



STATE OF ARKANSAS

REQUEST FOR PROPOSAL

DH-13-0001

For

WIC EBT Project Implementation Contractor

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Acronyms Used in DH-13-0001

Acronym	Descriptor
ADH	Arkansas Department of Health
APL	Approved Product List
Contractor	Vendor, Bidder, Offeror responding to this RFP
Deliverable	Whether singular or plural, means the tasks, services, work, goods or other consideration of any kind that the contractor is required to deliver to the State per the terms of this RFP
EBT	Electronic Benefits Transfer; the electronic transfer of government benefits to individuals through the use of card technology and point-of-sale terminals
eWIC	Since the term “EBT” is most commonly associated with SNAP, the Arkansas WIC Program refers to WIC EBT as “eWIC” to eliminate any confusion
IT	Information Technology
LHU	Local Health Unit
MIS	Management Information Systems
PIC	Project Implementation Contractor
PM	Project Manager
PMI	Project Management Institute
PMP	Project Management Professional
PMT	Project Management Team
POS	Point-of-Sale
Retailer	Grocer contracted with the WIC Program to redeem WIC Program food benefits
RFP	Request For Proposal
Smart Card	A type of plastic card embedded with a computer chip that stores and transacts data between users. This data is associated with value or information, or both, and is stored and processed within the card’s chip, either a memory chip or microprocessor.
SNAP	Supplemental Nutrition Assistance Program (previously known as Food Stamp Program)
State	Refers to the State of Arkansas
TANF	Temporary Assistance for Needy Families
UAT	User Acceptance Test
UCC	Uniform Commercial Code
UPC	Universal Product Code
USDA/FNS	United States Dept. of Agriculture/Food Nutrition Services
WBS	Work Breakdown Structure
WIC	Special Supplemental Nutrition Program for Women, Infants, and Children

1: INTRODUCTION

The State will select from the submitted proposals one (1) full-time Project Implementation Contractor (PIC), subject to negotiation of a final agreement. The target commencement date for the proposed services is to begin in June 2014 and is based on United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) contract approval. The goal of this procurement is to establish, on a competitive basis, a deliverables-based contract for the specific products and services required by this RFP which are described in detail in Sections 2, 3 and 4.

1.1: Purpose

The Arkansas Department of Health (ADH) is issuing this Request for Proposal (RFP) to solicit responses from qualified and experienced contractors to serve as the Project Implementation Contractor (PIC) which assists the State in implementing an off-line electronic benefits transfer (EBT) system for its Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Since the term "EBT" is most commonly associated with the Supplemental Nutrition Assistance Program (SNAP), the Arkansas WIC Program will refer to ADH's WIC EBT system as "eWIC" to eliminate any confusion.

1.2: Background

ADH anticipates piloting eWIC in Miller County in June 2015. The eWIC pilot project will be operated for three (3) months while evaluation of system cost and benefit data is collected and analyzed. Statewide rollout is anticipated, but not guaranteed, at the conclusion of the pilot. The services being solicited through this RFP relate to implementation of eWIC in Arkansas to include the planning, coordination, employment and evaluation of the pilot project as well as initiation, expansion, and monitoring of a statewide rollout and project closeout activities. These services will extend and enhance the quality assurance oversight of the WIC Program actions in Arkansas.

1.3: Overview of ADH Organization and Operations

The WIC Program is a nutritional and supplemental foods program that serves as an adjunct to health care intended to prevent the occurrence of health problems and improve the health status of participants during critical times of growth and development. The WIC Program is open to pregnant, breastfeeding and postpartum women, and children up to the age of five (5) who are at nutritional risk and have incomes at or below 185% of the Federal poverty level. WIC provides nutrition education and food benefits to these women, infants, and children found vulnerable to the effects of malnutrition to promote and achieve optimal nutritional status of children prior to entry into school.

The WIC Program is funded by the USDA and administered in Arkansas by ADH. The State provides WIC food prescriptions directly through State employees at the local level. These local offices are referred to as local health units (LHU). There are currently ninety-five (95) LHUs in Arkansas. These LHUs presently provide WIC services and benefits directly to over 84,000 participants in Arkansas.

The ADH/WIC Program currently provides food benefits to program participants through paper checks that are redeemed in retail stores for specifically prescribed nutritious foods. However, the ADH is now moving to an offline food delivery system utilizing smartcard technology. The retail grocer will use in-lane Smart Card readers, controllers, and store automation software to decrement the approved benefits which have been loaded to the WIC participant's Smart Card. The retailer's in-store system will generate a claim file for the cost of the purchased foods which is electronically transmitted to the EBT settlement server for electronic payment to the store. The State is concurrently soliciting for a Smart Card EBT Module Developer and an EBT Claims Processor via separate RFPs. To avoid potential and actual conflicts of interest or the appearance of a conflict of interest, the awardee of this RFP will not be eligible to bid on the Smart Card EBT Module Developer or the EBT Claims Processor RFPs.

There are approximately four-hundred (400) retailers in Arkansas authorized to redeem the supplemental food benefits prescribed by the ADH/WIC Program. There are presently seven (7) retailers authorized in Miller County where eWIC pilot operations are scheduled to be implemented in April 2015. The eWIC pilot project will last for a full 3-month timeframe, not including pre-planning and training activities. A cost evaluation study will be conducted during the pilot project and submitted to USDA/FNS immediately following the completion of the pilot project. The specific pilot date is an estimate and may occur later than indicated.

Current retailers authorized to accept WIC food benefits from participants may or may not have the technical capability to accept Smart Card. The majority of these retailers have magnetic stripe capability to accept SNAP, Temporary Assistance for Needy Families (TANF), and debit/credit. Many also have terminals in-lane that can read Smart Card chips. Plans are underway to assist with the enablement of Smart Card capability in the retailer's environment.

Under current eWIC planning, retailers will provide WIC food benefits using one (1) of two (2) primary automation configurations:

- Stand-Beside Automation System requiring additional items of equipment in the lanes of the retailers including a scanner, a Smart Card capable terminal, and a printer in addition to one (1) personal computer per store to serve as a back room controller.
- Integrated Automation System consisting of Smart Card terminals integrated into the retailer's existing (or upgraded) automation system that handles all lane transactions.

A number of the retailers represented in the pilot region have prior experience in eWIC at the national level. For example, Albertson's and Wal-Mart have been successfully operating Smart Card WIC systems for several years in other geographic states. A few of the stores do not have any eWIC experience or it is limited to online, magnetic stripe technology. This variety in experience and equipment will allow ADH to evaluate key components of the pilot phase such as training, customer service, and installation which will allow the program to determine where improvements should be prioritized prior to statewide rollout.

2: SCOPE OF WORK

The ADH/WIC Program seeks to procure a single PIC responsible for the external project management services necessary to implement eWIC in Arkansas. The PIC must be capable of performing all assigned tasks with self-sufficiency and minimal guidance from the eWIC Project Manager. The specific responsibilities and deliverables required are described in detail in Sections 3 and 4 of this RFP.

The PIC must provide technical assistance to the State and be fully knowledgeable in both hardware and software related to Smart Card operations, Smart Card terminal operations, and Smart Card interfaces with automation systems. Expertise must include such areas as card and terminal security, open-system architecture, and the management and mitigation of technical risks. Such technical expertise must be available to address issues in both the WIC clinic and retailer environments.

The PIC will coordinate the activities of the Project Management Team (PMT), the Smart Card EBT Module Developer, the EBT Claims Processor and representatives from the retailer community. The PIC must develop processes required to ensure that the various elements of the eWIC project are properly coordinated. These include, but are not limited to, project plan development, project plan execution, integrated change control, quality assurances, scope, time and cost management, and project closure.

The Project Implementation Contractor will assist the PMT in overall management of the eWIC project to include:

- providing both expert technical review and technical corporate-level consultation related to Smart Card and EBT implementation issues;
- working with stakeholders and subject matter experts to ensure business requirements are met while holding to scope;
- as a business architect on the project, facilitating major process improvements;
- providing day-to-day oversight of the project;
- developing, maintaining and updating a detailed project management plan;
- working with the PMT, coordinating and aligning the work, managing the issues and risks, reviewing and accepting deliverables;
- facilitating decision processes and unscheduled meetings to discuss issues;
- ensuring change management, training and communication are effective (and adjusted accordingly if goals are not met);
- assisting retailers statewide in integration decisions;
- participating in retailer and system testing activities;
- making recommendations for system requirements;
- facilitating pilot and statewide rollout of eWIC implementation with retailers to include interaction with individual retailers and retail grocer associations;
- completing a cost evaluation study immediately following the pilot project;
- evaluating the statewide implementation of eWIC in Arkansas;
- assisting in developing final expansion plans and enablement strategies; and
- providing post-implementation review and assessment of future enhancements to eWIC and next generation benefits delivery system analysis.

