

STATE OF ARKANSAS  
DEPARTMENT OF HEALTH  
Request For Proposals (RFP)

TRAINING AND PROFESSIONAL DEVELOPMENT SERVICES

ARKANSAS DEPARTMENT OF HEALTH  
Tobacco Prevention and Education Program

April 17, 2002

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## **SECTION 10 ADMINISTRATIVE OVERVIEW**

### **10.1 PURPOSE**

This request for proposals (RFP), issued by the Arkansas Department of Health (ADH), Tobacco Prevention and Education Program (TPEP), seeks an organization with which to contract to develop and deliver a coordinated system of training and professional development services for the ADH, colleagues/staff and local and community partners. The work to be performed includes curriculum design, development of a resource inventory, learning program development and program delivery including site logistics.

The contractor will design and develop training programs responsive to priority skill needs and will manage the delivery of all programs. The contractor should assume in the first contract period scope of service that from 8 -10 customized training/learning opportunities or conferences will be conducted. The contractor will also conduct a comprehensive skill needs assessment within the first 30-days of the contract. The curriculum design and all course development will be based on the results of this assessment.

### **10.2 BACKGROUND**

In November, 2000, Arkansans voted to implement Initiated Act I to utilize Arkansas portion of the Master Tobacco Settlement. 31.6% of Arkansas' share of the Master Tobacco Settlement is devoted to tobacco prevention and cessation initiatives. In addition to the Master Tobacco Settlement funds, the ADH received funds from the Department of Health & Human Services, Centers for Disease Control and Prevention through a cooperative agreement for a comprehensive tobacco prevention and control program.

The ADH to reduce tobacco-related disability, disease, and death through two interrelated goals:

1. Decrease the exposure of children and adults to secondhand smoke
2. Decrease the number of youth and adults who use tobacco and through four specific goals:

Prevent initiation of tobacco use among youth

Promote quitting among youth and adults

Eliminate exposure to environmental tobacco smoke (ETS or secondhand smoke)

Identify and eliminate the disparities related to tobacco use and its effects on different population groups

ADH's objectives and activities focus on developing and implementing strategies to achieve these goals for the people of Arkansas.

The United States Centers for Disease Control and Prevention (CDC) has identified nine essential components for an effective, comprehensive program including: community programs; chronic disease programs; school programs; enforcement; statewide programs; counter-marketing; cessation programs; surveillance and evaluation; and administration and management.

The ADH, TPEP funds a comprehensive network of statewide, regional and community-based tobacco control services, with each service type playing a unique role. Working together, the network's aim is to change community norms that support tobacco use and to prevent first use. A description of the ADH, TPEP provider network follows:

#### A. Community Based Programs

A Request for Proposals for Local Coalition and Community Based Programs was released December 10, 2001. Awards will range from \$25,000 to \$100,000 depending on the population size of the coalition or community. Fifty-six coalitions and community partners from around the state submitted proposals. Programs funded will start June, 2002. A total of approximately two million dollars will be awarded.

#### B. Enforcement

The ADH contracts with the Arkansas Tobacco Control Board for enforcement of the unlawful sales of tobacco products to minors under eighteen years of age.

#### C. Cessation Programs

A contract with the University of Arkansas for Medical Sciences for A Smoking Cessation program for Head Start Caregivers to improve caregivers' knowledge and awareness of the effects of environmental tobacco smoke on the health of children and to produce behavior changes in caregivers of Head Start children who smoke.

A Request for Proposals is being developed to be released by May 1, 2002 to solicit proposals for a cessation help line and services networks. The target date for implementation is August 1, 2002.

#### D. Surveillance & Evaluation

A contract with The Gallop Organization to design and implement a comprehensive evaluation and scientific support system was initiated in October, 2001.

A contract with the University of Arkansas Little Rock to conduct an adult tobacco survey is to be completed by June, 2002.

#### E. Marketing & Public Relations

A contract with Cranford Johnson Robinson and Woods to coordinate the advertising, marketing and public relations activities for the TPEP.

#### F. Minority Initiatives

A contract with the University of Arkansas Pine Bluff for the development of a masters program in addiction studies to begin the fall semester of 2002.

A contract with the League of United Latin American Citizens to provide a coordinated effort that will facilitate the effective implementation of a Tobacco Cessation Program for the Hispanic population.

Arkansas Medical, Dental, and Pharmaceutical Association will design and implement an adult smoking cessation program that identifies African-American adult smokers with the help of their members. Once smokers are identified they will be provided with the option to participate in a smoking cessation program. The association will also pilot an awareness and cessation program for African American 7<sup>th</sup> graders that will reduce the chance of them smoking their first cigarette and give those youth that are smoking an opportunity to quit.

#### G. Chronic Disease

A contract with the University of Arkansas for Medical Sciences, College of Public Health for a cancer epidemiologist to provide consultant services for the ADH Cancer Registry and lead the ADH Cancer Registry surveillance.

Support of other Chronic Disease programs includes Great Strides (a walking trails grant program), Arthritis, Breast Cancer, Diabetes, and Comprehensive Cancer.

#### H. Statewide Programs

An agreement with the statewide Coalition for a Tobacco Free Arkansas to reduce environmental tobacco smoke in Arkansas.

#### I. School Programs

Funding for sixteen nurses in schools to work with schools, community coalitions, health care providers and the Hometown Health regional team to improve the health of the community through health programs to prevent tobacco use and addiction.

### **10.3 Issuing Officer**

Issuing Office: Tobacco Prevention & Education  
Arkansas Department of Health  
4815 West Markham, Mail Slot 3  
Little Rock, AR 72205

Issuing Officer: Lynda Lehing, Team Leader  
Tobacco Prevention & Education  
Arkansas Department of Health  
4815 West Markham, Slot 3  
Little Rock, AR 72205

Applicants may obtain more information and/or technical assistance by contacting the RFP Issuing Officer.

