



STATE OF ARKANSAS

REQUEST FOR PROPOSAL

DH-15-0004

For

Rural Health Clinic Survey Analysis

Date Issued: July 22, 2015

July 22, 2015

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Acronyms Used in DH-15-0004

<u>Acronym</u>	<u>Description</u>
A.C.A	Arkansas Code Annotated
ADH	Arkansas Department of Health
ADH/ORHPC	Arkansas Department of Health/Office of Rural Health & Primary Care
CD	Computer Disc
CRHC	Certified Rural Health Clinics
DFA/OSP	Department of Finance & Administration/Office of State Procurement
EEO	Equal Employment Opportunity
HSDIP	Healthcare Service Delivery Improvement Plan
IRS	Internal Revenue Service
RFP	Request for Proposals
RHC	Rural Health Clinic

1: INTRODUCTION

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 assess and analyze organizational needs (both financial and operational) to the Certified Rural Health Clinics (CRHC) of Arkansas on behalf of the Arkansas Department of Health/Office of Rural Health and Primary Care (ADH/ORHPC). Technical assistance efforts by the successful vendor will focus on assessing Rural Health Clinic (RHC) needs and developing a plan of action for improvements based on the outcome of the evaluation.

The primary goal of this RFP is to provide a contract that will result in improvement of the CRHCs of Arkansas.

1.2: Background

The ADH/ORHPC promotes the development of community-based health care services and systems throughout Arkansas to ensure that well managed, quality health services are available to all citizens. One of the many activities of the ADH/ORHPC is providing consultation and technical assistance to rural communities for the purpose of developing viable health care services in their communities.

The CRHCs of Arkansas is in need of assessments and evaluations in order to maintain and improve their healthcare service delivery system.

1.3: Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of date of award (approx. Nov. 1, 2015) through June 30, 2016. There will be no contract extensions.

2: SCOPE OF WORK

The ADH/ORHPC Program seeks to procure a single contractor that will administer an online survey analysis of the financial and operational needs of the CHRCs of Arkansas. The overall purpose of the online survey analysis is to identify the needs and/or disparities that exist within the CRHC and to develop a plan of action for improvement. The specific responsibilities and deliverables required are described in detail in Sections 2, 3 and 7 of this RFP.

The successful contractor must be capable of assessing and analyzing organizational needs of medical facilities and providing technical support to Arkansas CRHCs on behalf of ADH/ORHPC as evidenced by their state and/or federal work experience and be readily accessible by telephone, fax and/or computer to respond to ADH/ORHPC program personnel. Data information relayed shall be in a manner acceptable to ADH.

The successful contractor will provide the following under this contract:

- 1- Create/Prepare an online survey tool to the CRHC
- 2- Conduct the online survey with the CRHC
- 3- Disseminate the results of the survey to each CRHC
- 4- Provide Analysis of the data developed with the surveys
- 5- Develop an online training webinar for the CRHC of Arkansas
- 6- Communicate with RHC directors or designated contacts about this project
- 7- Partner with ADH/ORHPC staff to rank the CHRCs according to the overall needs as evidenced by the survey data analysis
- 8- Create a Healthcare Service Delivery Improvement Plan (HSDIP) for the 15 identified CRHCs
- 9- Meet with each of the 15 identified CRHCs regarding HSDIP implementation
- 10- Submit reports in a timely manner as described elsewhere in this RFP
- 11- Submit invoices monthly with charges specifically itemized in a timely manner as described elsewhere in this RFP

Additionally, the successful contractor will be required to travel to the ADH Central office located at 4815 West Markham Street in Little Rock, Arkansas as well as other statewide locations, including specific CRHCs as directed by the ADH/ORHPC.

All of the above requirements will be subject to approval by the ADH/ORHPC prior to being finalized or implemented.