2.1 Project Governance

The PMT will exercise oversight of this project. PMT members are:

- the eWIC Project Director
- the eWIC Project Manager (PM)
- the eWIC Project Coordinator
- two (2) other ADH WIC staff members
- others as needed

The PMT is headed by the eWIC Project Director who governs the planning, direction, oversight, and resource management of the project. In addition, the eWIC Project Director serves as the primary liaison between the project and all ADH divisions, garners Agency support, and escalates decisions and issues as needed. The eWIC PM plans, guides, and oversees the day-to-day internal activities that support the system development within the master project schedule and all other project work plans. The eWIC Project Coordinator closely assists the eWIC PM and provides constant support to the WIC State Office and Arkansas retailer community. Team members are responsible for accomplishing tasks as directed by the PM.

The PIC will be directly responsible to the eWIC PM. The eWIC PM and the PIC will work cooperatively on a day-to-day basis to ensure PMT activities and objectives are planned and performed according to the project plan schedule in place. The PIC will be required to be on-site in Arkansas a minimum of twelve (12) times as agreed upon and based on the project schedule. Approximate time frame is listed below. The PIC will attend project team status meetings either onsite in Arkansas or via teleconference as approved by the eWIC PM. Estimated travel costs and associated expenses as part of the costs below must be included in the response to this RFP.

- Project Kickoff Meeting – 5 days
- Joint Application Design (JAD) – 14 days
- Readiness Assessment Meeting – 3 days
- Retailer Integration Plan Meeting – 3 days
- Knowledge Transfer and Training Plan Meeting – 3 days
- User Acceptance Test (UAT) – 14 days
- eWIC Pilot Project Planning Meeting – 14 days
- eWIC Pilot Project Follow-Up Meeting – 14 days
- eWIC Statewide Rollout Beginning Phase Meeting – 5 days
- eWIC Statewide Rollout Mid-Phase Meeting – 5 days
- eWIC Statewide Rollout Ending Phase Meeting – 5 days
- Post Implementation Evaluation Meeting – 3 days

The PIC must keep the eWIC PM informed on a regular basis regarding progress and status of the eWIC project. When issues arise, the PIC must be able to make recommendations regarding amendments and changes to the deliverables, schedule or budget. The eWIC PM negotiates amendments and reviews work authorizations and invoices. A deliverable submitted by the PIC is only considered completed and appropriate for invoicing once the eWIC PM has accepted and approved the deliverable in writing.

3.0: DUTIES AND RESPONSIBILITIES

The range of services described in this RFP reflects the State's goal to provide eWIC services that meet the State's quality, performance and budget requirements. These roles and responsibilities are not intended to be all-inclusive but should provide a general overview.

3.1: Project Management

The project management responsibilities are to manage all phases of the project through project completion and approval by USDA/FNS. The PIC is responsible for leading the PMT through day-to-day project activities, accepting and reviewing document deliverables for accuracy, providing recommendations, assisting in stakeholder communications and reporting, reviewing technical documents and regulations for compliance, establishing and contributing to the project document repository. The PIC will also assess coordination, communication, and management to verify that PMT members, other contractors, agencies and departments are not working independently of one another.

The PIC is responsible for evaluating the project management plans and procedures to verify that they are developed, communicated, implemented, monitored, and completed within scope, schedule and budget. The PIC must assure that all activities are performed in accordance with Federal and State regulations.

The PIC is also responsible for ensuring project quality. This includes a number of aspects of quality management such as validating with testing that the eWIC system works and meets the business requirements, ensuring that deliverables meet the quality standards and functionality needed to make this project successful.

The PIC will also perform other minor duties related to project management support as assigned by the eWIC PM. Minor duties may include responding to phone calls and email, making photo copies, scheduling and attending ad hoc meetings and attending conference calls, facilitating State Management Evaluations, researching and providing technical documentation, as well as developing reports and documents.

3.2: Technical and Management-level Assistance

The PIC will be responsible to provide technical assistance to the State on the management ramifications of implementing or changing major automation systems such as Smart Card systems. This assistance will focus on issues related to efficiency, cost-effectiveness, impact on organizational relationships (internal and external), and pending and future technological advances and regulation changes that may impact management decisions.

The PIC will consult, coordinate, and consider the input of the Smart Card EBT Module Developer and EBT Claims Processor on any matters necessary for the performance of this task. While tasks assigned to other ADH/WIC contractors are separate and distinct from tasks solicited under this RFP, the work being performed under this task requires that the PIC work effectively with all existing stakeholders currently involved in the Arkansas eWIC design, development, and implementation.

3.3: Retailer Implementation Assistance

State staff will work directly with the Value Added Resellers (VAR) to provide detailed information to retailers, so they may make an informed decision regarding point-of-sale (POS) equipment and software. The PIC will be a resource to facilitate full retailer readiness to process eWIC transactions. Whether retailer management desires to pursue a point-of-sale (POS) integrated or nonintegrated approach, the PIC will assist State staff and the VARS with subject matter needed to provide technical information and consultation necessary for the retailer to decide to upgrade or modify the current POS system.

The PIC will be tasked in the review and management of retailer training to include any training manuals or presentations prepared by and/or for ADH/WIC and distributed to retailers.

3.4: User Acceptance Testing

Extensive testing of the eWIC system will be a priority (i.e., performance, usability, acceptance, and regression testing). User Acceptance Testing (UAT) is a method by which a system is validated through a series of well-documented tests encompassing all functional areas of the system. UAT is necessary to confirm that the developed system meets all user requirements. UAT requires multiple simultaneous testers to provide a realistic test environment of the eWIC system. The UAT must incorporate end-to-end testing of all system operations from the creation of cases in the MIS, generation of and loading benefits to the cards, redemption of benefits at authorized retailers, submission of claim files to the processing host, and a review of the settlement and reconciliation processes.

The goal of the Pilot Test is to achieve a high probability that the implemented system will meet the objectives specified in the approved Implementation Advance Planning Document (IAPD). The Pilot Test is a key milestone in project development and occurs when a fully functional prototype system is available for testing, but before statewide implementation. The goal of the Pilot Test is to achieve a high probability that the implemented system will meet the objectives specified in the approved IAPD.

The PIC will participate in the Pilot Testing, UAT planning, facilitation and analysis to ensure quality assurance and that the system satisfies the needs of the Arkansas eWIC project as specified in the functional requirements and provides confidence in its use. The PIC will also monitor other tests such as functional, unit, integration, and interfaces throughout the life of the contract and will provide the ADH/WIC with recommendations for acceptance.

3.5: eWIC Pilot Project

Once the system has passed UAT and has been formally accepted, an eWIC pilot project will be conducted. The eWIC pilot project is an opportunity to test eWIC in a limited environment and identify any bugs or issues before statewide expansion.

The PIC will oversee the planning and implementation of the eWIC pilot project. During the eWIC pilot project, the PMT and the PIC will monitor system performance, use of and availability of resources, and make recommendations as needed for efficient system operation and issuance/redemption of participant benefits.

A primary duty of the PIC will be to prepare a detailed Knowledge Transfer and Training Plan as a part of the eWIC pilot project. The purpose of the plan is to describe the approach for bringing ADH/WIC and IT staff, WIC participants and Arkansas retailers to a familiar level of understanding on how the new eWIC system works.

At the completion of the eWIC pilot project, ADH/WIC will submit a cost evaluation study to USDA/FNS of the eWIC experience using input from all stakeholders in the pilot site location. The PIC will provide development of this study under PMT oversight. The PMT and the PIC will also evaluate the effectiveness of training, policies, and procedures while closely monitoring all aspects of the pilot phase to aid in the development of the cost evaluation study and final rollout plans.

3.6: Cost Evaluation Study

Immediately following the completion of the Miller County, Arkansas eWIC pilot project, the WIC Program will complete a thorough cost evaluation study for review and consideration by USDA/FNS. The PIC will oversee the development of this product.

3.7: eWIC Statewide Rollout

Contingent on USDA/FNS approval of the post-pilot cost evaluation study, ADH/WIC will plan for statewide rollout phasing for the eWIC system. A phasing rollout provides the opportunity for making course corrections and adjustments along the way. The ADH/WIC Program will begin developing the Retailer and WIC Clinic Enablement and Management Plans prior to and during the eWIC pilot project with contributions from all project stakeholders and expertise provided by the PIC. The PIC will be responsible to oversee each phase of the statewide expansion of the eWIC statewide rollout.

3.8: Project Closeout Activities

The PIC will assist ADH/WIC in evaluating the effectiveness of the eWIC statewide implementation. This evaluation must include consideration of input from the State's other eWIC contractors, authorized WIC retailers, WIC participants, ADH/WIC clinic staff, USDA, and all other stakeholders in the Arkansas eWIC project.

The PIC will provide recommendations of actions ADH should take to meet future eWIC delivery system challenges including the potential accommodations with other programs or WIC state agencies.

The PIC will also provide an assessment of technology to include a projection of the life expectancy of the Smart Card system in consideration of any advanced technology that has evolved since the eWIC benefit delivery system was designed and implemented.