### **10.4 Contract Administration**

Brenda Russell, Grants Administrator  
Tobacco Prevention & Education  
Arkansas Department of Health  
4815 West Markham, Slot 3  
Little Rock, AR 72205

### **10.5 Anticipated Procurement Timetable**

RFP Issued:	April 17, 2002
Closing date for receipt of questions:	April 26, 2002
Answers to questions mailed or faxed:	April 29, 2002

<p><b>Closing date and time for receipt of proposals: May 17, 2002 at 10:00 a.m.</b> <b>Note: Proposals will be accepted and opened May 17, 2002 at 10:00 a.m. in Room 510 at ADH.</b></p>
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Completion of proposal review and contract selection:	<b>June 12, 2002</b>
Intent to award letter mailed/faxed:	<b>July 3, 2002</b>
Contract begins:	<b>August 1, 2002</b>
Contract ends:	<b>June 30, 2003</b>

## **10.6 Submission of Proposal**

No later than **May 17, 2002 at 10:00 a.m.**, one original (marked "ORIGINAL") and eight (8) copies of the technical proposal **and** one (1) copy of the price proposal must be received by:

Tobacco Prevention & Education  
Arkansas Department of Health  
4815 West Markham, Slot 3  
Little Rock, AR 72205

Proposal Pricing Sheet must be submitted by the same time and date indicated above, in a separate envelope from the technical proposal. **Technical proposals should not include any reference to proposed cost. Inclusion of any pricing information in the technical proposal will result in proposal disqualification.** The technical proposal will be evaluated PRIOR to the opening of the cost proposal. Addenda or amendments, if any, should be signed, dated, and included with the respondent's proposal submission. Failure to do so may be cause for rejection of the proposal.

## **10.7 Rejection of Proposals**

ADH reserves the right to reject any and all proposals received as a result of the request for proposals. Failure to furnish all information may disqualify a respondent. If the respondent takes exceptions to the requests for proposal which are not acceptable to the Department, the proposal may be rejected. Deviations from pricing structure as detailed on the proposal pricing sheet will result in proposal disqualification.

## **10.8 Contracting Condition**

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or controlling the offeror will not acquire any interest, direct or indirect, which would conflict in any manner or disagree with the performance of its services hereunder. The contractor further covenants that in the performance of the contract no person having any such known interest shall be employed. No official or employee of the State and no other public official of the State of Arkansas or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall prior to the completion of the project, voluntarily acquire any personal interest direct or indirect, in this contract or proposed contract.

## **10.9 Confidential Information**

Any confidential, proprietary, copyrighted, or financial material submitted by respondents must be marked as such and submitted under separate cover. All proposals by respondents will be available for review to the extent

permissible, pursuant to the Arkansas Freedom of Information Act 25-19-101 et seq.

#### **10.10 Contract Awarding and Signing**

Contract awarding and signing will be contingent upon the state receiving advice from other governmental funding sources (if applicable) as well as the Arkansas Department of Finance and Administration Accounting Office, the Legislative Council and/or the Joint Budget Committee, if necessary.

#### **10.11 Proposal Evaluation**

The Arkansas Department of Health will evaluate all proposals to insure that all requirements are met. The contract will be awarded on the basis of the proposal that receives the highest cumulative point total as defined in the evaluation criteria (Sections 30.1 and 60.9).

#### **10.12 Clarification of Language**

The terms "respondent", "offeror", and "proposer" are used synonymously in this document. "Must", "shall", and "will" denote mandatory compliance of a requirement in this document.

### **SECTION 20 SCOPE**

#### **20.1 SCOPE OF SERVICES**

The training contractor will develop a coordinated capacity building and skill building plan for the TPEP and their partners. This plan will be developed based on the needs assessment this contractor will conduct within the first thirty days of the contract. It is anticipated that needs will span several broad areas, including tobacco control issues/developments, organizational/leadership development, program design and program improvements. Specific training related to tobacco in areas such as policy development, media advocacy, public relations, conflict resolution, negotiations and skills related to forming effective partnerships/alliances which will enhance the ability of the tobacco control staff and community partners to perform their job more effectively.

The contractor will design, develop and deliver courses and programs responsive to priority needs through trainings, discussion forums and conferences. The contractor will purchase services from nationally recognized tobacco control experts and organizational development experts to educate the TPEP partners. The contractor may also occasionally draw upon the expertise and training resources available through statewide TPEP contracts and other leaders in the tobacco control movement in Arkansas and other states.

There are three primary service elements: (1) TPEP Learning Program Planning and Program Design; (2) Learning/Training Program Delivery; (3) Evaluation of Program Effectiveness. Service requirements are detailed below.

