

STATE OF NORTH DAKOTA

DEPARTMENT OF HEALTH
COMMUNITY HEALTH SECTION
JUDICIAL WING – ROOM 204
600 EAST BOULEVARD AVENUE – DEPT. 301
BISMARCK, ND 58505-0200

Request For Proposal (RFP)

RFP Title: **North Dakota Senior Fall Prevention Project – *Stepping On* Program**

RFP Number: **301.IPC.01**

Date of Issue: **January 6, 2012**

Purpose of RFP: The North Dakota Department of Health, Division of Injury Prevention and Control is requesting proposals to implement the Senior Fall Prevention Project – *Stepping On* program. There are three awards available. The available budget is \$4,000 for each award. Each award requires the offeror to implement the Senior Fall Prevention Project – *Stepping On* program at two sites within North Dakota during the time period of March 1, 2012 through December 31, 2012. An offeror may apply for more than one award. Should an offeror apply for all three awards, the offeror would be required to implement the Senior Fall Prevention Project – *Stepping On* program at six sites within North Dakota during the time period of March 1, 2012 through December 31, 2012 at an available budget of \$12,000.

Offerors are not required to return this form.

Procurement Officer: Lonny W. Mertz
Community Health Section
North Dakota Department of Health
Judicial Wing – Room 204
600 East Boulevard Avenue – Dept. 301
Bismarck, ND 58505-0200
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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Department of Health, Division of Injury Prevention and Control is requesting proposals to implement the Senior Fall Prevention Project – *Stepping On* program. There are three awards available. The available budget is \$4,000 for each award. Each award requires the offeror to implement the Senior Fall Prevention Project – *Stepping On* program at two sites within North Dakota during the time period of March 1, 2012 through December 31, 2012. An offeror may apply for more than one award. Should an offeror apply for all three awards, the offeror would be required to implement the Senior Fall Prevention Project – *Stepping On* program at six sites within North Dakota during the time period of March 1, 2012 through December 31, 2012 at an available budget of \$12,000.

1.02

Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Lonny W. Mertz
PHONE: 701.328.3134
FAX: 701.328.2036
TTY Users call: 7-1-1
E-MAIL: lwmertz@nd.gov

1.03

RFP Schedule

This schedule of events represents the State's best estimate of the schedule that will be followed for this RFP.

The approximate RFP schedule is as follows:

- RFP Issued: **January 6, 2012**
- Deadline for receipt of questions and objections related to the RFP: **January 18, 2012, 2:00 P.M. CDT.**
- Response of questions and objections related to the RFP: **January 21, 2012.**
- Proposals due by: **February 3, 2012, 2:00 P.M. CDT.**
- Proposal Evaluation Committee evaluation completed by approximately: **February 8, 2012**
- State issues Notice of Intent to Award a Contract approximately: **February 8, 2012**
- State issues contract approximately: **February 15, 2012**
- Contract start: **March 1, 2012**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit five unbound, unstapled copies and one electronic copy on a disk or CD of the proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

NORTH DAKOTA DEPARTMENT OF HEALTH
LONNY W. MERTZ
COMMUNITY HEALTH SECTION
Request for Proposal (RFP): **Community Fall Prevention Project – Stepping On Program**
RFP Number: 301.IPC.01
JUDICIAL WING – ROOM 204
600 EAST BOULEVARD AVENUE – DEPT. 301
BISMARCK, ND, 58505-0200

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL Time on February 3, 2012**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation are commodity codes 918.38, 918.93, 924.05, 924.16, 924.25, 924.35, 924.40, 924.41, 924.42, 924.60, 924.77, 924.78, 948.48, 948.65, 948.86, 952.08, 952.40, 952.85, 952.90 and 990.77.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful offeror must register and become approved within **10 CALENDAR DAYS** from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

The Request for Proposal and any other amendments to the RFP will be posted on the following website : <https://secure.apps.state.nd.us/csd/spo/services/bidder/listCurrentSolicitations.htm>.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

Background information concerning Community Fall Prevention Project – *Stepping On* Program is as follows:

Project Description

Falls are a major health problem in North Dakota, particularly for individuals age 60 years and older. From 2007 through 2010, 324 North Dakota residents ages 65 and older died as the result of falls, an average of 81 deaths per year. During this period, 86.9 percent of all fall deaths were among residents 65 and older. 56.3 percent of all injury deaths in the state for this age group were a result of falls.