4.0: DELIVERABLES

The specific deliverables described below represent ongoing categories of work to be accomplished over the course of the project. Deliverables will only be considered complete after the eWIC PM has accepted and approved them in writing. NOTE: For each deliverable listed below, see the associated time frame involving these deliverables as projected on the RFP Schedule of Events located in Section 5.0.

4.1: Project Management Plan – Deliverable #1

The PIC will develop and implement a comprehensive project management plan that defines how the project will be executed, monitored and controlled. The PM plan will describe the processes required to ensure that the various elements of the project are properly coordinated. The document will be developed with input from the PMT and key stakeholders. The project management plan will address topics such as:

- Schedule Management - consisting of activity definition and sequencing, resource estimating, duration estimating, and schedule control activities.
- Scope Management - consisting of project initiation, scope planning, scope definition and scope change control activities.
- Cost Management - consisting of resource planning, cost estimating, and budgeting and cost control activities.

4.2: Project Work Plan – Deliverable #2

The PIC will submit a project work plan using Microsoft Project in sufficient detail to afford the State full visibility into the status of all PIC activities during the course of the project effort. The plan must detail how the PIC will implement the eWIC system in Arkansas including: stakeholder communications; retailer and clinic readiness activities such as training and equipment integration; user acceptance testing; planning, implementing and monitoring the eWIC pilot project; cost evaluation study; statewide rollout and post implementation evaluation activities.

The project work plan must also include a high-level Work Breakdown Structure (WBS) with tiers showing project milestones or phases in the top level with a breakdown of major project tasks into smaller work packages underneath. Work packages at the bottom level should have no smaller than two-week durations and have measurable, testable, or observable outputs. This deliverable is to be presented to the eWIC PM in the form of an initial draft and then a final version after incorporating comments from the PMT.

4.3: Integrated Master Schedule – Deliverable #3

The PIC will create an integrated master schedule suitable for tracking project activities. At a minimum, the master schedule will show milestones, deliverables, times of performance, degrees of completion and assigned resources for all project activities. The activities duration in the master schedule will have the appropriate degree of granularity to manage and track project progress. This is a single, base-lined and periodically updated deliverable encompassing all project activities.

4.4: Issue and Risk Management Plan – Deliverable #4

The PIC will develop an issue and risk management plan consisting of risk management planning, risk identification, risk quantitative and qualitative analysis, response planning, monitoring, and control activities. The plan will include a table of potential risks and recommended risk responses. The plan will also consider contingency planning for the unexpected as well as any anticipated problems. This is a single, periodically updated deliverable encompassing all project risks and strategies to mitigate the possible impact on the eWIC project.

Additionally, the plan will document the process for issue escalation and resolution and communicate that process to all stakeholders. The PIC will immediately inform the eWIC PM of any discovered risks or issues, and also review and assign resources for issue resolution.

4.5: Quality Assurance Plan – Deliverable #5

The PIC will develop a quality assurance plan that describes:

- how quality, meaning conformance to project requirements, will be monitored throughout the project life cycle;
- what actions will be taken to prevent quality issues; and
- what actions will be taken to resolve identified quality issues.

The plan will define signoff procedures for project milestones and deliverables. The PIC will personally review deliverables for completeness and conformance to project requirements and provide guidance to the PMT and eWIC PM for acceptance.

4.6: Status Reports – Deliverable #6

The PIC will submit on the first Monday of every month to the eWIC PM electronic Microsoft Word reports that capture and track ongoing project activities and status. The report will include at a minimum:

- all tasks accomplished, incomplete, or behind schedule in the previous month (with reasons given for those behind schedule),
- all tasks planned for the coming two (2) weeks,
- an updated status of tasks (entered into the Project Plan and attached to the Status Report – e.g. the percentage completed, completed, resources assigned to tasks, etc...),
- status of corrective actions undertaken,
- current status of the project’s technical progress and contractual obligations,
- achievements to date,
- risk management activities,
- unresolved issues,
- plans and requirements to resolve schedule and unresolved issues,
- action items,
- problems,
- installation and maintenance results, and
- significant changes to Contractor’s organization or method of operation or to the deliverable schedule where applicable

The PIC and the eWIC PM will establish the exact format of the report document at or before the project kickoff meeting.

4.7: Change Management Plan – Deliverable #7

Working with the PMT, the PIC will develop a comprehensive change management plan to ensure that changes to the MIS system are introduced in a controlled and coordinated manner. The PIC will suggest standardized methods and procedures for efficient and prompt handling of all changes to control MIS/IT infrastructure, in order to minimize the number and impact of any related incidents upon service. Additionally, the PIC will recommend strategies to minimize the risk of the PMT from drifting away from its original purpose and scope into unplanned activities, uncontrolled changes or continuous growth. The Change Management Plan must include how a change in the project impacts the schedule and the decisions made based on scope assumptions outlined in the eWIC Project Charter.

4.8: Readiness Assessment – Deliverable #8

The PIC will prepare/update templates and checklists to assist ADH/WIC in determining readiness for implementation of the eWIC system for ADH/WIC Clinic staff, WIC participants and retailers. These assessments will measure change readiness progress (i.e., awareness, assimilation adoption), identify readiness indicators, and establish readiness baselines. The PIC will provide recommendations for readiness activities to include what needs to be completed, who needs to make the changes and the timelines for completion of changes. Additional factors that may not be critical but would improve processing will be included in the recommendations. The PIC will produce readiness assessment reports one (1) time for the pilot locations and once a month during statewide rollout based on established phases.

4.9: Communications Plan – Deliverable #9

The PIC will create a communications plan that captures a stakeholder contact list, the types of information to be disseminated, the format for each type, a schedule of when information will be produced and disseminated, and the method for updating the communications plan. The plan will identify the communication objectives, the key messages, the appropriate audiences, the right communications vehicles, and the appropriate timing. This project requires the PIC to coordinate numerous interactions with all levels of stakeholders to address concerns, manage expectations, and facilitate decisions and acceptance of business processes and eWIC system design. This is a single deliverable maintained throughout the life of the project. The PIC must regularly assess and recommend communications improvement to assure continuous stakeholder buy-in, participation, support, commitment, and open pathways of communication among all stakeholders.

4.10: Retailer Integration Plan – Deliverable #10

The PIC will be tasked with contributing to the details of the PMT's retailer integration plan and will make recommendations to ADH/WIC, USDA/FNS, other project contractors and the Arkansas eWIC Vendor Team. At a minimum, the plan must include an on-site retailer kick-off meeting, follow-up to the most recently completed retailer surveys, precertification and certification testing schedules, level III retailer system certifications, and training plans with detailed coordination. The PIC will also provide assistance in consulting with and advising retail grocer associations or organizations that have an inherent interest in the integration of eWIC into the retailer environment.

Along with ADH staff, the PIC will conduct meetings with retailers to discuss eWIC implementation plans, the specifications and requirements of point-of-sale (POS) equipment and the potentials for ultimate POS integration, discussing cost and procurement issues related to POS hardware, and responding to retailer questions related to the implementation plans, Smart Card system and other retailer issues.

The PIC will advise and make available to the retailer all published Federal or State specifications, policies and documents that will assist the retailer in building an integrated system. The PIC will provide the retailer with a list of knowledgeable companies that have indicated an interest in providing POS-integration services to the WIC retailer community, from which retailers may pursue either an in-house or contracted integration project. The PIC is prohibited from offering its own POS integration services outside of this contract to retailers who are provided any services under this RFP as tasked by the State.

The PIC will provide to the eWIC PM with a summary report of each integration meeting with retail grocers to include who attended the meeting, issues discussed during the meeting, problems discovered as a result of interaction with the retailers at the meetings, and recommend further State actions as necessary to support POS-integration.

4.11: Knowledge Transfer and Training Plan – Deliverable #11

The PIC will create a knowledge transfer and training plan that provides all the detailed information ADH/WIC needs to document how the training plan will take place. It will include a description of training activities specific to ADH/WIC office and clinic staff, WIC participants and retailers. The schedule and the content of the training will be decided upon after discussion with the PMT.

The knowledge transfer and training plan will address, at a minimum, the following topics:

- Training goals/standards and the specific plan for training different audiences
- Strategy for providing training in a time-appropriate manner in the project to allow the training goals to be effectively implemented
- Tasks and resources necessary to complete the training effort and identify the tools and documentation required
- The different types of training, course materials, the training approach for different system users, and how training effectiveness will be measured and addressed
- A description of deliverables to support initial and ongoing training including user manuals, written flyers and/or brochures, on-line help, and on-site training either in-person or via visual/video aids
- Knowledge transfer procedures to enable ADH/WIC staff to operate and maintain the new system, including guidelines to support security and privacy requirements, and to be able to effectively resolve retailer and participant questions and concerns
- Metrics for tracking progress in achieving training and knowledge transfer objectives
- Recommendations from project contractors for training and knowledge transfer before, during, and after the eWIC project pilot will allow ADH/WIC staff the ability to project the training needs and scheduling efforts required for statewide expansion of the eWIC project.

