



State of Arkansas
 ARKANSAS DEPARTMENT OF HEALTH
 4815 West Markham
 Little Rock, Arkansas 72205

COMPETITIVE BID (CB) Bid Solicitation Document

	DH-23-0002	Bid Posting Date:	September15, 2022
Description:	Sponsorship For Student Wellness Advocacy Group		
		Bid Closing Date:	September29, 2022
		Bid Closing Time:	2:00 p.m.
ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Name:	Steve McDonald	Phone:	501-280-4594
Fax:	501-280-4474	Email:	Steve.McDonald@arkansas.gov
MAILING ADDRESS:		BID OPENING LOCATION:	
Arkansas Department of Health Attn: Shannon Borchert 4815 West Markham Street, Slot 63 Little Rock, AR 72205 E-mail: shannon.borchert@arkansas.gov		Arkansas Department of Health Attn: Shannon Borchert 4815 West Markham Street, Slot 63 Little Rock, AR 72205 E-mail: shannon.borchert@arkansas.gov	

Instructions:

- Mailed or emailed bids are acceptable and may be mailed or emailed to the above mailing address/email address.
- The Prospective Contractor should provide the information requested in the Response Packet.

BIDDER INFORMATION			
Company Name: _____			
Name (type or print): _____		Title: _____	
Address: _____			
City: _____		State: _____	ZIP Code: _____
Telephone Number: _____		Fax Number: _____	
E-Mail Address: _____			
Signature: _____ <i>Use ink only.</i>			
Business Designation (check one):	Individual []	Sole Proprietorship []	Public Service Corp []
	Partnership []	Corporation []	Government/ Nonprofit []

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SECTION 1 - GENERAL INSTRUCTIONS & INFORMATION

1.1 PURPOSE

This competitive bid is issued by the Arkansas Department of Health (ADH) – School Health Services to obtain a contract for sponsorship to support twelve (12) local Student Wellness Advocacy Group (SWAG) Chapters in schools and organizations throughout the State of Arkansas.

1.2 TYPE OF CONTRACT

- A. As a result of this CB, ADH intends to issue multiple awards.
- B. Any resulting contract will be a one (1) year FIRM purchase.

1.3 ISSUING OFFICER

The ADH contact name listed on page one is the sole point of contact throughout this solicitation.

1.4 DEFINITION OF REQUIREMENT

- A. The words “**must**” and “**shall**” signify a requirement of this solicitation and that contractor’s agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any requirement in this *Bid Solicitation*, whether submitted in the contractor’s bid or in subsequent correspondence, **shall** cause the contractor’s bid to be disqualified.
- C. Contractor may request exceptions to NON-mandatory items. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.5 DEFINITION OF TERMS

The issuing officer has made every effort to use industry-accepted terminology in the competitive bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

ADH: Arkansas Department of Health
CB: Competitive Bid
OSP: Office of State Procurement
SWAG: Student Wellness Advocacy Group

1.6 SIGNATURE PAGE

- A. An official authorized to bind the contractor(s) to a resultant contract **must** sign the solicitation document.
- B. Contractor’s signature on the Response Packet **shall** signify contractor’s agreement with all requirements within the document and that either of the following **shall** cause the contractor’s bid to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exception that conflicts with a requirement of this *Bid Solicitation*.

1.8 SUBCONTRACTORS

Subcontractors will not be allowed.

1.9 For successful respondent, a minimum \$2,500 will be given. Award will vary based on applications submitted meeting the qualifications. A maximum of 12 awards will be given.

1.10 PRIME CONTRACTOR RESPONSIBILITY

- A. The Prospective Contractor who signs this bid **shall** serve as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.11 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. Information **shall** be open to public inspection under the Freedom of Information Act (FOIA).

C. A copy of non-redacted documents, with the exception of financial data (other than pricing), shall be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).

1.12 CAUTION TO VENDORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through ADH.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted only in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by ADH.

1.13 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum issued within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.

1.14 AWARD CRITERIA AND RESPONSIBILITY

- A. Response Packet for **DH-23-0002** must be received by **September 27, 2022 by 2:00 p.m. Central Standard Time**.
- B. This competitive bid **shall** be awarded to the first twelve (12) responsible, responsive bidder on an all or none basis.
- C. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Competitive Bid and the laws of the State of Arkansas.
- D. ADH will be responsible for award and administration of any resulting contract.