In North Dakota, there are few fall prevention programs being implemented at the local level. The North Dakota Departments of Health and Human Services, Injury Prevention and Control and the Adult and Aging Services Divisions have partnered to make falls prevention a high public health priority through increasing awareness, developing evidence-based interventions, and expanding community collaboration around the issue of senior falls.

The collaboration between the two departments will provide funding to develop an injury prevention program, with fall prevention the priority focus area. The North Dakota Department of Health will use the funding provided by the North Dakota Department of Human Services, Adult and Aging Services Division to train and educate communities to implement a senior fall prevention program by piloting the *Stepping On* curriculum. This pilot project will determine how *Stepping On*, an evidence-based community fall prevention intervention, can be successfully translated into practice in communities throughout North Dakota.

What is the *Stepping On* Program?

Stepping On is a program that offers older adults a way of reducing falls by incorporating and discussing a range of issues that include falls and risk, strength and balance exercises, initiating a medication review, vision exams, home safety, safe footwear and what to do and how to cope after a fall. The *Stepping On* course consists of seven weekly classes that are each approximately two-hours in length, followed by a home assessment, and a follow-up booster session. For more information about *Stepping On* please visit <http://www.dhs.wisconsin.gov/aging/CDSMP/SteppingOn/index.htm>. A summary of the sessions is provided in **Attachment G**.

The *Stepping On* program is research-based and scientifically proven to reduce falls by over 30% among participants. The original study was conducted by professional geriatric practitioners and researchers at the University of Sydney Australia as a 14-month randomized trial involving 310 elders aged 70 and older, who had a fall in the previous 12 months or were concerned about falls.

The client eligibility criteria for participation in the *Stepping On* program is:

- be age 60 and older;
- live in their own home or apartment (including senior housing)
- have had a fall in the last year or report a fear of falling;
- are cognitively intact;
- able to walk independently most of the time indoors or with the assistance of a cane.

The *Stepping On* workshops will be facilitated by a trained Leader. The following are the eligibility requirements to be trained as a Leader:

- Be a healthcare professional (nurse, nurse practitioner, physician assistant, physician, occupational therapist, physical therapist)
- Have knowledge of fall prevention
- Have led group based programs on adult learning or self-efficacy principles
- Have worked with older adults in a professional setting

To become a trained Leader, the individual must attend the mandatory training (early spring 2012 date to be determined in Bismarck, ND).

Once trained, a Leader must facilitate at least one workshop per year, in order to maintain their certification as a *Stepping On* Leader. During their first workshop, the North Dakota Department of Health, Division of Injury Prevention and Control (NDDoH IPC) observes and provides feedback about their delivery of the workshop.

Community Fall Prevention Project – *Stepping On* Program

The goal of the Community Fall Prevention Project – *Stepping On* Program is to reduce the prevalence of falls and the morbidity and mortality associated with falls among North Dakotans. To address this goal, the Fall Prevention Project aims to:

- Provide access to an integrated evidence-based fall prevention program called *Stepping On* to older adults.
- Evaluate the *Stepping On* program to determine its effectiveness for decreasing falls among older adults living.
- Train a core group of professionals (Leaders) to provide *Stepping On* courses.