4.12: User Acceptance Testing – Deliverable #12

The UAT provides the State with the opportunity to test the Contractor's EBT System functionality and to ensure compliance with the State's existing MIS system and Federal System design requirements. This test, which must include "what if" situations, must examine at least the following: functional requirements, security, recovery, and system controls. In addition, as part of UAT, the EBT Contractors must demonstrate the methods and processes that will be used both to perform daily reconciliations of the Contractor's system with the State's existing MIS system and to process financial settlements. The system's ability to issue benefits via the developed Smart Card functionality in the existing MIS system must also be demonstrated.

During the formal test script portion of the acceptance test, testing representatives must follow detailed test scripts. The test scripts must cover all facets of the System's operations and test all of the System processing options and environmental conditions (e.g., entry of erroneous data, and POS hardware and communications failure). The ad hoc, or "what if," portion of the acceptance test provides the State with the opportunity to introduce various transaction sets and sequences that have not been included in the test scripts. The objective of these tests is to challenge the System's operations, capabilities, and design as well as to identify any areas of potential weakness or failure.

The WIC State Agency Staff, Smart Card EBT Module Developer and EBT Claims Processor will be available to document and correct any system bugs or defects in the system identified in UAT. The PIC will coordinate the entire UAT team, participate in the development of ADH/WIC specific test scripts, verify the most current version of the Smart Card states' eWIC test scripts, be present during the UAT in an advisory capacity, assist in consistent documentation and reporting of results, and request a recommendation from USDA/FNS at the end of the test regarding whether or not the system is ready for pilot.

The deliverable is a successful and completed UAT with a recommendation and assessment of the system's readiness for pilot implementation and documentation of the need for any additional training, equipment or system modifications as necessary and as identified during the UAT.

4.13: eWIC Pilot Project– Deliverable #13

The PIC will participate in closely observing the pilot project to establish a thorough understanding of the system's operations and its impact on program operations, participant and retailer concerns and/or satisfaction, and to ensure policies and procedures are being followed.

The PIC will oversee the planning, coordination, employment, monitoring and evaluation of the eWIC pilot project. The PIC must manage every aspect of the project plan to ensure that all work is being performed correctly and on time. This includes but is not limited to supporting change control, deliverable acceptance, issues, organizational change, the PMT, and project transition. During the pilot, the PIC will collect data and input from the pilot clinic and retailers to evaluate the status of the project and make any recommendations for change. Also, during this time, the PIC will monitor the effectiveness of the project, manage changes to project scope and schedule, control costs established in the budget, and apply risk response plan to any unexpected events.

4.14: Cost Evaluation Study – Deliverable #14

At the conclusion of the pilot project, the PIC will assist the PMT with evaluating costs prior to statewide expansion to determine affordability of the eWIC system. Using existing WIC EBT cost analysis models (FNS Handbook 901 and the 2011 approved Arkansas WIC Feasibility & Cost Analysis Report) for guidance in reviewing the financial aspects of eWIC pilot project, the PIC will provide a recommendation as to whether the State should move forward with statewide implementation or make further adjustments before proceeding. Consideration must be given to system stability, user satisfaction, any need for modification of system or user processes, and the impact on clinic operations and participant flow and convenience. This document will be submitted to USDA/FNS within fourteen (14) calendar days of the end of pilot for review and approval before continuing with statewide rollout of the eWIC system. The cost evaluation study will address, at a minimum, the below factors and follow the FNS template format regarding budget and financial factors.

- eWIC material costs
- Meeting functional requirements
- eWIC staffing costs
- State agency capacity
- eWIC contractor charges
- Availability and accuracy of state level data
- Adequacy of help messages and user documentation
- Security and system integrity
- Telecommunications charges
- Readiness for statewide roll out and affordability

4.15: eWIC Statewide Rollout – Deliverable #15

A completion of a successful cost evaluation study and confirmed funding for statewide expansion, the PIC shall provide general guidance of eWIC statewide rollout for the State Agency. Completion of the deliverable is when all retailers and LHU's/WIC Clinics in Arkansas are fully functional with eWIC system. A fully functional eWIC system will include Smart Card functionality compatible with the MIS system and Smart Card claims processing functionality resulting in greater client convenience, reduced food delivery costs, and a streamlined settlement process.

Tasks will include:

- Monitoring project management and work plans
- Assisting in the development of a statewide implementation plan
- Providing technical assistance
- Tracking and monitoring project risks and issues
- Supporting clinic readiness
- Enabling retailers to accept the eWIC Smart Card including support for retailer integration, system certification, obtaining retailer agreements and deployment and training of stand-beside POS terminals
- Resulting in all vendors and clinics functionally operating eWIC and collecting all data for Post Implementation Evaluation Report

4.16: Post Implementation Evaluation Report – Deliverable #16

Not later than ninety (90) days after the completion of eWIC statewide implementation, the PIC will deliver to ADH/WIC a written post-implementation evaluation report. The PIC will assess the strengths and weaknesses of the implementation process. Documenting lessons learned, the report will identify problems encountered, note corrective actions taken, and make suggestions for future eWIC implementations in Arkansas.

The PIC will also report successes and shortcomings of the system, including but not limited to, each of the areas of ADH/WIC clinic operations, WIC client processes, retailer point of sale operations, retailer claims processing, retailer claims payment, EBT processor financial processing, and state agency system processes as they pertain to the following fourteen (14) functional areas:

1. Account Setup
2. Benefit Authorization
3. Card Issuance, Security, and Management
4. Training Materials and Services
5. Client Account Maintenance
6. Transaction Processing
7. Customer Service
8. eWIC Retailer/Vendor Management
9. EBT Settlement
10. EBT Reporting and Reconciliation
11. System Configuration Reliability and Availability
12. Back-up Systems and Process
13. Disputes
14. UPC and NTE Management

5: RFP SCHEDULE OF EVENTS

5.1: Timelines

5.1.1: Procurement Timetable

The following timetable is anticipated for the procurement process. All times refer to local time (CST) in Little Rock, Arkansas.

Event	Date
RFP issued	January 10, 2014
Due date for written questions	January 31, 2014
Due date for answers to questions, posted in the form of an addendum	February 7, 2014
Closing date and time for receipt of proposals-also opening of received responses	2:00pm March 7, 2014
Anticipated Legislative Review of Award	To be announced at a later date
Anticipated Contract Start Date	To be determined

*These dates may change due to overall eWIC project planning and implementation issues and procurement processing. All dates will be adjusted if the eWIC pilot project start date is delayed.

5.1.1: Project/Deliverable Timetable

Event	Date
Project Kick-Off Meeting Project Management Plan – Deliverable #1 Communications Plan – Deliverable #9	May 5, 2014
Project Work Plan – Deliverable #2 *Integrated Master Schedule – Deliverable #3 *Status Reports – Deliverable #6	June 5, 2014
*Issue and Risk Management Plan – Deliverable #4 Quality Assurance Plan – Deliverable #5 Change Management Plan – Deliverable #7	June 18, 2014
Joint Application Design (JAD)	July 5, 2014
*Readiness Assessment – Deliverable #8	August 4, 2014
*Knowledge Transfer and Training Plan – Deliverable #11 *eWIC Pilot Project Coordination – Deliverable #13	August 5, 2014
Retailer Integration Plan – Deliverable #10	October 31, 2014
User Acceptance Testing (UAT) – Deliverable #12	March 8, 2015
eWIC Pilot Start Date	June 2015
Cost Evaluation Study – Deliverable #14 FNS Approval	October 30, 2015
*eWIC Statewide Rollout – Deliverable #15	November 2, 2015 (Phase 1) December 7, 2015 (Phase 2)
Post Implementation Evaluation Report – Deliverable #16	December 31, 2016

*Deliverables that will be ongoing throughout the life of the project.

5.2: Minimum Qualifications

eWIC project implementation represents a critical function of the ADH/WIC program such that it requires EBT industry specific technical skills and in-depth program knowledge to support the project. Candidates for this RFP must meet the following criteria:

- Minimum of five (5) years of experience in managing complex projects for a government agency.
- Demonstrated ability to quickly comprehend project scope and business requirements.
- Excellent English communication skills.
- Excellent ability to understand and express complex topics to a diverse audience.
- An understanding of system design using EBT.
- Experience working with the WIC Program or other EBT implementation projects is highly desirable.
- It is preferable that the contractor hired for this RFP have Project Management Institute Project Management Professional (PMI PMP) Certification.

5.3: Submissions

All potential contractors will be required to develop a comprehensive plan of deliverables to ensure a baseline understanding of the high-level business requirements of the ADH/WIC Program and eWIC project. In addition, project management skills along with proven successful experience will be a significant component of the requirements when selecting contract staff via competitive procurement procedures.

Potential contractors must also illustrate in detail how they will support expected, as well as unanticipated, fluctuations in the workload associated with the eWIC project by describing their methodology for prioritizing issues that may compete for resources with other projects and/or staffing obligations under other contracts. With the eWIC PM's oversight, the PIC will participate in the development of all documents and requirements for activities occurring within the contract timeframe and will provide recommendations to the program to ensure all contractual terms are fulfilled.