3.0: DELIVERABLES

3.1: Online Survey

The successful contractor shall develop, prepare and utilize a tool to conduct an online survey of the CRHC in coordination with the ADH/ORHPC. The survey tool will allow collection of baseline data regarding organizational needs, both financial and operational, for 76 CRHC of Arkansas locations. The contractor will then provide to ADH/ORHPC an analysis of the data developed by the survey tool within two months of the contract award date.

In coordination with ADH/ORHPC, the successful contractor will then disseminate the results of the online survey tool to each CRHC of Arkansas location.

3.2: Online Training Webinar

The successful contractor shall develop an online Training Webinar to assist in goals, education, training and completion of the online survey tool. The successful contractor shall provide technical assistance and training that meets with the approval of the ADH/ORHPC.

The webinar will also be used to exchange information and relay results.

3.3: Communications with RHC

The successful contractor will be required to provide communications with the RHC Directors or designee to explain the purpose of this project, the process to be utilized, and the expectations associated with this project.

3.4: Healthcare Service Delivery Improvement Plan (HSDIP)

The successful contractor will partner with ADH/ORHPC staff to rank the CRHCs according to the overall needs as evidenced by the survey data analysis. Within three months from the date of the contract award, the successful contractor will develop a Healthcare Service Delivery Improvement Plan for each of the selected CRHCs (maximum 15) based on the analysis from the survey.

The successful contractor will then obtain approval from ADH/ORHPC of each CRHC HSDIP before meeting with each of the chosen CRHC to ensure that the HSDIP is conducive to each prospective CRHC and confirm implementation will obtain a successful outcome. Such meetings may be conducted via phone, computer or through site visits.

The successful contractor shall begin meetings (to ensure the success of the HSDIP) with the 15 chosen CRHCs within four months from the start of this contract.

3.5: Reports

The successful contractor shall:

- 1- provide confidentiality, for each CRHC, of all information and reports generated through this contract
- 2- develop and submit all reports to ADH/ORHPC
- 3- submit a separate analysis report for each CRHC in a format that is compatible to ADH/ORHPC and the CRHC systems
- 4- provide an initial report to ADH/ORHPC containing survey analysis of all 76 CRHCs in Arkansas
- 5- provide a report that will identify the 15 CRHCs with the most needs or disparities, including information for each location such as name of CRHC, address, and contact person for CRHC
- 6- provide a follow-up report to ADH/ORHPC outlining the HSDIP for the 15 chosen CRHCs
- 7- submit a final report analysis, detailing the 15 chosen CRHCs with the HSDIP and the dates and times meetings were held as well as documentation detailing how each CRHC will implement the HSDIP for improvement

4: RFP SCHEDULE OF EVENTS

4.1: Timelines

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

Event	Date
RFP issued	July 22, 2015
Due date for written questions	August 4, 2015
Due date for answers to questions, posted in the form of an addendum	August 7, 2015
Closing date and time for receipt of proposals-also opening of received responses	2pm August 18, 2015
Anticipated Legislative Review of Award	To be announced at a later date
Anticipated Contract Start Date	Approx. November 1, 2015

5: GENERAL REQUIREMENTS AND INFORMATION

5.1: 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 \(DH-15-0004\)](#)
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

5.2: Letter of Intent

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

5.3: Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified in Section 4.1. Respondents shall submit their written questions to the Issuing Officer identified in Section 5.1. 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.

5.4: 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. Respondent should clearly mark the package containing the submittal with the name of your company and DH-15-0004.

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.

5.5: 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.

5.6: Opening of Proposals

The Issuing Officer will publicly open proposals on the date identified in Section 4.1. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

5.7: 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.

5.8: 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.

5.9: 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.

5.10: 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.

5.11: Sub-Contracting

Subcontracting will not be permitted in connection with this RFP.

5.12: 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.

5.13: 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.

5.14: 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.

5.15: 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.

5.16: 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.

5.17: 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.

5.18: 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) calendar 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.

5.19: 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.

5.20: 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.

5.21: 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.

5.22: 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.

5.23: Payment Schedule

Payment terms: Payment will be based on monthly-itemized invoices submitted by the successful contractor in accordance with the Proposal Pricing Sheet.