Offeror(s) will be selected to pilot this project with the intention of implementing the *Stepping On* program in North Dakota communities. The local lead agency can be the Public Health Department, tribal health, hospital, healthcare practice, Older Americans Acts service provider, or any agency that provides services to older adults. At a minimum, the applicant will need to demonstrate that a strong local partnership exists between multiple agencies. An example of a partnership would be seen by utilizing local healthcare providers and staff from the Older Americans Act nutrition programs and the assistive safety devices program to make participant referral into the *Stepping On* courses.

Offeror(s) will be required to follow the *Stepping On* curriculum and the intervention protocol developed by the NDDoH IPC. There will be no changes to the curriculum and it must be followed with fidelity.

Each grant award awarded to an offeror will require the offeror to conduct a minimum of two *Stepping On* programs during the ten-month project timeframe (with the possibility of an extension), enroll a minimum of 8 and a maximum of 12 participants into each *Stepping On* workshop, and ensure that at least 75% of the participants successfully complete the workshop. Successful completion is defined as participant attendance at a minimum of 5 of the 7 weekly sessions. Each grant award awarded to an offeror will require the offeror to conduct a *Stepping On* workshop in one urban community and one rural community. (Note: If an offeror is awarded all three grant awards, the offeror will be required to conduct a *Stepping On* workshop in three urban communities and three rural communities). The curriculum is provided in the manual that will be given to the offeror(s) at the state training in early spring of 2012 in Bismarck, ND. A summary of the sessions is provided in **Attachment G**.

Each grant award awarded to an offeror will require the offeror to collect data during the project. Data will be collected from each participating site and will include baseline enrollment data, weekly exercise data, and information gathered at the three-month visit and six-month follow-up. Data collection information will be provided to the selected sites with specific data reporting requirements.

Each *Stepping On* workshop must be overseen by a trained Leader, who ensures program fidelity. Once the Leaders are trained, those individuals can facilitate the *Stepping On* workshops and Leaders will be required to facilitate at least two *Stepping On* programs during the ten-month project. Individuals selected as the Leaders must meet the qualifications as outlined above. **Individuals who will be trained as Leaders must be identified at the time of the application submission.**

Each *Stepping On* workshop Leader will be required to set up a display table and include items relevant to the weekly topic that can be used as teaching tools, as will be described and demonstrated at the Leader Training. The display board will be provided by the NDDoH IPC but each site will be required to gather, borrow or purchase the individual display items. See **Attachment E** for the list of recommended display items.

A set of leg weights and/or elastic bands are strongly encouraged for each of the *Stepping On* participants. These items can be supplied to *Stepping On* participants at no cost, sold to participants at a reasonable price, or used as loaners and returned at the end of the course. It is the responsibility of the offeror to provide this item. You may include the cost in your budget if you so desire.

Each site will be required to implement their first *Stepping On* program by September 30, 2012 and must have all programs delivered by December 31, 2012. Each *Stepping On* course costs approximately no more than \$2,000 to implement. Therefore, a total of \$4,000 will be awarded for each grant award. If an offeror applies for all three grant awards, the total budget is no more than \$12,000 to implement six *Stepping On* courses.

The Leader Training will be held in Bismarck, ND at a time to be determined in early spring 2012. Each offeror is required to send two individuals to the Leader Training (Note: If an offeror receives all three grant awards, the offeror has may send up to six individuals). The travel, hotel and per diem will be covered by the NDDoH IPC to attend the Leader Training in Bismarck, ND. Prior to the Leader training, there will be a mandatory pre-training conference call scheduled. Date and time will be determined in March 2012 and communicated to the offeror(s). This call will prepare individuals for the upcoming Leader training and discuss what preparations need to be made prior to the training. The call will last approximately one hour.

Responsibilities of NDDoH IPC

The NDDoH IPC will provide overall technical assistance and provide expertise in the area of fall prevention strategies.

The Leader Training will be coordinated by the NDDoH IPC in conjunction with the Wisconsin Partnership for Healthy Aging. The NDDoH IPC will reimburse the mileage, hotel costs and per diem for the participants attending the Leader Training scheduled for early spring 2012 in Bismarck, ND. Do not include these costs in your budget to attend the Leader Training scheduled for early spring 2012 in Bismarck, ND.