5.4: Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of date of award through June 30, 2016. The contract may be extended for up to five (5) additional years from the initial effective date, in one (1) year increments, [the contract may not be extended beyond seven (7) years for a total life of contract], and contingent upon approval by ADH/WIC Section, review by the legislature, approval by the Arkansas Department of Finance and Administration/Office of State Procurement (DFA/OSP), appropriation of necessary funding, and all other necessary reviews and approvals.

5.5: Proof of Insurance

Upon request, the vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Arkansas Department of Health Issuing Officer.

6: GENERAL REQUIREMENTS AND INFORMATION

6.1: Issuing Officer

This RFP is issued by the Arkansas Department of Health .

Although communications regarding protests are permitted in accordance with Arkansas Code Annotated (A.C.A.) §19-11-244, from the issue date of this RFP until a successful respondent is selected and announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following:

Issuing Officer:

[Timothy Smith, CPPB \(DH-13-0001\)](#)
Procurement Branch Chief
Arkansas Department of Health
4815 West Markham Street, Slot 58
Little Rock, AR 72205
501-280-4573
Timothy.w.smith@arkansas.gov

6.2: Letter of Intent

Mandatory Pre-submission letter of intent is not required for this RFP.

6.3: Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified in Section 5.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 6.1. Respondents may submit their questions by e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses to questions received, on the DFA/OSP website <http://www.arkansas.gov/dfa/procurement/bids/index.php> in the form of an addendum. Respondents will be responsible for obtaining, signing and the return of any addendums to the Issuing Officer.

Respondents shall rely only on these written responses as the official answers to questions related to this RFP

6.4: Proposal Submittal

To be considered, each respondent shall submit a complete response to this RFP, using the format provided. An official who is authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection, and contract period.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package.

6.5: Proposal Preparation Costs

All costs for developing the response to this RFP are solely the responsibility of the respondents. The ADH will provide no reimbursement for such costs. All costs associated with any oral presentations to ADH will be the responsibility of the respondent and shall not be paid for or reimbursed by ADH. The ADH is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

All proposals, responses, materials, inquiries or correspondence relating to or in reference to this RFP will become the property of the ADH and will not be returned.

6.6: Opening of Proposals

The Issuing Officer will publicly open proposals on the date identified in Section 5.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

6.7: Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the ADH. However, ADH reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP or cancel this RFP at any time, according to the best interest of ADH. The ADH reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the ADH and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

6.8: Rejection of Proposals

The ADH reserves the right to reject any and all proposals received as a result of this RFP. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the RFP that are not acceptable to the ADH, the proposal may be rejected.

Proposals or bids will not be considered if submitted by any person or entity subject to debarment or exclusion under applicable laws, regulations, or rules in effect at the time the bid or proposal is made, reviewed or both.

6.9: Disposition of Proposals

All proposals become the public property of the ADH and will be a matter of public record subject to the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 et seq. In accordance with ACA §25-19-105 (b) (9) (A), to prevent any parties from obtaining information that would result in an unfair competitive advantage, no proposals will be released prior to the announcement of the results of the procurement process.

If the proposal contains material that is considered by the respondent to be confidential under Arkansas law, the respondent must so designate the material and state the basis for the claim of confidentiality in the Statement of Acknowledgement. In responding to any requests under the Freedom of Information Act for materials so designated, the ADH shall review the basis for the claim of confidentiality to determine if the claim of confidentiality appears justified. If there appears to be a valid basis for the claim of confidentiality, the materials will not be released.

If, in the judgment of the ADH, there is no valid justification for the claim of confidentiality, the respondent will be notified prior to the release of the information in order to allow the respondent the opportunity to pursue any desired legal remedies.

6.10: Incorporation into the Contract

Appropriate portions of the successful proposal may be incorporated into the resulting contract and shall be a public record subject to disclosure under the provisions of the Arkansas Freedom of Information Act, ACA §25-19-101 through §25-19-107.

The ADH shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to the RFP. Selection or rejection of the proposal shall not affect this right.

6.11: Sub-Contracting

Subcontracting will not be permitted in connection with this RFP.

6.12: Minority Business Policy

Minority participation is encouraged in this and all other procurements by state agencies. "Minority" is defined by ACA §1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander." The Division of Minority Business Enterprise of the Department of Economic Development conducts a certification process for minority businesses. Respondents unable to include minority-owned businesses as subcontractors may explain the circumstances preventing minority inclusion.

6.13: Independent Price Determination

Respondent's Cost Proposal (price) shall be arrived at independently without collusion, consultation, communication, or agreement with any other respondent or with any competitor. The respondent shall include a statement in the proposal that the price was arrived at independently without collusion, consultation, communication, or agreement. Should a conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of the contract until such time that a new contractor is selected.

6.14: Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the ADH shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

6.15: RFP Amendments

The ADH reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be posted on the internet at <http://www.arkansas.gov/dfa/procurement/bids/index.php>. Respondents will be responsible for obtaining, signing and the return of any addendums to the Issuing Officer.

6.16: Proposal Amendments and Rules of Withdrawal

Prior to the proposal selection date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Issuing Officer, signed by the respondent.

The ADH will not accept any amendments, revisions, or alterations to the request for proposals after the proposal due date unless such changes were requested by the Issuing Officer.

6.17: Respondent's Contact Person

Respondent will provide the name, telephone number, including area code, and email address of an authorized person in its company who may be contacted regarding the entity's RFP response.

6.18: Anticipation of Award

After complete evaluation of the bid or proposal, the anticipated award announcement will be posted on the Department of Finance and Administration, Office of State Procurement website http://www.arkansas.gov/dfa/procurement/pro_intent.php.

The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for fourteen (14) calendar days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only and no official award will be issued prior to the end of the fourteen (14) day posting period. Accordingly, any reliance on these preliminary results is at the agency/vendor's own risk.

The Arkansas Department of Health reserves the right to waive this policy, the Anticipation to Award, when it is in the best interests of the State.

6.19: Awarding of Contract

The ADH may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to the ADH based on the selection criteria. The ADH is not liable for any cost incurred by any respondent prior to the issuance of any contract. The contract is subject to state approval processes including but not limited to approval by DFA and legislative review as well as federal agency oversight and is not valid until those processes are complete.

6.20: Rules of Procurement

Any actual or prospective respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the ADH Director or the State Procurement Director within fourteen (14) calendar days after the respondent knows or should have known of the facts giving rise thereto in accordance with A.C.A. §19-11-244. The ADH Director or State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the protest with the parties in accordance with A.C.A. §19-11-244. This decision will be final and conclusive.

6.21: Restriction on Communications with State Staff

Although communications regarding protests are permitted in accordance with A.C.A. §19-11-246, from the issue date of this RFP until a successful respondent is selected and the selection is announced, respondents shall limit all other communications with any state staff about this or a related procurement to the RFP Issuing Officer. If this provision is violated, the state shall have the right to reject the proposal and annul the contract without liability.

6.22: Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, the Office of State Procurement is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation or in electronic format to the Office of State Procurement at the following e-mail address: eeopolicy.osp@dfa.state.ar.us. 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 of 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.

6.23: Performance Security

In order to assure full performance of all obligations imposed on a vendor by contracting with the State, the vendor will be required to provide a performance security in an amount of \$10,000 within ten (10) working days from date of receipt of the State's written notification by mail of its intent to award a proposal. The form of security required shall be a performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in Arkansas or a cashier's/certified check. An irrevocable letter of credit from an Arkansas bank is also acceptable. The ADH Procurement Official shall award the contract upon acceptance of the performance security.

If a vendor fails to deliver the required performance security, the proposal shall be rejected and the contract shall be awarded to the provider of the next ranked proposal. In the event of a breach of contract, either through quality problems, late delivery, substitutions, non-performance, or other areas within the control of the vendor, the ADH Procurement Official will notify the vendor in writing of the default and may assess reasonable charges against the vendor's performance security. If, after notification of default, the vendor fails to remedy the State's damages within ten (10) working days, the ADH Procurement Official may initiate procedures for collection against the vendor's performance security.

In the event of default, and in order to achieve the greatest economy for the State, the ADH Procurement Official may choose the next highest ranked vendor, re-advertise for proposals, negotiate a purchase, or complete any other action consistent with the procurement laws.

The performance security will be released at the end of the contract and any extensions that have been mutually executed in written format.

7: PROPOSAL REQUIREMENTS

7.1: General Proposal Requirements

The mandatory Letter of Intent must be received by the ADH Issuing Officer on or prior to the deadline posted in section 5.1. Note that the Letter of Intent may be emailed to the Issuing Officer, but must be received prior to end of business on the date referenced in section 5.1.