Each invoice will be submitted by the 10th of the month following the month in which the work was completed. The invoice will notate the quantities of:

- 1- Online Surveys for each CRHC with dissemination to each CRHC
- 2- Online Training Webinar to assist in completion of the surveys
- 3- Healthcare Services Delivery Improvement Plan for those CRHCs identified with the most needs
- 4- Healthcare Services Delivery Improvement Plan implementation with training

Invoices may be sent to the following address:

Arkansas Department of Health/ORHPC
Attention: (to be completed at time of award)
4815 West Markham Street, Slot 22
Little Rock, AR 72205-3867

Note-invoice for services performed in June of 2016 shall be submitted on or prior to June 20th, 2016.

5.24: Monitoring Methods

The successful contractor will be required to submit the following reports, plan and draft documents at the times indicated:

- 1- Submission as completed of Analysis Report for each Arkansas CRHC assessed
- 2- Submission as completed of Healthcare Delivery Improvement Plans for Arkansas CRHC assessed as having the greatest needs resulting from individual analysis
- 3- Submission of monthly reports due on the 10th day of the month following the beginning of the contract period reflecting the progress with the assessment of needs for Arkansas CRHC
- 4- Submission of a final report due on the 10th day of the month following the end of the contract reflecting the outcome of the assessment of needs for Arkansas CRHC
- 5- As requested, draft and submission of documents and other miscellaneous materials in the RFP
- 6- Submission of an action plan due no later than the 20th day of June 2016 to outline communications of data results

6: PROPOSAL REQUIREMENTS

6.1: General Proposal Requirements

Proposal shall include **one (1) original and three (3) 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 **4.1. 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-15-0004)
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 4.1. 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.

6.2: 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 7**.

The Technical Proposal should 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

The original proposal and all copies should 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.

6.2.1: Cover Sheet

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

6.2.2: 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.

6.2.3: Statement of Acknowledgement (See Attachment B)

The respondent shall complete the document Attachment B and supply an ink signature at the bottom of the attachment.

6.2.4: 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.

6.2.5: 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.

6.2.6: 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 and 7**.

6.2.7: Qualifications

The ADH/ORHPC requests the contractor to submit as part of the RFP response a statement addressing the following:

- Provide outline of statewide or national experience at providing technical assistance to CRHCs regarding operational and financial needs assessments, service delivery improvement, and marketing.
- Provide outline of statewide or national experience with data collection & analysis, program evaluation, report & survey preparation and assessment, and action plan development.
- Provide outline of statewide or national experience utilizing webinar technology for training purposes
- Include a statement of willingness to sign all relevant required documentation (including but not limited to, W-9, Business Associate Agreement, Public Health Service Agreement forms.)
- Confirm the applicant has access to a desktop computer, laptop, tablet or other similar device to accomplish work related tasks,
- Confirm the applicant has the ability to send and receive program related materials and documents via mail, email and/or fax,
- Confirm the applicant's willingness to participate in program related meetings via telephone, teleconference, videoconference and/or webinar.

A bidder or offeror may use the combined experience of its owners or senior executive staff to satisfy experience requirements; or the combined amount of experience of the key personnel of the bidder or offeror that will be responsible for satisfying the requirements of the contract to be procured.

6.2.8: Financial Disclosure

The respondent shall, upon written request from ADH, provide evidence of financial status and the financial ability to carry out the project. Such a request will cause the respondent to provide sufficient information 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

6.2.9: Independent Price Determination

The Proposal shall contain a statement of independent price determination as described in **Section 5.13**.

6.2.10: 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.

6.2.11: IRS Form W-9

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

6.2.12: 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

6.3: 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 4.1.
- Proposal must be submitted in the manner specified in Section 6.2.
- Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in Section 6.2.3.
- Technical proposal must address the criteria specified in Sections 2, 3, and 6.2.

6.4: Cost Proposal

Offeror shall provide on Price Sheet, Attachment F, 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.**

6.5: 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.