(1) Planning and Program Design

- a. Curriculum Planning Process and Design: The contractor will design a curriculum framework and planning process to address a broad range of organizational, managerial and technical skills needs among all TPEP local partners. In addition, the contractor will devise delivery methods to keep the TPEP field informed of important developments in the tobacco control movement in Arkansas and nationally.
- b. Needs Assessment and Resource Inventory: The TPEP training contractor will periodically assess and document the skill needs and regional organizational needs of all providers in the TPEP field system. To avoid duplication and to make maximum use of expert TPEP resources, the training contractor will also conduct an annual inventory of all learning resources among TPEP statewide vendors. The report will include a plan for organizational and professional development needs. In preparing proposals, bidders should include a discussion of their experience in this area, a proposed approach and a sample produce.
- c. Course/Program Design: Once priority learning needs are identified, the contractor will propose a sequence of learning programs and opportunities, drawing on various delivery options, settings, and learning modes. The contractor will then develop individual course or learning program descriptions to include:
  - Course objectives
  - Skill deficits addressed
  - Skill, knowledge to be acquired and uses; application on the job
  - Eligibility for program (prior skills, experience, provider type, pre-program work to be performed, post program work to be completed, etc.)
  - Expectations of participants, consultant experts, TPEP and others
  - Program length
  - Learning, teaching strategies
  - Evaluation methods
- d. Program Planning and Design Considerations: In preparing a response (see Minimum Deliverables), bidders must offer program design and delivery options that:
  - Address alternative learning modes and formats to meet the broad range of needs in the TPEP system, maximize TPEP system-wide resources and minimize duplication
  - Respond to frequent changes in tobacco control landscape and build a flexible training/learning capacity with rapid delivery response
  - Incorporate new organizational training and learning technologies appropriate for large, boundary-crossing networks and community-based organizations.

## (2) Program Delivery

- a. **Trainer Recruitment, Selection and Preparation:** The training contractor will identify experts to lead each program/course to be delivered under this contract. This may include both paid consultants and experts available at no cost to the Statewide Training Center contract. For budget purposes, applicants should assume that 75% of all learning programs will be delivered by outside paid consultants with expertise in tobacco control.
- b. **Course Content/Outline:** The training contractor will identify expert trainers to deliver each program. The contractor will obtain from the presenters a full course agenda, outline and all related materials (e.g. cases, readings, handouts, sample visuals) at least three weeks prior to each scheduled program, when feasible. The course materials will be submitted to the TPEP Staff Development Coordinator for review and approval before each training.

The training contractor may be requested to assist with other learning events and opportunities such as conferences and symposia. The role of the contractor for such events will include overall meeting management, agenda development, the structure and content of workshops and preparing and coaching of all presenters who may be content experts but not experienced presenters or trainers.

- c. **Logistics and Support:** The training contractor will have full planning and fiscal responsibility for logistical support, including publicity, information dissemination, registration, site arrangements and food service. In addition, the training contract will include funds to cover the site costs incurred. All training events must be wheelchair accessible and accommodations for auxiliary services and equipment made available to persons with disabilities.

## (3) Self-Monitoring and Ongoing Self-Evaluation

The bidders will propose methods to evaluate the effectiveness of each organizational and professional development opportunity or program offered through this contract.

This should include, at a minimum, tools and methods to assess:

- how well each program met participants' skill and knowledge needs;
- how well each program met stated objectives;
- how participants apply skills/knowledge learned in their own program operations to achieve local performance goals and;
- how well the overall curriculum and calendar of programs met skill and organizational needs, by region and provider type.

## (4) Monthly and Annual Learning Calendar/Coordination and Integration with other TPEP programs

The Training Contractor will coordinate TPEP needs assessment, resource inventories and learning calendar with other TPEP statewide partners. The TPEP training contractor will develop and distribute a coordinated TPEP learning calendar semi-annually or quarterly, as needed.

## **20.2 Minimum Deliverables**

At a minimum, contractor must provide the following deliverables:

- a. Training/Professional Development Design Report
- b. Report on TPEP Needs Assessment and Statewide Resource Inventory
- c. Semi Annual and Monthly TPEP Learning Calendar
- d. All Course/Program Descriptions, Outlines and Course Content
- e. Program Evaluations
- f. Monthly Progress Reports

## **SECTION 30 REQUIREMENTS**

### **30.1 Criteria**

The proposals will be evaluated by a committee and awarded points based on a comparative formula of relative weighting as detailed in Section 30.2 (see also Section 60.9). The total number of points possible is 100. ADH does not obligate itself to accept the lowest or any other proposal, and reserves the right to reject any and all proposals. ADH is not responsible for any costs incurred by the offeror in preparing or presenting its proposal.

**Technical Proposal must be limited to no more than 30 pages not including appendices.**

The Review Committee may conclude after the completion of the written proposal evaluation that oral interviews/presentations and/or demonstrations by finalists are required in order to determine the successful contractor. The results from the oral interview, presentation and/or demonstration will be used, in addition to the results of the written proposal evaluation, to determine the final review committee recommendation. If conducted, the presentation process will allow the contractors to demonstrate their proposal offering, and to explain and/or clarify any unusual or significant elements related to their proposals. Contractors will not be allowed to alter or amend their proposals. Only representatives of the state and the presenting contractor will be permitted to attend the oral interview, presentation, and/or demonstration.

Any cost incidental to the oral interviews/presentations and/or demonstrations will be borne entirely by the contractor and will not be compensated by the State.