The North Dakota Department of Health will be the sponsoring agency licensee with the Wisconsin Partnership for Healthy Aging for implementing *Stepping On* for three years following the training. Offeror(s) who attend and pass the Leader training will receive their license from the North Dakota Department of Health.

The NDDoH IPC will work closely with each offeror to monitor the progress of the project and will be available to provide support and technical assistance during the project.

The NDDoH IPC will conduct at least one site visit to each offeror during the implementation of the project.

The NDDoH IPC will provide an implementation protocol for each offeror that will include eligibility criteria for participants, data collection expectations, and project evaluation and outcomes.

The NDDoH IPC will supply each offeror one display board but the sites will need to purchase display items. See the list of recommended display items in **Attachment E**.

The NDDoH IPC will provide course curriculums to each participant as part of the training.

2.02 Budget

There are three awards available. The available budget is \$4,000 for each award. Each award requires the offeror to implement the Senior Fall Prevention Project – *Stepping On* program at two sites within North Dakota during the time period of March 1, 2012 through December 31, 2012. An offeror may apply for more than one award. Should an offeror apply for all three awards, the offeror would be required to implement the Senior Fall Prevention Project – *Stepping On* program at six sites within North Dakota during the time period of March 1, 2012 through December 31, 2012 at an available budget of \$12,000. The budget for the period March 1, 2012 through December 31, 2012 should not exceed \$4,000 for each grant award. Proposals priced at more than \$4,000 for each grant award will be considered non-responsive.

Funds for this contract are disbursed on a reimbursement basis only. The contractor is to incur all costs in advance of reimbursement.

SECTION THREE SCOPE OF WORK

3.01

Scope of Work

The Contractor agrees to:

1. Participate in a ten-month project to translate research into practice by implementing *Stepping On* courses as outlined in the project proposal.
2. Develop an infrastructure for implementing *Stepping On* by partnering with local agencies that provide services to older adults.
3. Ensure there are at least two (2) professionals to attend the Leader Training to be held in Bismarck, ND in the early spring of 2012.
4. Professionals selected to become a Leader must meet the eligible requirements and must attend the Leader training.
5. The Leader will participate in a fidelity process following the Leader Training during the first scheduled *Stepping On* course.
6. The Leader will oversee and implement a total of two (2) *Stepping On* courses (one in an urban community and one in a rural community per each grant award received during the ten-month project).
7. The *Stepping On* classes will be facilitated by a trained Leader.
8. The *Stepping On* classes will be held at a location(s) in the community that ensures easy accessibility for older adults. The rooms must allow enough space for participants to move around and engage in exercise activities. Considerations may be necessary for participants who have special needs by adapting class size or providing additional teaching aids.
9. Aim to recruit at least a minimum of eight (8) and a maximum of 12 participants into each *Stepping On* course. Participants must meet the eligibility criteria as outlined in the protocol manual. Ensure Medical Clearance Form has been signed by participant's physician. See **Attachment F** – sample Medical Clearance Form.
10. Target a 75% successful completion rate for each *Stepping On* course. A participant successfully completes the course by attending at least 5 of the 7 classes.
11. Identify the individual as the project lead who will be responsible for overseeing and coordinating the project and will be the liaison to the ND Department of Health.
12. Collect baseline data and follow up six month data.
13. Submit a year end budget report to the Department that summarizes the expenses for implementing *Stepping On* during the contract period. This report will be due within 30 days following the completion of the contract.

Definitions

Stepping On is a program that empowers older adults to carry out health behaviors that reduce the risks of falls, improve self-management, and increase quality of life. This is accomplished in local community-based workshops that seniors attend once a week for seven weeks. Older adults develop specific knowledge and the skills to prevent falls during these workshops. The program is the work of Dr. Lindy Clemson, an occupational therapist from Australia.