7: EVALUATION AND CONTRACTOR SELECTION

RFP-15-0004 Evaluation Criteria	Maximum Raw Score Available
Survey Development and Usage	
Provide plan for creating online survey tool	5
Provide plan for conducting the online survey with the CRHC	5
Provide plan for dissemination of the survey results to each CRHC	5
Provide plan to develop analysis of the data developed from the survey	5
Provide a plan to rank CHRCs according to overall needs	5
Webinar	
Provide a plan for developing an online training webinar for the CRHC of Arkansas	5
HSDIP Creation and Implementation	
Provide plan for creating Healthcare Service Delivery Implementation Plans for the 15 chosen CHRCs	5
Provide a plan for meeting with the 15 chosen CHRC regarding HSDIP implementation	5
Resources	
Provide statement of ability to travel Little Rock office, as well as specific CHRCs	5
Provide evidence the vendor is readily available by telephone, fax and/or computer	5
Experience	
Provide evidence of state or federal work experience assessing and analyzing organizational needs of medical facilities and providing technical support	5
Reports	
Provide plan for meeting all of the reporting requirements in section 3.5	5

7.1: Proposal Evaluation Process

The proposals will be evaluated in phases.

7.1.1: Evaluation of Mandatory Requirements

ADH Issuing Officer will review technical proposals to verify submission requirements have been met. Those proposals that do not meet submission requirements shall be disqualified and shall not be evaluated.

7.1.2: Evaluation of the Technical Proposals

An ADH- appointed evaluation committee will evaluate and score qualifying technical proposals. Evaluation will be based on the vendor's response to the sections included in the RFP. Other agencies, consultants, and experts may also examine documents at the discretion of the ADH.

Sections have been divided into sub-sections. In each sub-section, items/questions have been assigned a maximum point value. The total point value for each sub-section is reflected in section 7.2 under the heading Maximum Raw Points Possible. The ADH has assigned weighted percentages to each sub-section according to its significance.

The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

Scores for sub-sections will be totaled to determine the Total Technical Score for the proposal. Technical proposals that do not receive a minimum score of 60 points shall not move forward in the solicitation process and pricing shall remain sealed and shall not be scored.

7.1.3: 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; 40 Points.

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

$$\text{Points} = \frac{\text{Price of the lowest cost proposal} \times 40 \text{ points}}{\text{Price of the proposal being rated}}$$

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

7.1.4: 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/ORHPC for final review and approval. Pending available funds and a successful negotiation, a contract will be awarded, pending review by the state legislative committee.

7.2: 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”.

<u>Technical Proposal Section</u>	<u>Maximum Raw Points Possible</u>	<u>Weighted Percentage</u>	<u>Maximum Weighted Score Possible</u>
Survey Development and Usage	25	40%	40
Webinar	5	5%	5
HSDIP creating and implementation	10	30%	30
Resources	10	15%	15
Experience	5	5%	5
Reports	5	5%	5
Technical Points	60	100%	100

	Maximum Points Possible
Technical Proposal	100
Cost Evaluation	40
Maximum Possible Grand Total Score	140

The submission of a technical proposal shall signify vendor’s understanding and agreement that subjective judgements shall be made by the evaluation committee during the evaluation and scoring of the technical proposals.

Vendor must agree to all evaluation processes and procedures as defined in this section.

7.3: 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**.

7.4: 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: 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 <u>OR</u> 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-VENDOR TO COMPLETE AND SUBMIT WITH BID RESPONSE**

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:			

<input type="checkbox"/> <i>MINORITY</i>	<input type="checkbox"/> <i>STATE</i>	<input type="checkbox"/> <i>LOCAL</i>	<input type="checkbox"/> <i>FOR PROFIT</i>	<input type="checkbox"/> <i>NON-PROFIT</i>	<input type="checkbox"/> <i>CORPORATION,</i>	<input type="checkbox"/> <i>FILED FOR</i>
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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:	
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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 – EXAMPLE ONLY**

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 Sample only

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