## 30.2 Proposal Evaluation Criteria

Category	Points
<b>A. Programmatic Evaluation</b>	<b>30 Points</b>
Knowledge of competency-based curriculum design, skill needs assessment, learning program development and delivery and submission of work samples.	
Professional experience and training in the design and development of in-depth skill needs assessments for large, complex organizations that include technical, managerial and administrative personnel	
Knowledge and experience in the areas of organizational development, organizational capacity building and professional development	
Knowledge and experience with traditional and new approaches in learning program/instructional design, alternative learning and delivery modes and state of the art organization interventions.	
Knowledge and experience with various program improvement models (continuous quality improvement, benchmarking) as may be adopted or adapted for small, community programs	
Knowledge of public health initiatives in Arkansas, especially tobacco related policy initiatives; general knowledge of health promotion and disease prevention theory and practice.	
<b>B. Agency Experience and Fiscal Soundness</b>	<b>25 Points</b>
Demonstrate expertise, experience and current capacity in curriculum design; development and learning programs for whole systems, networking organizations and individuals; needs assessments methods and training program delivery, including logistical support.	
Demonstrate evidence of the agency's fiscal soundness and stability. The ADH does not make advance payments in anticipation of future services, but instead makes payments after services are rendered. The applicant agency must have sufficient credit to maintain this account. A certified financial statement for the most recent accounting year and/or a copy of the respondent's 2001 federal tax return must be provided.	
<b>C. Performance Measures</b>	<b>25 Points</b>
A curriculum planning, curriculum design and course development process that recognizes and is responsive to a broad range of organizational and individual learning needs and differences (e.g. regional, provider focus, level of experience in tobacco control). All service elements must be delivered with competencies in culture, language, gender, sexual orientation, disability and age.	
The agency's ability to work in and collaborate with the public health system, the TPEP partners and other tobacco control initiatives in Arkansas.	
The strategies and tools that assess the needs of the TPEP network organizations and partners. Strategies should include a clearly outlined system of data collection methods, needs analysis and synthesized results which demonstrate how priority needs will be identified and translated into curriculum and course designs.	
Staff and/or consultants with the experience in tobacco prevention and cessation, training and professional background to perform the work; an effective staffing plan that addresses project management, program development, delivery and logistics functions as well as access the content experts as needed.	
The program's organizational ability and staff/consultant capacity to respond flexibly to rapidly changing training program needs in the tobacco control movement in	

Arkansas. Also, the ability to keep abreast of and incorporate new training trends (e.g. appreciative inquiry, future search and whole systems approaches) and technology.	
The ability to provide meeting management and site logistics that are geographically accessible throughout Arkansas	
The methods used to evaluate the effectiveness of the training programs and other professional/organizational development programs offered.	
A well formulated and cost-efficient strategy for program delivery, appropriate for various learning needs, audiences and skill levels. Strategies will recognize the strengths and limitations of various learning modes, delivery formats and scheduling options (e.g. half vs. full or multi-day programs; regional vs. statewide forums; small and large group formats).	
<b>D. Cost Analysis/Pricing</b>	<b>20 Points</b>
Cost effectiveness of work proposed.	
Sufficient funds are allocated to support key elements of the proposed project	
Budget is consistent with the intent of the program, and is clearly linked to the goals, and objectives, and activities proposed for the budget period	
Effectiveness and efficiency of proposed staffing and subcontracted work	

Cost Analysis/Pricing Instructions –

The Pricing Proposal is submitted under separate cover (in a separate envelope) and includes the Pricing Proposal Sheet (Appendix VI), Budget Form (Appendix IV), and Cost Analysis.

The Pricing Proposal must provide cost analysis information as required to support the reasonableness of the proposal. Fixed per hour pricing shall be considered the net cost to the Arkansas Department of Health in computing actual net charges for authorized work.

Fees for services not included in this request for proposals will not be the responsibility of the Department or the Program.

The proposed fixed hour price will become part of any contract resulting from this RFP and is subject to annual re-negotiation if the contract is extended on a year-to-year basis.

The lowest computed price proposal will be awarded the maximum value. The cost of the other proposals will be awarded on a basis proportionate to the lowest cost proposal.

## Formula For Computing Points On Cost

$$\text{Points}=(A/B)10$$

Example: Proposer A's price is \$10.00 (lowest price receives 10 points).  
Proposer B's price is \$20.00 ((\$10.00 divided by \$20.00) x 10 points = 5 points).  
Proposer C's price is \$25.00 ((\$10.00 divided by \$25.00) x 10 points = 4 points).

Deviations from outline pricing structure detailed on proposal pricing sheet (Appendix VI) are prohibited. Respondent must bid price as detailed in this proposal. Failure to do so will disqualify a proposal from consideration.

**Price proposal must be submitted under separate cover (in a separate envelope). Any reference to cost(s) included with the technical proposal will result in offeror's proposal being rejected. The technical proposal will be evaluated prior to the price proposal contents being reviewed.**

### **30.3 Experience**

The proposal must detail the respondent's familiarity and proven experience with this type of service contract and demonstrated ability to serve the Department's needs for services associated with these activities. The respondent must detail its familiarity and ability to provide quality service meeting industry and governmental guidelines.

### **30.4 Qualifications of Staff**

The proposal should detail how the respondent has and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels. The proposal must detail the number and qualifications of personnel required to perform the work requested. The proposal must include resumes specifying the qualifications and duties of the management personnel. The resumes must include the education, position in firm/company years, type of experience and the duties that each will perform under the contract.

### **30.5 Project Understanding**

The proposal must specify the respondent's capability to perform the work requested. The proposal should provide detailed plans for meeting the objectives of the contract, to include adherence to time frames for deliverables outlined in this contract, and each activity and requirement outlined in the proposal.

### **30.6 Cost Analysis**

The proposal must provide cost analysis information as required to support the reasonableness of the proposal. **Include this section in the pricing proposal.**

### **30.7 Financial Interest**

Financial interest in the project is limited to the project itself. A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication or agreement as to any matter relating to such prices with any other offeror or with a competitor. In addition, the offeror is prohibited from making multiple proposals in a different form, i.e., as a prime offeror and as a subcontractor to another prime offeror.

### **30.8 Services To Be Provided**

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the Department. All procedures developed and products provided under the contract will be subject to final approval by the Department. All records and data pertaining to the contract will remain the property of the Department. The Contractor will conduct meetings with Departmental staff in Little Rock, Arkansas, as required to complete the project.

### **30.9 Minority Business Policy**

It is the policy of the State of Arkansas that minority business enterprises shall have the maximum opportunity to participate in the purchasing process. Therefore, the State of Arkansas encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State of Arkansas encourages all companies to subcontract portions of any state contract to minority business enterprises.

