meeting. A minimum of five (5) days notice will be provided by the Board.
- be available in person to testify at formal board hearings if requested. A minimum of twenty (20) days’ notice in writing will be provided by the Board. The vendor will be paid for appearance based on an hourly rate.
- Produce investigative reports for all investigations. These reports must be submitted to the ASBN within five (5) business days of the completion of the investigation.

2.4 COMPLAINT INVESTIGATION REQUIREMENTS

Complaints must be submitted to the ASBN in writing in order for an investigation to be initiated. All complaints are reviewed by the Executive Director. In any resulting contract, complaints that appear to be a violation of the Nurse Practice Act will be assigned to an investigator. Complaints that present an immediate threat to public safety are given priority; however, all complaints are investigated as timely as possible. A thorough investigation will be conducted. The investigative process is usually conducted through the mail and over the phone. Investigators may make site visits if needed. The steps taken in the investigation are determined by the specifics of the allegations.

Generally, the investigative steps include the following:

- Locating and interviewing the complainant, the witnesses, the licensee and other relevant individuals
- Requesting ASBN to issue subpoenas for necessary information
- Obtaining documentation and evidence related to the complaint such as employment records, drug screens, pharmacy records, etc. ASBN will issue all subpoenas.

- Reviewing all documents and determining significance to investigation

After the information is collected and interviews are conducted, the investigator will write an investigative report that must be submitted to the Arkansas State Board of Nursing within five (5) business days after the completion of the investigation.

The ASBN provides "due process" to the nurse by notifying him/her of the investigation and the allegations, unless doing so would jeopardize the Board's investigation. At the time the complaint is assigned to an investigator, the complainant will be contacted and given the opportunity to provide additional information. The nurse is afforded the opportunity to respond to the allegations made against him/her and to show compliance with the NPA for retention of the license. An investigator is assigned and obtains necessary evidence and interviews witnesses. This process is usually conducted through the mail and over the phone, but investigators may make on site visits if needed. Once all necessary evidence has been obtained, the investigator completes a detailed investigative report. The ASBN reviews the report to determine whether or not there has been a violation of the Nurse Practice Act.

The investigator shall not investigate beyond past discipline.

In any resulting contract, investigator's submission must detail the appropriate elements that will be conducted during an investigation for each of the following:

- What is the specific allegation?
- What is the basis of the investigation?
- Ask if the information being gathered is related to the incident and addresses the elements of the offense.
- Who was present at the time of the incident? (Victim, perpetrator, witnesses?)
- Who else might have information about the incident? (Other caregivers on duty, supervisors, visitors, maintenance or kitchen staff, social workers?)
- Include all persons who are connected in any way with the incident under investigation. Identify each person separately in such a manner that he/she cannot be confused with any other individual, including full name, nicknames, demographic and contact information.
- Interview other staff who might know or have information about the behaviors of the residents or the staff person in question.
- Where did it happen? (Specify the exact location.)
- When (date and time) did it happen?
- How did it happen? (Recreate the alleged incident. Could it have happened the way the reporter stated?)

Additional elements must be included based on the type of misconduct.

Physical Abuse

- Written and signed statements by witnesses, which include a description of the amount of physical force used. This may include, but isn't limited to, the acceleration of force; the range of motion of the perpetrator; open hand or closed fist.
- A description of the victim's reaction to the physical force. For example, the victim fell backwards, victim vocalizations, or indications of pain.
- Verbal Abuse/Psychological Abuse
- A statement of the exact words used to the best of the witnesses' or victim's recollection
- The volume (loud or soft) and tone of voice (e.g. sarcastic, sneering) of the accused, a description of the body language or any accompanying gestures of the accused
- The effect of the words on the victim, e.g. fearful, crying, angry, etc.