Leader is trained by the Master Trainer. The Leader assists with course coordination, conducts workshops, and leads and facilitates class discussions. There must one trained Leader for every *Stepping On* workshop conducted. Once trained, a Leader must facilitate at least one workshop per year, in order to maintain their certification as a *Stepping On* Leader.

Master Trainer maintains a three-year certification by meeting the minimum requirements which include conducting one three-day Leader training, leading one *Stepping On* course, and facilitating at least one *Stepping On* program per year. Master Trainers can train new Leaders. Master Trainers have successfully delivered at least two community workshops and demonstrated solid fidelity with the original program.

Directives

Contract is subject to restrictions on the use of federal funds for lobbying of federal or state legislative bodies. Under the provisions of 31 U.S.C. Section 1352, recipients are prohibited from using appropriated federal funds for lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. This includes grants/cooperative agreements that, in whole or in part, involve conferences for which federal funds cannot be used directly or indirectly to encourage participants to lobby or to instruct participants on how to lobby.

Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

3.02**Location of Work**

The State will not provide workspace for the contractor.

3.03**Prior Experience**

There are no prior experience requirements to apply for this grant. The only requirement is to have a partnership with a physical therapist.

3.04**Required Licenses**

No licenses are required to apply for this grant.

3.05**Deliverables**

The contractor will be required to provide the deliverables as noted in Section 3.01 Scope of Work.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Term and Renewal Options

The State intends to enter into a contract with an effective date beginning March 1, 2012 and ending December 31, 2012.

Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least 30 days before the scheduled contract expiration date.

4.02

Contract Type

This contract is a Firm Fixed Price contract.

4.03

Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 8.01A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.09

Indemnification and Insurance Requirements

Offerors must review Attachment 8.01 for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax/ for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the

contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information.

4.11

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

4.12

Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.13

Payment Terms

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

4.14

Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.15

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.16

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.17

Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.18

Open Records Laws - Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

4.19

Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

4.20

Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.21

Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.22

Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

5.01		
Program Implementation		Possible 20 Points
A.	Ability to describe the role of the project lead	(5)
B.	Ability to describe the overall plan to implement <i>Stepping On</i> and describe and pertinent issues and potential problems	(15)
5.02		
Team Organization		Possible 10 Points
A.	Ability to describe the team and roles of team members	(5)
B.	Describe the partnership between local community organizations and programs	(5)
5.03		
Trained Leader Profile and Experience		Possible 10 Points
A.	Identify the individuals who will fill the role of trained Leaders and provide a short statement about their experience dealing with older adults	(5)
B.	Describe the individuals experience implementing a group program, facilitating group discussion and working with older adults	(5)
5.04		
Program Space		Possible 5 Points
A.	Ability to describe the location(s) the program will be held, taking into consideration any special needs participants might have	(5)
5.05		
Planned Assessment of Community Resources		Possible 5 Points
A.	Ability to describe the plan to identify available community fall prevention resources for participants	(5)
5.06		
Recruit, Enroll and Retain Eligible Participants		Possible 20 Points
A.	Ability to describe marketing plan	(10)
B.	Ability to describe meeting enrollment goals	(5)
C.	Ability to describe strategies for insuring medical clearance	(5)
5.07		
Understanding of the Project		Possible 10 Points
A.	Ability to describe commitment to attend trainings	(5)
B.	Letter of Support from agency management	(5)
5.08		
Budget Proposal		Possible 20 Points
A.	Ability to clearly identify the anticipated costs for implementing a minimum of two <i>Stepping On</i> programs during the ten-month timeframe	(20)

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Program Implementation

Identify a Project Lead who will be responsible for overseeing the *Stepping On* courses. This role can be managed by the Leader or another individual. The Project Lead will be responsible for developing a marketing plan, recruiting, and enrolling eligible participants, collecting and submitting data to the NDDoH IPC, arranging course logistics, scheduling training and working with the trained Leader to ensure fidelity compliance, and be the primary contact to the NDDoH IPC.