### **30.10 Minority Purchasing Reporting**

The Minority Business Economic Development Act (A.C.A. ss15-14-311-15-4-319) at SS15-4-315 (5) defines a minority as "a black citizen or black lawful permanent resident of the State of Arkansas." For purchasing records and informational purposes only, pursuant to SS15-4-318 (State Agency Reports) please submit a statement declaring you, as an individual, or as a company (51% black owned), do or do not qualify as being a minority.

### **30.11 Certification of Non-Acceptance of Tobacco Funds**

The offeror must certify that it has not received in the past five years funding from or have an affiliation (membership, ownership, contractual or other) with any

organization that has any interest in the production, manufacture, marketing, distribution, sale or continued use of tobacco, including subsidiaries, foundations or other related parties of such organizations. This restriction applies throughout the term of the contract.

## **Section 40 Technical Proposal**

### **40.1 Introduction**

The Technical Proposal must include the following:

**Transmittal Letter (Section 40.2 and Appendix I)**  
**Project Abstract (Section 40.3)**  
**Agency Experience & Fiscal Management (Section 40.4)**  
**Scope of Work (Section 40.5)**  
**Minimum Deliverables (Section 40.6)**  
**Monitoring & Reporting Requirements (Section 40.7)**  
**Staffing & Administration (Section 40.8)**  
**Special Contract Considerations (Section 40.9)**  
**Budget and Justification (Section 40.10)**  
**Price Proposal (Cost Analysis) (Section 40.11)**  
**Independent Price Determination Certification Statement (Section 40.12)**  
**Proposal Price Certifying Statements (Section 40.13)**  
**Certification of Non-Acceptance of Tobacco Funds (Section 30.11)**  
**Governor's Executive Order 98 – 04 (Appendix V)**

### **40.2 Transmittal Letter**

The Transmittal Letter will be signed by an individual authorized to legally bind the respondent. It will state that the respondent is a legal entity who will meet the specifications set forth in the request for proposals. **(See Appendix I)**

### **40.3 Project Abstract** (maximum 2 pages)

Briefly (two pages maximum) describe your plan for increasing the knowledge, awareness, skills and competency of the ADH colleagues/staff and community partners.

### **40.4 Agency Experience and Fiscal Soundness** (maximum 3 pages, excluding report samples). A certified financial statement for the most recent accounting year and/or a copy of the respondent's 2001 federal tax return must be provided.

### **40.5 Scope of Work** (maximum 15 pages)

1. Describe your philosophy, approach and methods to building a learning program for a large, complex public/private initiative, including:

- Curriculum planning process
- Curriculum framework or overall design
- Course development

Describe your organization's expertise in these areas and provide a sample of products/results. Especially, illustrate how you translate the needs identified into an overall learning program and what criteria or principles will guide your selection of various learning formats, methods and scheduling options

2. Describe proposed methods to assess learning needs by region, vendor type and skill level. Include documentation, analysis, synthesis and presentation of results. Provide two examples of results from needs assessments recently completed by proposed staff.
3. Describe, or illustrate with samples, your organization's knowledge of and experience using (a) new organizational development and learning theories, concepts and methods (e.g. appreciative inquiry, future search and whole systems approaches) and (b) methods to improve systems and organizations performance (e.g. benchmarking, best practices, customer-driven quality improvement systems). (c) Describe briefly your organization's capability to promote and provide technical assistance with distance learning and learning through interactive web sites.
4. Describe your organization's experience with meeting management and all site logistics. Cite any special expertise or unusual experience with large meeting formats and conferences. Describe how your organization will secure sites accessible throughout Arkansas for statewide and regional training programs. Indicate your organization's knowledge of and access to sites available at no cost or reduced cost to public-sector. List the types of support your organization will provide prior to, during and following each TPEP training program or event.
5. Describe your approach to evaluating the effectiveness of the training programs and other professional/organizational development programs to be offered. Describe methods to assess how well programs met skill needs and levels of participants. Also discuss how you will demonstrate that participation in learning programs contribute to improvements in local program operations and performance.
6. Describe cost components and cost structure of training programs, both customized and off-the-shelf. Provide a sample budget for a full day (6-hours) training program with 60 participants, broken down by:
  - a. program planning and design
  - b. course development
  - c. delivery costs, including
    - instructor costs

- training materials
- site costs
- program evaluation
- d. administrative costs/indirect
- e. Total Costs

**40.6 Minimum Deliverables** (maximum 2 pages)

1. State willingness to submit all deliverables identified in Section 20.2 of this RFP.
2. For each deliverable, please indicate who will be responsible, how objectives will be accomplished and timelines.

**40.7 Monitoring and Reporting Requirements** (maximum 2 pages)

1. Affirm that the Training Center will submit monthly and annual reports, as required. Describe your agency's protocol for completing reports. Specify who is responsible and how information will be monitored for completeness and accuracy.
2. Describe the organization's monitoring and supervisory structure.
3. Describe the quality assurance/continuous quality improvement program for the trainings.
4. State willingness to comply with all ADH requirements for meetings, progress and final reports, site visits and monitoring.

**40.8 Staffing and Administration** (maximum 2 pages)

1. Describe the program' staffing pattern, staff credentials and qualifications. Indicate staff already working at the agency who will be involved in the Training Center as well as those to be hired. Provide job descriptions for all key staff on the contract. Attach a resume for all key staff. Describe how staff orientation will be accomplished.
2. Indicate the individual in the agency who will be the project director and responsible for the oversight of the contract. Provide a clear management plan for this project, showing lines of responsibility.
3. List all potential subcontractors and describe in detail all subcontracted tasks and plans for monitoring the performance of any subcontractor. Affirm that subcontractors have no contracts with the tobacco industry.
4. Attach the agency's organizational chart.
5. State willingness to inform ADH/TPEP of any change in personnel.