Proposal shall include **one (1) original and seven (7) copies** responsive to the terms of the RFP. If the ADH requests additional copies of the proposal, they must be delivered by the vendor within twenty-four (24) hours. Envelopes must be marked with vendors name, bid/proposal number, bid opening time and date. In addition, the respondent shall include an electronic copy on a CD in Microsoft readable format with the original and each copy of the proposal. Also, the vendor will be required to submit one (1) only public information copy of their proposal (minus the cost proposal) to be used by the ADH in response to any Freedom of Information request. The proposal shall be received by the ADH Issuing Officer by the date and time identified in Section **5.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelope or package must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

To be considered, each respondent shall submit a complete response to this RFP using the format provided. An official authorized to bind the respondent to its provisions must sign the proposal in ink. The proposal must include a statement that the proposal remains valid through the evaluation, selection and contract period.

Each proposal should be prepared simply and economically, providing a straightforward, clearly organized, and concise response by the respondent to the requirements of the RFP. Emphasis should be on completeness, clarity of content, and ease of use for the reviewers/evaluators. The respondent shall not include promotional materials in the proposal or with the proposal package. Fancy bindings, colored displays, etc., will receive no additional evaluation points or credit.

ANY CONFIDENTIAL, PROPRIETARY, COPYRIGHTED OR FINANCIAL MATERIAL SUBMITTED BY RESPONDENTS MUST BE MARKED AS SUCH AND SUBMITTED UNDER SEPARATE COVER.

Proposals may be hand delivered or mailed to:

Timothy Smith, CPPB (DH-13-0001)
Procurement Branch Chief
Arkansas Department of Health
4815 West Markham, Slot 58, Room L163
Little Rock, AR 72205

The proposals shall be received by the Issuing Officer by the date and time identified in Section 5.1. Proposals received after the deadline will not be considered and shall be rejected. The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

7.2: Proposal Requirements

The proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 2, 3 and 4; Attachment A** (Terms and Conditions) and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order.

1. Cover Sheet
2. Table of Contents
3. Statement of Acknowledgement (see **Attachment B**)
4. Disclosure of Litigation
5. Executive Summary
6. Technical Approach and Solutions to Scope of Work
7. Respondent's Background, Experience and Qualifications
8. Project Organization and Staffing
9. Project Management
10. Financial Disclosure

Deviation from the prescribed order may disqualify a proposal.

The original proposal and all copies shall be indexed and tabbed with the above sections clearly marked. The respondents should make the proposal easy for the evaluators to read and reference.

Respondents shall not include ancillary information including promotional/marketing information or anything not directly responsive to the RFP in the Technical Proposal or as attachments to the proposal.

7.2.1: Cover Sheet

The Cover Sheet shall identify the name and number of the RFP and the name and address of the respondent.

7.2.2: Table of Contents

The Table of Contents should itemize the contents by section, subsection, and page numbers for facilitation of the evaluators reading the proposal.

7.2.3: Statement of Acknowledgement

The Statement of Acknowledgement (**Attachment B**) must be signed by an individual authorized to legally bind the respondent. The Statement of Acknowledgement contains the following components:

1. Name, address, phone number, FAX number and tax identification number of the respondent;
2. Indication if the respondent is a state government, local government, for profit agency or not for profit agency;'
3. Indication if the respondent is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian and Pacific Islander);
4. Indication if the respondent is a corporation, partnership, sole proprietor or individual;
5. Names and titles of the individual authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with ADH;
7. Statement by the respondent indicating that neither the respondent's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a ADH program or been convicted of Medicare or Medicaid fraud;
8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
9. Statement certifying that the completed proposal includes an original, an electronic copy on a CD in Microsoft readable format and the required number of hard copies of the proposal in the required format and containing all required information;
10. Statement certifying that the respondent has read, understands and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
11. Statement certifying that the respondent is a **Corporation, Limited Liability Corporation (LLC) or Professional Association (PA)** (If respondent is NOT one of the above, respondent must provide documentation evidencing proof of filing as either a **Corporation, LLC or PA** with the Arkansas Secretary of State's office.)
(Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
12. Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, gender identity, reprisal, and where applicable political beliefs, marital status, familial or parental status, and sexual orientation or handicap;
13. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
14. Statement authorizing ADH or its agents to verify the financial information requested in the RFP;
15. Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
16. Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
17. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect:

18. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price.
19. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - The subcontractor's certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin or handicap;
20. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP.

If the respondent believes their proposal contains confidential information or information that would provide an unfair advantage to competitors, the information, justification and page number and section number must be listed as an attachment to the Statement of Acknowledgement.

If the proposal deviates from the detailed requirements of this RFP in any manner, the respondent must attach an explanation to the Statement of Acknowledgement. ADH reserves the right to reject any proposal containing such deviations.

7.2.4: Disclosure of Litigation

The respondent (and any subcontractors offering services) shall disclose in the proposal their involvement in any litigation that could affect the project or contract.

The respondent must identify, for all projects undertaken for the past three (3) years, any claims, disputes, or disallowances imposed by any funding agency. In addition, a statement of any assignments, contractual obligations, and the respondent's involvement in litigation that could affect this work shall be included. Respondent must identify any contract termination(s) that have occurred or that were initiated by either party.

7.2.5: Executive Summary

The executive summary should condense and summarize the contents of the Technical Proposal to provide the proposal evaluators with a broad but clear understanding of the entire proposal. It should summarize the respondent's technical approach and the enhancements proposed for ADH.

The executive summary should include a cross-reference to the pages in the proposal that address the RFP requirements. The proposal may be rejected as incomplete and failing mandatory requirements if the respondent fails to include the cross-reference.

The executive summary should not exceed three (3) pages. The RFP cross-reference pages are not included in this number.

7.2.6: Technical Approach and Solutions to Scope of Work

The proposal must specify the respondent's plan for meeting the objectives of the contract. The response shall clearly indicate how the requirements will be met, what assurances of success the proposed approach will provide, and what individuals will support the respondent's efforts, both on-site and at other locations.

Service delivery must be provided in accordance with the **Section 2, 3 & 4** and **Attachment D** (Performance Based Contracting).

7.3: Respondent's Background, Experience and Qualifications

7.3.1: Background

Proposals shall include details of the background of the respondent regarding:

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;

7.3.2: Experience

Respondents shall submit a minimum of three (3) letters of recommendation from three (3) different sources or give an explanation as to why three (3) are not submitted. If subcontractors are proposed, three (3) letters of recommendation should also be submitted for each subcontractor. The ADH reserves the right to contact the references submitted as well as any other references, which may attest to the respondent's work experience. Letters of recommendation should meet the following criteria:

- They should be on official letterhead of the party submitting recommendation;
- They should be from entities with recent [within the last three (3) years] contract experience with the respondent;
- If the respondent or subcontractor has no recent contract experience, they should be from organizations regarding work closely related;
- They should be from individuals who can directly attest to the respondent's qualification relevant to this RFP;
- They should be limited to organizational recommendations, not personal recommendations;
- They should be dated not more than six (6) months prior to the proposal submission date;
- They shall not be from current ADH employees;

Recommendations may be verified, so it is very important that the proposal contain current phone numbers, mail addresses, and e-mail addresses for all references.

7.3.3: Qualifications

The respondent should include the following information for itself and each subcontractor:

- An organizational chart displaying the overall business structure;
- Evidence of the qualifications and credentials of the respondent in terms of proven successful experience through similar projects of like size and scope;
- The number and a description of recent similar projects successfully completed;
- A statement specifying the extent of respondent's responsibility and experience on each described project.

For each referenced project or contract, the respondent shall provide a description of work performed, the time period of the project or contract, the staff-months required, the contract amount, and a customer reference (including current phone numbers).

7.4: Project Organization and Staffing

The respondent shall include a section in its proposal that details the proposed project organization and staffing. This shall include project organization charts showing all proposed personnel by job title and lines of supervision. The respondent's proposal shall identify key personnel as required in the RFP as well as all staff proposed to meet the requirements of the RFP.

7.5: Project Management

The respondent shall provide details of their intended project management and project control methods. These shall clearly explain how the respondent proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to ADH, respond to requests by ADH, and interact and coordinate with other involved parties.

7.6: Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the **last year (12 months)** for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

- Summary of financial standing;
- Balance sheets;
- Statement of income;
- Statements of change in financial position;
- Notes to financial statements;
- Auditor's reports

7.6.1: Independent Price Determination

The Proposal shall contain a statement of independent price determination as described in **Section 6.13**.

7.6.2: Price Warranty

By submitting a proposal under this RFP, the respondent warrants their agreement to the pricing methods. Any qualifications, counter proposal, deviations or challenges related to this may render the proposal void.

7.6.3: Price

Services provided under this contract will be reimbursed based on the following method: The invoice shall be for a completed deliverable as quoted in **Attachment G** of this RFP.

Payment requests may be submitted monthly for services rendered. Invoices will be an electronic original on company letterhead. No copies will be required. At a minimum all invoices must contain date, period of performance, project and contract number, verify mathematical accuracy on invoice, total amount, terms, address to remit payment to, and signature of contractor. Invoices will be submitted for program approval to:

ADH/WIC Program
Finance Section
5800 West 10th Street, Suite 810
Little Rock, Arkansas 72204

The last invoice of the contract year must be submitted within thirty (30) calendar days of the contract's expiration date.