Describe your plan to identify eligible participants for the program. Describe your overall plan for implementing the *Stepping On* program at the community level. Describe your experience implementing a similar community-based program, recruiting older adults into the program, collecting data, and the outcomes achieved by the program.

Offerors must also identify any pertinent issues and potential problems related to the project.

6.04

Team Organization

The applicant must demonstrate the capacity to organize a team that includes the following:

- A minimum of at least two trained Leaders.
- Describe the team and roles of team members.
- Strong partnership between local public health department, area agencies on aging, and at least one additional organization that provides services to older adults, or tribal equivalence to these organizations.

Additional team organization can be demonstrated by having a partnership between local health care providers, tribal organizations, Senior Centers, programs, Older Americans Act service providers, and Older Americans Act nutrition and assistive safety devices program where available.

6.05

Trained Leader Profile and Experience

Finding the right person (Leader) to lead the classes is essential. This individual needs to have strong facilitation and communication skills, be dynamic, enthusiastic and work well with others. See the requirements for a Lead trainer in Section 3.

Describe the role of each trainer you plan to utilize for coordinating and facilitating the program. Please identify the names of individuals who will become trained and what role they will fill. Include education, documented experience each trainer has had implementing a group program, facilitating group discussion and working with older adults, and why you think he/she will be a dynamic facilitator.

6.06

Program Space

Describe the location(s) you plan to hold the *Stepping On* program to ensure accessibility and comfort for 8 to 12 participants. Be sure to include how you will address special needs such as participants with walkers, canes, visual and/or hearing impairments.

6.07

Planned Assessment of Community Resources

Describe your plan to assess your community's resources for participants to access vision exams, exercise programs, local home repair services, home safety items, and/or transportation.

6.08

Recruit, Enroll and Retain Eligible Participants

Describe your strategies to market and recruit participants age 60 and older to the program from primary care physicians and other healthcare providers, Older Americans Act nutrition or Aging Services programs and other senior services.

Describe strategies to meet enrollment and completion goals of recruiting at least 8 participants with at least 75% completing the course (at least 5 of the 7 classes) during each *Stepping On* courses held over the one-year project.

Describe your strategies for ensuring that all participants have a signed medical clearance form prior to enrollment. See sample Medical Clearance Form in **Attachment F**.

Provide at least one letter of support from providers/programs that have agreed to make referrals to your program such as Aging Services programs, senior services and healthcare providers.

Applicants must agree to collect and report enrollee data at the beginning of each *Stepping On* course, weekly during the program, and at the 3 month and 6 month follow-up. Data will include baseline enrollment data, weekly exercise, and self-reported falls and exercise levels at 3 month and 6 month. Data will also be reported on the number of participants enrolled, completed and lost to follow-up. Successful completion of the course is considered attending at least 5 of the 7 classes. Forms for collection of data will be provided to the selected sites.

6.09

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions.

Describe your understanding of the required trainings to be attended and a letter of support from your agency management.

6.10 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Approximately \$4,000 will be available in funding for each grant award between March 1, 2012 and December 31, 2012. The estimated cost for each *Stepping On* course is no more than \$2,000. Funding can be used to compensate Trainers and/or project lead; program costs such as room rental, snacks, transportation, advertising and recruitment; printing; and other anticipated costs. Administrative or indirect expenses cannot exceed 9% of the total proposed budget. Applicant must describe in the budget proposal costs for the following:

- Salary/Stipend for Leaders/Project Lead
- Program costs (room rental, snacks, transportation, advertising, printing)
- Supplies and materials (display items, leg weights, etc.)
- Administrative / indirect charges
- Other anticipated costs

6.11 Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP such as:

Resumes of key staff
Organizational chart
Letter of Support from Agency Management
At least one letter of support from providers/programs
Detailed budget

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must confirm that the offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The Department recognizes that the applicants may have clients with a reputation, products or services that are perceived by some to be in conflict with the purpose, goals and objectives of the Division of Chronic Disease. Examples of these clients include tobacco and tobacco-owned companies.