**40.9 Special Contract Considerations** (maximum 3 pages)

1. Attach a copy of the agency's worksite policy on tobacco use.
2. Describe the agency's process for providing access to training and training materials for people with disabilities. Describe the agency's process for receiving accommodation request from participants with disabilities.
3. Affirm that your agency will not have any contracts with tobacco industry throughout the duration of the contract.

**40.10 Budget and Justification** (maximum 2 pages)

Provide a detailed budget by line item with detail justification (See Appendix III & IV) for the entire project period of August 1, 2002 through June 30, 2003.

**40.11 Price Proposal (Cost Analysis)**

The fees will include the services and requirements described in this request for proposals. **The Respondent will include a statement certifying that all services properly requested will be performed as required.**

**40.12 Independent Price Determination Certification Statement**

**The Offeror must include a statement certifying that the price was arrived at without any conflict of interest.** Should 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 this project until such time that a new contractor is selected.

**40.13 Proposal Price Certifying Statements**

**The Proposer will submit a statement certifying that the total bid price will include services and requirements, as described in this request for proposal, for the term of the contract period.**

Fees for services not included in this request for proposal will not be the responsibility of the Department.

**SECTION 50 GENERAL TERMS AND CONDITIONS**

**50.1 Legal Considerations**

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for proposals or any resultant contract shall be brought in the State of Arkansas

administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

## **50.2 Ethical Standards Law**

The following sections of this request for proposals reference sections within the "Arkansas Ethics in Public Contracting Laws" found in Arkansas Code Ann., Sections 19-11-701 et seq. Definitions used in this law can be found in Section 19-11-701 of the statutes.

## **50.3 Conflict of Interest**

No official or employee of the Arkansas Department of Health and no other public official of the State of Arkansas or the Federal government shall participate directly or indirectly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal thereto in which, to the employee's knowledge:

1. The employee or any member of the employee's immediate family has a financial interest;
2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or
3. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity. Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

## **50.4 Warranty Against Broker's Fee**

The contractor warrants that it has not been retained or retained a person to be retained, to solicit or secure a Departmental contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price

or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

### **50.5 Offer of Gratuities or Kickbacks**

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.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of subcontract or order.

Any contract arising from this procurement may be terminated by the Department if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his agent, or employee.

### **50.6 Employment of State Personnel**

- A. Contemporaneous Employment Prohibited. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.
- B. Restrictions on Former Employees in Matters Connected with Their Former Duties.
  - 1. Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:
    - a. Judicial or other proceeding, application, request for a ruling, or other determination;
    - b. Contract;
    - c. Claim; or
    - d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

2. One (1) Year Representation Restriction Regarding Matters for Which a Former Employee was Officially Responsible. It shall be a breach of ethical standards for any former employee, within one (1) year after cessation of the former employee's official responsibility in connection with any:

- a. Judicial or other proceeding, application, request for a ruling, or other determination;
- b. Contract;
- c. Claim; or
- d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.

C. Disqualification of Partners

1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:

- a. Judicial or other proceeding, application, request for a ruling, or other determination;
- b. Contract;
- c. Claim; or
- d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State is a party or has a direct and substantial interest.

2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where such former employee is barred under Subsection (B) of this Section.

D. Selling to state after termination of employment is prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment

ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a contractor with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.

#### **50.7.1 Term of the Contract**

The contract period begins approximately August 1, 2002 and terminates on June 30, 2003 (contingent upon review by the Arkansas Department of Finance and Administration Accounting Office, Arkansas Legislative Council and/or the Joint Budget Committee as well as other governmental funding sources, if applicable).

By mutual agreement, the Department and the contractor may elect to extend the contract for a maximum of one (1) year or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods. In no case will the contract be extended to a period greater than seven (7) years from the day the contract is signed by the Department.

The Department shall notify the contractor at least sixty (60) days prior to the end of the contract period or extension thereof if the Department intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the Department without cause. However, the Department may agree to continue the contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period.

Any services or products on contract accepted by the Department must be paid for, but does not obligate the Department to continue the contract beyond the end of a biennial period.

### **50.7.2 Timetable for Deliverables**

Written status reports of activities as related to each objective will be required as put forth in the proposal.

### **50.8 Termination of Contract**

The contract resulting from this request for proposals shall be subject to the following termination provisions.

The contract may be terminated by the Department:

- \* For default
- \* For convenience
- \* For unavailability of funds

### **50.9.1 Termination For Default**

The Department may terminate this contract in whole, or in part, when the Arkansas Department of Health determines that the contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to cure such failure within a reasonable period of time specified by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as

"Termination for Default."

In the event of termination for default, in full or in part as provided by this clause, the Department may procure, upon such terms and in such manner as the Department may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Department for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the Department for administrative costs incurred by the Department in procuring such similar supplies or services. In the event of termination for default, the contractor shall be paid for those deliverables which the contractor has delivered to the Department. Payments for completed deliverables delivered to and approved by the Department shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the Department shall be an amount determined by the Department.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **50.9.2 Termination for Convenience**

The State may terminate performance of work under the contract in whole or in part whenever the Department shall reasonably determine that such termination is in the best interest of the Department.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

- \* At the contract price(s) for completed deliverables delivered to and accepted by the State
- \* At a price mutually agreed upon by the contractor and the Department for partially completed deliverables.

### **50.9.3 Termination for Unavailability of Funds**

In the event that Federal and/or State funds for the contract become unavailable, the Department shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds will be determined at the sole discretion of the Department.