Contractor will not receive any other payment.

NOTE: Pursuant to Arkansas Code Annotate 19-4-1206, the agency shall certify that services have been performed or the goods received prior to payment being authorized and processed.

7.6.4: IRS Form W-9

The respondent shall submit a completed and signed IRS Form W-9.

7.6.5: Vendor Number

If the respondent does not already have an Arkansas vendor number issued by DFA/OSP, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number. Information and necessary forms to obtain a vendor number can be found on the following website: http://www.arkansas.gov/dfa/procurement/pro_vendor.html

7.7: Mandatory Requirements

The following are the mandatory requirements for this RFP. Failure to provide the identified information will result in a proposal being rejected.

- Proposal must be received by time and date specified in Section 5.1.
- Proposal must be submitted in the manner specified in Section 7.2.
- Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in Section 7.2.3.
- Technical proposal must address the criteria specified in Sections 7.2.

7.8: Cost Proposal

Offeror shall provide on Price Sheet, Attachment G, the total price or cost of their proposal.

All proposals must remain valid for at least one-hundred and twenty (120) calendar days after the date of receipt of proposals. **The cost proposal must be sealed separately from the proposal and be clearly identified as "Cost Proposal." Failure to comply with this requirement will result in disqualification of the proposal.**

7.9: Non-Appropriation Clause

In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

8: EVALUATION AND CONTRACTOR SELECTION

8.1: Proposal Evaluation Process

The proposals will be evaluated in phases.

8.1.1: Evaluation of Mandatory Requirements

Following the public opening of proposals, the Issuing Officer shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to, or met as set forth in **Section 6.4**. The purpose of this first phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation.

Any response that fails to meet the mandatory requirements shall be deemed non-responsive and shall be rejected without further review or evaluation. The ADH reserves the right to reject any and all proposals.

8.1.2: Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The ADH shall appoint an evaluation team of highly qualified members to evaluate the merit of the proposals. Each team member shall use the approved evaluation tools and forms to review each technical proposal and arrive at a technical score. Points will be awarded on a comparative evaluation as indicated below. The ADH reserves the right to request clarifications during the second phase.

During the course of the second phase, the Issuing Officer or designee may conduct corporate and personnel reference checks to verify project experience and qualifications.

8.1.3: Pricing Component

In the third phase, the cost elements are opened and the following formula is applied.

In converting cost to points, the lowest cost proposal shall automatically receive the maximum number of points allocated to cost; 10 Points.

The point allocations for other proposals shall be determined as follows:

$$\text{Points} = \frac{\text{Price of the lowest cost proposal} \times 10 \text{ points}}{\text{Price of the proposal being rated}}$$

These points will be combined with the technical scores to develop a final score of total points for each proposal.

8.1.4: Ranking Proposals

In the fourth phase, the proposals are ranked from highest to lowest according to total points.

Once the proposals are ranked, the evaluation team will recommend the top ranked proposer to the Issuing Officer, who shall present to the ADH/WIC for final review and approval. Pending available funds and a successful negotiation, a contract will be awarded, pending review by the state legislative committee.

8.2: Point Assignment

All criteria to be considered in the evaluation of proposals are itemized below under "Criteria". The maximum points possible for each criterion are indicated in the column entitled "POSSIBLE POINTS".

CRITERIA	POSSIBLE POINTS
Project Management and Organizational Skills	25
Background, Experience and Qualifications	20
Technical Expertise and Knowledge	25
Description of Task Accomplishment	20
Budget Proposal/Cost	10
Total Possible Points	100

8.3: Contract Award Process

After complete evaluation of the bid or proposal, the anticipated award will be posted on the Office of State Procurement website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. **Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen (14TH) day posting period. Accordingly, any reliance on these preliminary results is at the agency/vendor's own risk**

The contract will be awarded to the respondent that provides the most effective solution(s) and receives the most points.

The format for the professional services contract, as prescribed by Arkansas law, can be found in **Attachment C**.

8.4: Contract Negotiations

After recommendation of a selected Offeror(s) by appropriate officials of the State, contract negotiations may commence. The contract will be based on the required clauses in the RFP, clauses by the Offeror that are acceptable to the State and additionally, on any clauses agreed upon by all parties to be incorporated into the contract. Offeror(s) selected to participate in negotiation will be given an opportunity to submit a best and final offer to the committee. Prior to a specified cut-off time for best and final offers, vendor may submit revisions to their technical and business, and cost proposals. Meeting before the committee is not subject to the Arkansas Freedom of Information Act. All information received prior to the cut-off time will be considered part of the Offeror's best and final offer.

If at any time contract negotiations are judged ineffective by the State Procurement Director or designee, negotiators will cease all activities with the Offeror and begin contract negotiations with the next highest ranked Offeror or Offeror the Director determines to be in the State's best interest. This process may continue until both the Offeror and the State of Arkansas (Office of State Procurement) execute a completed contract or OSP determines that no acceptable alternative proposal exists.

8.5: COOPERATIVE PURCHASING

The eWIC Project Implementation Contract is a cooperative group-contracting consortium for state government departments, institutions and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the various states. The purpose of establishing the eWIC Project Implementation Contract is to enable participating states and the purchasing entities within those participating states, to join together in a cooperative multi-state contracting alliance, to achieve cost effective and efficient acquisition of quality products.

A state may elect to execute a "Participating Addendum" with the Contractors and submit a copy of the executed agreement to the ADH Procurement Branch Chief. The initial intent is to develop the eWIC Project Implementation for use by any other states.

Participation by any state, regardless of geographic location is permitted at any time during the term of the contract and upon any contract extensions by executing a "Participating Addendum" with the Contractors and submitting a copy to the ADH Procurement Branch Chief. Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the eWIC Project Implementation to be added to the current participants list and access contract prices throughout the term of the contract. The ADH Procurement Branch Chief reserves the right to add and delete other members, states, and political subdivision facilities during the term of this contract at the request of the Participating State and/or purchasing entity.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and any resulting contract. The laws of each participating state shall govern for purchases made by each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at:
<http://www.dfa.arkansas.gov/offices/procurement/Documents/lawsRegs.pdf>

8.6 Order of Precedence

The contract consists of the following documents, which in case of conflict, shall have priority in the order listed, and are hereby incorporated as if fully set forth:

- Any written amendments to the contract
- The initial contract
- RFP price sheets
- Vendor's response to the RFP
- Technical specifications
- Special instructions
- Special conditions

9: STANDARD TERMS & CONDITIONS

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

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.
14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADH 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 ADH. 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 ADH 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 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. 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.

21. 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.

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

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

24. LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available 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, national origin, gender identity, reprisal, and where applicable political beliefs, marital status, familial or parental status, and sexual orientation; (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.

ATTACHMENT A

Except upon the approval of the ADH, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. The ADH has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of ADH, is an exception to the terms and conditions that will result in rejection of the proposal. A statement accepting and agreeing to the terms and conditions set out in this section, or to alternate terms and conditions upon approval by ADH, is required to be submitted with the respondent’s proposal. **Failure to provide this statement will result in rejection of the proposal.**

**PROFESSIONAL SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY**

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Arkansas Department of Health (“the Department”) agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas’ administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department’s sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this section will be

used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions: Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Arkansas Department of Health by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days' written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for any cost to the Department if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, Acts of God, fires, quarantine restriction, strikes and freight embargoes.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Department Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. §4-11-04, the Personal Information Protection Act ("the Act"), and shall disclose any breaches of the security of Contractor's system as defined by the Act to DHS by contacting the contract Administrator within one (1) business day of the breach.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Health Audit Guidelines". Copies may be obtained from:

Arkansas Department of Health
Legal and Audit Section
4815 West Markham, Slot H-31
Little Rock, Arkansas 72205

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and under-takings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

If any provision of the Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Department and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of the Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the State Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

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.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Arkansas Department of Health (ADH) that the technology provided to ADH for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Criminal History Check/Central Registry Check

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as
may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

Arkansas Department of Health
4815 West Markham, Slot 58
Little Rock, AR 72205

Attention: Timothy W Smith, Procurement
(Name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- Employment
- Promotion
- Demotion or transfer
- Recruitment or recruitment advertising
- Layoff or termination
- Rates of pay or other forms of compensation, and
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment B STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:			
<input type="checkbox"/> MINORITY VENDDR	<input type="checkbox"/> STATE AG"CY	<input type="checkbox"/> LOCAL GOVT	<input type="checkbox"/> FOR PROFIT
		<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> CORPORATION, LLC, or PA
		<input type="checkbox"/> FILED FOR INCORPORATION, LLC, or PA	

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

NAME:		TITLE:	
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PERSON AUTHORIZED BY ORGANIZATION TO NEGOTIATE THE CONTRACT ON BEHALF OF THE ORGANIZATION:

NAME:		TITLE:	
-------	--	--------	--

CORPORATE PRESIDENT'S NAME AND ADDRESS (IF NOT APPLICABLE, SO NOTE):

NAME:		ADDRESS:	
OFFICIAL TITLE:			

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement. YES NO

Have you previously been a provider for the Arkansas Department of Health?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been terminated from an ADH program or convicted of Medicare / Medicaid fraud?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you intend to offer any services through a subcontractor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<ul style="list-style-type: none"> • If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors? 		
<ul style="list-style-type: none"> • If so, have you attached the required statements from the subcontractors? 	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you included the original and copies of the proposal, in the required format and number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
(Statement has been removed – this is a placeholder)		
Have you read and understood, and do you agree to comply with, the requirements of the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that you do not and will not discriminate in employment practices?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you authorize ADH to verify financial information requested by the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that no attempt has been made to persuade others to or not to submit proposals?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you commit to adhering to an established accounting systems and financial controls?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you received any amendments to this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/> If "YES", how many?		