1.24 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.25 PRIVACY & SECURITY REQUIREMENTS

- A. The Contractor **shall**:
 - 1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.
 - 2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.
- B. Prior to award, the contractor **must** sign a Business Associate Agreement.

1.26 VENDOR PERFORMANCE REPORTS (VPR)

- A. Vendor Performance Reports **shall** be utilized whenever the contractor is in default of the contract terms as outlined in this CB.

- B. Upon notification of the VPR, the contractor **shall** promptly take all corrective actions to be in compliance with the contract terms. The agency and the contractor **shall** work together during the contractor's resolution of any non-compliance issue.
- C. The contractor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the contractor issued by ADH.

SECTION 2 - MINIMUM REQUIREMENTS

2.1 SCOPE OF WORK

In their role as a SWAG Chapter Advisor, the individual agrees to be the primary adult liaison of the SWAG Chapter at the school or organization, and to perform all necessary duties normally associated with that position, including, but not limited to, the following:

- A. Recruit at least five (5) youth to participate regularly in a local SWAG Chapter at the school or youth organization.
- B. Ensure participants complete pre- and post-assessment.
- C. Attend/view ten (10) SWAG online statewide meetings during the current project period with student members of the SWAG Chapter.
- D. Attend/view two (2) PPYC online statewide meetings during the current project period with student members of the SWAG Chapter.
- E. Facilitate at least one (1) SWAG Chapter meeting with student members each month during the current project period.
- F. Obtain approval through the school or governing body to establish a recognized SWAG student organization.
- G. Submit a monthly electronic activity report of the SWAG Chapter to the SWAG Statewide Coordinator.
- H. Submit a monthly electronic report of the SWAG Chapter to the Tobacco Prevention and Cessation Program via Redcap Survey.
- I. Submit success stories when applicable.
- J. With the technical assistance of the SWAG Statewide Coordinator, host minimum of two educational activities and two advocacy projects during the project period (activities must be approved by SWAG Statewide Coordinator).
- K. Schedule Chapter meeting with SWAG Statewide Coordinator.
- L. Attend and advise all of the SWAG Chapter activities and meetings.
- M. Travel with the SWAG Chapter to activities and meetings for which travel is necessary or appropriate.
- N. Attend/view all training seminars and/or webinars required for SWAG advisors.**
- O. Use their efforts to promote and maintain the success and reputation of SWAG. Set, promote, and enforce the highest standards of leadership, ethical behavior, and citizenship.

2.2 MINIMUM QUALIFICATIONS

Organizations described below are eligible to apply to become a funded Student Wellness Advocacy Group (SWAG) Chapter. Those eligible to apply to become an Arkansas Department of Health, School Health Services Student Wellness Advocacy Group (SWAG) are:

- A. Any non-profit, junior high or high school (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).

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- B. Any non-profit, charter junior high or high school (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).
- C. Any non-profit, juvenile detention facility (grades 7-12) that does not currently have a Project Prevention Youth Coalition (PPYC).

Additionally, to be eligible, the applicant must provide a completed W-9 for the fiduciary agent and have an adult willing to serve as an advisor for the group. The advisor will participate in all SWAG meetings, activities, and projects for a **\$500 stipend**, as outlined in **2.1**.

2.3 **SPECIFIC REQUIREMENTS**

A. **SUPPLIES AND MATERIALS**

For the 2022-2023 project period, the Statewide SWAG will provide funding as allows each chosen SWAG Chapter to cover costs associated with attending conferences, purchase the necessary supplies/materials required to perform the duties set forth above. The SWAG Advisor is expected to make such supplies and materials available to students of the SWAG Chapter.

B. **TERMINATION OF SWAG ADVISOR DUTIES**

The SWAG Advisor may relinquish his or her SWAG Advisor duties prior to the end of the current project period by providing written notice to the Statewide SWAG Coordinator. Termination voluntary or involuntary, prior to the end of the project period denotes the SWAG advisor will not be eligible for any stipend funds not already received.

C. **REQUIRED BACKGROUND CHECK**

Prior to serving as a SWAG Advisor, the individual must complete and pass Arkansas State, FBI, and Child Maltreatment Central Registry background check. Status of the background check will be verified by the school administrator's signature in the response packet.