### **50.9.4 Procedure on Termination**

In the event that the anticipated term of this contract extends beyond the current biennial period, the contract will be terminable on the part of the state without cause. However, the state may agree to continue to contract but in no case will any renewal, automatic or otherwise, cause the contract to continue beyond a biennial period.

Any services or products on contract accepted by the state must be paid for but does not obligate the state to continue to contract beyond the end of a biennial period.

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 subcontracts for materials or 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 Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- \* With the approval or ratification of the Contract Administrator, 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 the contract
- \* Transfer title to the Department (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, 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 Contract Administrator may direct, for the protection and preservation of the property 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 of reimbursable price under this clause.

#### **50.9.5 Termination Claims**

After receipt of a Notice of Termination, the contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted

promptly. 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 pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the Department to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, 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.

The contractor shall have the right of appeal, as stated under Disputes, from any such determination made by the Contract Administrator.

#### **50.10 Contractor**

It is expressly agreed that the contractor and any subcontractors and agents, officers, and employees of the contractor or any subcontractors in the performance of this contract shall act in an independent capacity and not as officers or employees of the State. It is further expressly agreed that this contract shall not be construed as a partnership or joint venture between the contractor or any subcontractor and the Arkansas Department of Health.

#### **50.11 Force Majeure**

The contractor will not be liable for any excess 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. In all cases, the failure to perform must be beyond the control and without fault or negligence of the contractor.

#### **50.12 Disputes**

Any dispute concerning performance of the contract shall be decided by the Director of the Arkansas Department of Health who shall reduce her decision to writing and serve a copy on the contractor. Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Contract Administrator's direction.

#### **50.13 Confidentiality of Information**

The contractor shall treat all information, and in particular, information relating to recipients and providers, 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.

#### **50.14 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., Sections 25-19-101 et seq.

The use or disclosure of information concerning recipients will be limited to purposes directly connected with the administration of the contract.

#### **50.15 Inspection of Work Performed**

The State of Arkansas, Department of Health, or their authorized representatives shall, at all reasonable times, have the right to enter into contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work being performed. The contractor and all subcontractors must provide access to all reasonable facilities and provide assistance, if deemed necessary by the requesting agency/personnel. All inspections and evaluations shall be performed in such manner as will not unduly delay work.

#### **50.16 Subcontracts**

The contractor is fully responsible for all work performed under the contract.

The contractor may, with the consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Contract Administrator prior to the effective date of any subcontract.

No subcontract which the contractor entered into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.

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

### **50.17 Indemnification**

The contractor agrees to indemnify, defend, and save harmless the Department, its officers, agents and employees from:

- \* Any claims or losses resulting from services rendered, by any subcontractor, 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 contractors, its officers, employees, or subcontractors in the performance of the contract.
- \* Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors 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, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

### **50.18 Assignment**

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 Contract Administrator.

### **50.19 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 undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

#### **50.20 State Property**

The contractor shall be responsible for the proper custody and care of any Departmental owned property furnished for contractor's use in connection with the performance of this contract and the contractor will reimburse the Department for its loss or damage, normal wear and tear expected.

#### **50.21 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.

#### **50.22 Attorney's Fees**

In the event that either deems it necessary to take legal action to enforce any provision of the contract, in the event 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.

#### **50.23 Liability**

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

#### **50.24 Records Retention**

In accordance with Federal regulation, the contractor agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event of an audit, litigation or other action involving these pertinent records is started 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.

## **50.25 Access to Contractor's Records**

In accordance with Federal regulation governing contracts in excess of \$10,000, the contractor consents to the required access to pertinent records. This access will be granted upon request, to 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 directly pertinent 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 pertinent records of subcontractors.

## **50.26 Employment Practices**

The contractor shall not 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 affiliations, or handicap. 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 handicap. 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 or training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the Clause.

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without

regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The contractor and subcontractors shall comply with Arkansas Act 954 of 1977.

The contractor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11753 and the Federal Rehabilitation Act of 1973. The contractor shall be responsible for insuring that all subcontractors comply with the above mentioned regulations.

The contractor and its subcontractors shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations hereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended.

## **SECTION 60 PROCUREMENT**

### **60.1 Rules of Procurement**

To facilitate the procurement of requests for proposal, various rules have been established. They are described in the following paragraphs.

### **60.2 Point of Contact**

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for proposals until the selection of the successful respondent. FAILURE TO ADHERE WITH THIS REQUIREMENT WILL RESULT IN PROPOSAL DISQUALIFICATION. Respondents wishing to submit questions and requests for clarification should mail or fax all such correspondence to the Issuing Officer, as outlined in the Anticipated Procurement Timetable (Section 10.5).

### **60.3 Written Questions Concerning the Request for Proposals**

Written questions must be submitted to the Issuing Officer. All questions must be marked "Questions" and the proposal number indicated on the envelope or fax transmission. The questions will be answered in written form and mailed or faxed to all organizations who submitted questions. Other interested parties must request, in writing, a copy of the questions and answers.

#### **60.4 Request for Proposals Amendments**

The Department reserves the right to amend the request for proposals prior to the date for proposal submission. Amendments, addenda, and clarifications will be sent to all organizations requesting copies of the request for proposals.

#### **60.5 Cost of Preparing Proposals**

Costs for preparing the proposals are solely the responsibility of the respondents. The Department will provide no reimbursements for such costs. Any costs associated with any oral presentations to the Department will be the responsibility of the respondent and may not be billed to the Department.