CERTIFICATION

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate AND acknowledges acceptance of and agreement with the terms and conditions contained within this RFP.

SIGNATURE BY OFFICER OF ORGANIZATION
Authorized to Contractually Obligate

TITLE

DATE

**ATTACHMENT C
STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES <input type="checkbox"/> NO <input type="checkbox"/>

1. PROCUREMENT:

Check appropriate box below for the method of procurement for this contract:

- ABA Criteria Request for Proposal Competitive Bid Request for Qualifications
 Intergovernmental Emergency
 Sole Source by Justification (Must be attached). Sole Source by Intent to Award
 Sole Source by Law Act # _____ or Statute # _____

2. DATES, PARTIES:

The term of this agreement shall begin on _____ and shall end on _____.

State of Arkansas is hereinafter referred to as the agency and vendor is herein after referred to as the Contractor.

AGENCY NUMBER/NAME	
AGENCY NUMBER/NAME	

CONTRACTOR NAME	
ADDRESS	

3. CALCULATIONS OF COMPENSATION:

For work to be accomplished under this agreement, the Contractor agrees to provide the personnel at the rates scheduled for each level of consulting personnel as listed herein. Calculations of compensation and reimbursable expenses shall only be listed in this section. If additional space is required, a continuation sheet may be used as an attachment.

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ _____

REIMBURSABLE EXPENSES ITEM (Specify)	ESTIMATED RATE OF REIMB.	TOTAL

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

Projected total cost of contract if all available periods of extensions are completed	\$ _____
--	-----------------

4. **SOURCE OF FUNDS:**

Complete appropriate box(es) below to total 100% of the funding in this contract.

% Federal Funds	% State Funds	% Cash Funds	% Trust Funds	% Other Funds

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

MUST BE SPECIFIC (i.e. fees, tuition, agricultural sales, bond proceeds, donations, etc.)

5. **RENDERING OF COMPENSATION:**

The method(s) of rendering compensation and/or evaluation of satisfactory achievement toward attainment of the agreement listed herein is as follows, or in attachment no. ____ to this agreement.

6. **OBJECTIVES AND SCOPE:**

State description of services, objectives, and scope to be provided. (DO NOT USE "SEE ATTACHED")

7. **PERFORMANCE STANDARDS:**

List Performance standards for the term of the contract. (If necessary, use attachments)

8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

9. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of any State agency of the State of Arkansas will receive any personal, direct or indirect monetary benefits which would be in violation of the law as a result of the execution of this contract." Where the contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts you have with any other state government entities. (Not applicable to contracts between Arkansas state agencies.)

C. Are you currently engaged in any legal controversies with any state agencies or represent any clients engaged in any controversy with any Arkansas state agency?

D. The contractor agrees to list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the state agency at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the agencies and the persons listed below.

NAME	RELATIONSHIP

E. The agency shall exercise no managerial responsibilities over the contractor or his employees. In carrying out this contract, it is expressly agreed that there is no employment relationship between the contracting parties.

10. **DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:**
Any contract or amendment to a contract executed by an agency which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The contractor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form (Form PCS-D attachment II-10.3) shall be used for this purpose.

Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

11. **NON-APPROPRIATION CLAUSE:**

“In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the contractor, this contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.”

12. **TERMS:**

The term of this agreement begins on the date in SECTION 2 and will end on the date in SECTION 2, and/or as agreed to separately in writing by both parties.

This contract may be extended until _____, in accordance with the terms stated in the Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

Amendments to contracts will require review by Legislative Council or Joint Budget Committee prior to approval by the Department of Finance and Administration/Director of Office of State Procurement if the original contract was reviewed by Legislative Council or Joint Budget Committee and the amendment increases the dollar amount or involves major changes in the objectives and scope of the contract.

Amendments (to contracts that originally did not require review by Legislative Council or Joint Budget Committee) which cause the total compensation to exceed the sum of \$25,000, shall require review by the Legislative Council or Joint Budget Committee, prior to the approval of the Department of Finance and Administration/Director of Office of State Procurement and before the execution date of the amendment.

This contract may be terminated by either party upon 30 day written notice, unless otherwise agreed by both parties.

13. **AUTHORITY:**

- A. This contract shall be governed by the Laws of the State of Arkansas as interpreted by the Attorney General of the State of Arkansas and shall be in accordance with the intent of Arkansas Code Annotated §19-11-1001 et seq.
- B. Any legislation that may be enacted subsequent to the date of this agreement, which may cause all or any part of the agreement to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended; the contract will be altered to comply with the then applicable laws.

ATTACHMENT D
ARKANSAS DEPARTMENT OF HEALTH
PERFORMANCE BASED CONTRACTING

NOTE: These Performance Based Standards are EXAMPLES ONLY and represent the types of indicators which will be included in the contract.

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. The contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contractor will provide reports for each branch, section or program area as specified by the deliverables in 1.4.
- V. The contractor will have designated personnel or the account executive attend regular planning meetings, advisory board meetings and any other meetings as requested by ADH program staff.
- VI. The contractor will meet all deliverables identified by the separate branches and programs in Scope of work, 1.4.
- VII. The contract program deliverables and performance indicators to be performed will be similar to the examples given below. Specific details will be discussed and developed with the successful applicant.

ACCEPTABLE PERFORMANCE:

- 1) The contractor will implement the plan/deliverables within the timeframes established 100% of the time
- 2) The contractor will complete all the above performance standards in a time and manner acceptable to the ADH/WIC in order to implement effective program strategies 100% of the time.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined solely at the discretion of the contracting Department. One or more of the following remedies may be imposed for unacceptable performance:

1. The contracting Department will notify the contractor of unacceptable performance. A meeting between the division and contractor will take place to discuss and develop an informal plan for change.
2. The contracting Department will notify the contractor in writing of non-compliance with the program deliverable and performance indicators for that program deliverable. Within ten working days of notification of non-compliance, contractor must submit and implement a corrective action plan that is acceptable to the contracting division or its designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by the contracting branches.
3. Payment may be withheld or reduced as determined by the contracting branches.
4. The contract may be terminated.

These remedies are in addition to all others available by law or equity.

Attachment E

Applicant Certifications

Independent Price Determination Certification Statement

I certify, by my signature below, that the price was arrived at without any conflict of interest. Should any conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of the project until such time that a new contractor is selected.

Signature of Authorized Individual

Name of Company

Address

APPENDIX F

APPENDIX F FEDERAL PROCUREMENT CLAUSES

Equal Employment Opportunity

Executive Order 11246, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Clean Air Act

The Clean Air Act, Section 306 stipulates:

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

Clean Water Act

The Clean Water Act, Section 309 stipulates:

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

1. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
2. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

- (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

Anti-Lobbying Act

The Anti-Lobbying Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. The undersigned shall require that the language of this certification be in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Americans with Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

Drug-Free Workplace Statement

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

a. The applicant certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this application been convicted of 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) transaction or contract under a public transaction; 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;
 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 (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Royalty-Free Rights to Use Software or Documentation Developed

The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

Sample Federal Clause Forms

The following are samples of Federal Clause Forms:

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(Before completing Certification, read instructions on page 2)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about --
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f);

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Three horizontal lines for entering the place of performance information.

Check [] if there are workplaces on file that are not identified here.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
And Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS,
GRANTS LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s) Date

ATTACHMENT G
OFFICIAL BUDGET PROPOSAL
 Through June 30, 2014

Deliverable #	Total Cost to ADH for Completion of Each Deliverable
4.1 Deliverable #1	
4.2 Deliverable #2	
4.3 Deliverable #3	
4.4 Deliverable #4	
4.5 Deliverable #5	
4.6 Deliverable #6	
4.7 Deliverable #7	
4.8 Deliverable #8	
4.9 Deliverable #9	
4.10 Deliverable #10	
4.11 Deliverable #11	
4.12 Deliverable #12	
4.13 Deliverable #13	
4.14 Deliverable #14	
4.15 Deliverable #15	
4.16 Deliverable #16	
Total Cost to the State for this Entire Project	\$\$

Note: Billing will be by completed deliverable. See 7.6.3.

Applicant: _____
 (Company Name)

Authorized Signature: _____
 (Individual Name)