2.4 **PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. *Table below: Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a contractor **must** meet in order to avoid assessment of damages.
- B. The ADH may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The ADH **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should ADH determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified may result in the assessment of damages.
- G. In the event a Performance Standard is not met, the contractor will have the opportunity to defend or respond to the insufficiency. ADH **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the contractor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, contractor **shall** follow the direction of the agency regarding the required compensation process.
- I. ADH reserves the right to deduct damages from any amount due or may become due to the contractor.

PERFORMANCE STANDARDS		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Recruit at least five (5) youth to participate regularly in a local SWAG Chapter at the school or youth organization.	The local SWAG chapter includes a minimum of five (5) participating youth.	Less than 100% adherence may result in ineligibility for future sponsorships.
Attend/view ten (10) SWAG online statewide meetings during the current project period with student members of the SWAG Chapter.	Members of the local SWAG Chapter will attend online statewide meetings, hosting by the SWAG Statewide Coordinator.	Less than 100% adherence may result in ineligibility for future sponsorships
Attend/view two (2) PPYC online statewide meetings during the current project period with student members of the SWAG Chapter	Members of the local SWAG Chapter will attend online statewide meetings, hosting by the state PPY Coordinator	Less than 100% adherence may result in ineligibility for future sponsorships.
Submit a monthly electronic activity report of the SWAG Chapter to the SWAG Statewide Coordinator.	Monthly electronic activity reports will be submitted to the SWAG Statewide Coordinator.	Less than 100% adherence may result in ineligibility for future sponsorships
Submit a monthly electronic report of the SWAG Chapter to the Tobacco Prevention and Cessation Program via Redcap Survey.	Monthly electronic reports will be submitted to the Tobacco Prevention and Cessation Program.	Less than 100% adherence may result in ineligibility for future sponsorships
Host a minimum of four advocacy projects.	Evidence of advocacy projects will be reported in monthly reports as applicable.	Less than 100% adherence may result in ineligibility for future sponsorships
Ensure participants complete pre/post assessment.	Participants will complete pre/post assessment.	Less than 100% adherence may result in ineligibility for future sponsorships

Prospective Contractor Checklist

1. Read all pages of CB document.
2. Complete and sign page bid response.
 - a. Administrator Signature
 - b. Adviser Signature
 - c. District Financial Coordinator Signature
3. E-mail PDFs OR USPS mail the Response Packet and LEA's W-9 to:

E-mail: shannon.borchert@arkansas.gov

Arkansas Department of Health
Attn: Shannon Borchert
4815 West Markham Street, Slot 63
Little Rock, AR 72205

4. Upon meeting qualifications, ADH Procurement will e-mail the individual listed as the District Financial Coordinator a Purchase Order and include via e-mail the school SWAG Adviser, school administrator, and the State SWAG Adviser.
5. In response to the Purchase Order, the District Financial Coordinator will invoice ADH the amount of **funding for the SWAG and the \$500 stipend** for the 2022/2023 SWAG program with funding to be used as described in section 2.2 and 2.3A. For more information, see section 3.1A.
6. Upon sending payment by check for the invoice, ADH will e-mail the school administrator, District Financial Coordinator, SWAG Adviser, State SWAG Adviser, and Ashley Williams.

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

3.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be sent/postmarked **by October 14, 2022**, to:

Shannon.Borchert@arkansas.gov

OR

Arkansas Department of Health
Attn: Shannon Borchert
4815 West Markham St, Slot # 63
Little Rock, AR 72205

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 - The right to possession.
 - The right to accrued payments.
 - The right to expenses of de-installation.

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- The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

H. The laws of the State of Arkansas **shall** govern this contract.

I. A contract **shall not** be effective prior to award being made by a State Procurement Official.

- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
- The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

A. The contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

B. The contractor **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the contractor.

3.4 RECORD RETENTION

A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.

B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Maintain all pertinent protected health information, as defined by the Privacy Rule promulgated pursuant to HIPAA, available for six (6) years or as otherwise required by HIPAA.

3.5 CONTRACT INTERPRETATION

Should the ADH and contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the ADH **shall** be final and controlling.

3.6 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency 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.

3.7 GOVERNOR'S EXECUTIVE ORDER 98-04

For bids over \$10,000, bidders should complete the Disclosure Forms issued with this competitive bid.

3.8 RESERVATION

This CB does not commit the State to award a contract(s) or to pay costs incurred in the preparation of a bid in response to this request.

3.9 DELEGATION AND/OR ASSIGNMENT

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