#### **60.6 Disposition of Proposals**

All proposals become the public property of the Department and will be a matter of public record subject to the provisions of the Freedom of Information Act. If the proposal includes material which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record. The Department shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

#### **60.7 Proposal Amendments and Rules of Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the respondent. Unless requested by the Department, no amendments, revisions or alterations to the request for proposals will be accepted after the proposal due date.

#### **60.8 Acceptance of Proposals**

The Department reserves the right to request necessary amendments, reject any or all proposals received, or cancel this request for proposals according to the best interest of the Department.

Where the State may waive minor irregularities, such waiver shall in no way modify the request for proposals requirements or excuse the respondent from full compliance with the request for proposals specifications and other contract requirements if the respondent is awarded the contract.

## **60.9 Evaluation of Proposals**

Proposals will be evaluated in 3 phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal non-responsive. Any proposal that is incomplete may be rejected by the Department. However the Department may waive minor irregularities. This phase is completed by the ADH/TPE program. The second phase will be based on evaluation of the technical proposal by an impartial evaluation committee. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals (see Section 30). The third phase will determine if the proposed cost of the complete project exceeds funds allotted, or if the Department feels the cost proposed is excessive. Proposal Pricing Sheet will be opened during this phase. If proposal exceeds allotted funds, or appears to the Department to be excessive, both the technical and price proposals will be rejected and will not be considered for awarding of the contract. For proposals within the allotted funds, or that do appear to be reasonable, the lowest price proposal will receive the maximum number of cost analysis/pricing points (Section 30.2). The value of other qualified proposals will be proportionate. The contract will be awarded to the respondent whose proposal receives the highest cumulative point total.

## **60.10 Award Notice**

The notice of intended contract award will be sent to all respondents.

## **APPENDICES**



Arkansas Department of Health  
**Tobacco Prevention & Education Program**

**Training and Professional Development Services  
Transmittal Letter/Cover Page**

Title of Project: \_\_\_\_\_

**Submission Date:** \_\_\_\_\_

Organization: \_\_\_\_\_

Project Director: \_\_\_\_\_

Print Name

Title

Signature

**Address:** \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

If different from Project Director

**Telephone Number:** \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**LIST OF REQUIRED OFFICE OF FINANCIAL MANAGEMENT  
STATEMENTS FOR TECHNICAL PROPOSALS:**

Minority Purchasing Reporting Statement (Section 30.10)  
Certification of Non-Acceptance of Tobacco Funds (Section 30.11)  
Transmittal Letter (Section 40.2, Appendix I)  
Price Proposal (Cost Analysis) Statement (Section 40.11)  
Independent Price Determination Certification (Section 40.12)  
Proposal Price Certifying Statement (Section 40.13)

**LIST OF OFFICE OF FINANCIAL MANAGEMENT RERQUIREMENTS FOR  
PRICING PROPOSALS:**

Transmittal Letter (Section 40.2, Appendix I)  
Budget Form (Appendix III)  
Proposal Price Sheet (Appendix V)  
Cost Analysis (Section 30.6)

## BUDGET FORM

OBJECT CLASS CATEGORY	AMOUNT REQUESTED	AMOUNT CONTRIBUTED BY APPLICANT
A. Personnel		
B. Fringe Benefits		
C. Travel In-State		
D. Administrative Cost		
E. Other Direct Cost (Supplies, Postage, Telephone, Photocopying, Printing, etc.)		
F. Total		

## EXAMPLE OF LINE ITEM BUDGET

	<b>Amount Requested</b>	<b>In-Kind</b>
<b>A. Personnel</b>		
1. Project Director: Margaret Kennedy, M.P.H.	\$ 47,812.00	
2. Project Administrator: Lawrence Beckner, M.B.A.	\$ 33,791.00	
3. Clerical: J.B. Broom	\$ 22,750.00	
4. Additional labor; 3 FTE @ \$7.89 p/hr for 48 weeks	\$ 45,446.40	
5. Systems Administrator: Beth Bickley, M.S. (.33 FTE)	\$ -	\$18,743.00
<b>B. Fringe Benefits</b>		
1. Project Director		\$ 9,786.00
2. Project Administrator		\$ 6,789.00
3. Clerical		\$ 4,400.00
<b>C. Travel</b>		
1. In-State Mileage and Per Diem		
16 days at \$72 max per diem	\$ 1,152.00	
12,300 miles @.29 center per mile	\$ 3,444.00	
2. Out of State Travel for Conferences	\$ -	\$3,700
<b>D. Administrative Costs</b>		
1. Bookkeeping	\$ 2,700.00	
<b>E. Other Direct Costs</b>		
1. Telephone	\$ -	\$ 548.00
2. Office Space and Computer	\$ -	\$ 4,400.00
3. Postage	\$ 200.00	
4. Office supplies	\$ 200.00	
5. Photocopying	\$ 430.00	
6. Software	\$ 926.00	
<b>TOTALS</b>	<b>\$158,851.40</b>	<b>\$48,366.00</b>

## **PROPOSAL PRICING SHEET**

Proposals will be disqualified for one or more of the following reasons:

1. Proposal exceeds funds allotted for the project.  
(Funds available information will not be released to offerors.)
2. Proposal does not meet minimum mandatory requirements.
3. Deviation from pricing structure as detailed below:

**PROPOSAL PRICING SHEET MUST BE SUBMITTED UNDER SEPARATE COVER. ANY REFERENCE TO COST(S) INCLUDED WITH THE TECHNICAL/BUSINESS PROPOSAL WILL RESULT IN OFFEROR'S PROPOSAL BEING REJECTED. THE TECHNICAL/BUSINESS PROPOSAL WILL BE EVALUATED PRIOR TO THE PROPOSAL PRICING SHEET BEING REVIEWED.**

\$\_\_\_\_\_ Complete Project