Sexual Abuse

- The results of any physical assessment conducted by a medical professional including doctors or Sexual Assault Nurse Examiners (SANE nurses)
- The results of any psychological assessment conducted by a mental health professional or social worker
- A copy of the police report
- All medical information related to the incident

Neglect

- Documentation of the treatment, service, care, goods or supervision required but not provided
- Documentation verifying the caregiver's duty to provide care to the individual Verification that the act or failure to act resulted in or could reasonably have resulted in harm

Misappropriation

- A description of any stolen items
- Copies of all financial records related to the incident including cancelled checks or credit card statements
- A copy of the police report
- Verification that the stolen items belonged to the victim
- Verification that the victim did not/could not give consent to the individual

Criminal Investigation/Conviction

- Police report
- Criminal records search
- Certified court disposition

Practice

- Review of personnel file and any counseling documents
- Review of medical records if patients are involved (physicians' orders, medication administration record, pharmacy records, nurses' notes, etc.)
- Photographs, letters, print out of internet postings, emails or text messages
- Automated medication management system report (Pyxis, Omnicell, etc.)
- Agency Policy and Procedure Manual

Boundary Violation

- Description of incident
- Photographs, letters, print out of internet postings, emails or text messages

2.5 FINDINGS REPORT REQUIREMENTS

A thorough investigation adequately addresses the circumstances of the allegation. The investigation report should include the facts necessary to form a reasoned conclusion as to what happened.

The ASBN views the following as important elements of all investigations. Additional elements may be necessary based on the facts of the complaint.

In any resulting contract, all investigations must include:

- A signed and dated written statement from all persons who are connected in any way with the incident under investigation. Identify each person separately in such a manner that he/she cannot be confused with any other individual, including full name, nicknames, demographic and contact information.
- Written statements from other staff that might know or have information about the behaviors of the nurse in question.
- Description of where and when, date(s) & time(s), the incident happened.
- Identification of relevant information surrounding the incident.
- Notification to licensee of the complaint.
- Letter of explanation from licensee.
- Personnel file from current and past employers.

2.6 INVESTIGATIVE REPORT SUBMISSION REQUIREMENTS

In any resulting contract, investigative reports must be submitted to the ASBN within five (5) business days after completion of the investigation. Report submissions should include:

- All original documents (Note: not all documents will be utilized in the investigative report)
- Typed investigative report meeting the following criteria:
 - Photocopies of original documents
 - Arrange in chronological order
 - Pages numbered at top right hand corner
 - No staples, paper clips or dividers
- Cover page that includes:
 - Date report completed
 - Licensee's name
 - License number
 - Employer
 - Type of case
 - Investigator's name
 - Description of each attachment
- Include a copy of the complaint and request for investigation
- Make a clear demarcation between sections. The divider should not be physical.
- Do not include irrelevant documents in report (all documents obtained during investigation shall be submitted to ASBN but not necessarily placed in the investigative report)
- Do not include civil judgments, bankruptcies, etc unless specifically related to the complaint
- Do not highlight anything in the report. To draw attention to a specific section you may underline, or use an asterisk etc.
- Do not write on any original document, only write on copies
- Refer to past discipline in report
- Do not include employer write-ups for absenteeism

The time log and billing information is a separate attachment.

SECTION 3- CRITERIA FOR SELECTION

The Arkansas Board of Nursing has determined that the following minimum qualifications must be met in order for a vendor to be considered for placement on the Qualified Vendors List. (PASS or FAIL.)

At a minimum vendor's proposals must include the following information:

MINIMUM EXPERIENCE

Proof of a minimum of 3 years experience investigating healthcare related issues.

Arkansas State Board of Nursing factors for consideration are:

EDUCATION and EXPERIENCE (Agency will use to determine area of expertise)

- Curriculum Vitae
- Narrative description of past education and experience investigating complaints against licensed nurses.
- Sample of a minimum of 4 investigative reports dated within past 3 years.

CAPABILITY TO PROVIDE SERVICES AS SPECIFIED

- Average number of investigations completed each year – Number of staff available for this project
- Minimum of two references (these must be individuals who utilized your investigative services within the past three years.) Contact information must be provided. PASS/FAIL
- Any unfavorable information obtained during Arkansas State Board of Nursing's review of vendor's qualifications may be the cause for rejection of the proposal.

After initial review of the minimum experience by the Office of State Procurement, those meeting minimum qualifications will be forwarded to the ASBN where a Review Committee with expertise in investigative and reporting services will review the proposals and advise OSP of their final decision regarding Vendor's placement on the Qualified Vendors List.

STANDARD TERMS AND CONDITIONS

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

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products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.

10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

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- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.