Any relationship by the individual/agency and their parent companies or subsidiaries with any affiliates or subsidiaries of a tobacco company must be disclosed as part of the submission of this request. The proposal shall assure that the credibility and integrity of the Department are protected at all times so that the Department goals are not compromised or diminished.

Offerors that do not have any clients that pose a potential conflict of interest at the time the contract funds are awarded need to be aware that if such clients are subsequently accepted, the Department shall be notified within 30 days and provided the information required above regarding how potential conflicts of interest will be mitigated.

The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible

conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least **60 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **60 DAYS**, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be rejected.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within FIVE WORKING DAYS from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

7.09 Joint Ventures

Joint ventures will not be allowed.

7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the

proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held by conference call.

7.17

Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.19

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

- A. Contract Template
- B. Cost Proposal Example
- C. Proposal Evaluation Form
- D. Sample Notice of Award
- E. Display Table List
- F. Sample Medical Clearance Form
- G. Overview of Sessions

ATTACHMENT A

SERVICE CONTRACT - SAMPLE



PURCHASE OF SERVICE AGREEMENT
NORTH DAKOTA DEPARTMENT OF HEALTH
 SFN 53372 (2-2011)

North Dakota Department of Health
 600 East Boulevard Avenue—Dept 301
 Bismarck, ND 58505-0200

PSA Number PF11.	CFDA Number	Contract Period From:	Through:
---------------------	-------------	--------------------------	----------

This contract is not effective and expenditures related to this contract should not be incurred until all parties have signed this document.

Title of Project/Program			Health Department Grant Code		
Contractor Name			Program Director		
Address			Address 600 East Boulevard Avenue-Dept 301		
City	State	ZIP Code	City	State	ZIP Code
			Bismarck	ND	58505-0200
Contact Name		Telephone Number	Contact Name		Telephone Number

Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$0	\$0	\$0
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$0	\$0	\$0

Scope of Service:

Reporting Requirements:

Special Conditions:

This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements for Notice of Grant Awards/Purchase of Service Awards issued by North Dakota Department of Health as signed by Contractor for the period July 1, 2011 to June 30, 2013 [Accounting Use Only ☐ Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative Arvy Smith, Deputy State Health Officer	

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative		Typed Name and Title of Authorized Representative	

Contractor: Attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.

**REQUIREMENTS ADDENDUM FOR ALL CONTRACTS (Purchase of Service Agreement)
BETWEEN STATE OF NORTH DAKOTA ACTING THROUGH ITS
NORTH DAKOTA DEPARTMENT OF HEALTH (State) AND _____ (Contractor)
FOR THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013**

1. CONTRACTOR'S UNDERSTANDING OF TERM OF FUNDING

Contractor understands that this contract is a one-time contract, and acknowledges that it has received no assurances that this contract may be extended beyond its expiration date.

2. AUTHORITY TO CONTRACT

Contractor may not contract for or on behalf of, or incur obligations on behalf of, State. Contractor may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, together with its attachments as appropriate. Contractor agrees to be solely responsible for the performance of any subcontractor. Contractor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

3. INDEPENDENT ENTITY

Contractor shall perform as an independent entity under this contract. Contractor, its employees, agents or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. No part of this contract may be construed to represent the creation of an employer/employee relationship between State and Contractor. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this contract.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form, and the accounting practices and procedures of the Grantee relevant to this grant are subject to examination by the North Dakota Department of Health, North Dakota State Auditor or the Auditor's designee.

5. RETENTION OF RECORDS

Contractor agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Contractor must provide the State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Contractor that are pertinent to the services provided under this grant. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

7. TERMINATION FOR CAUSE

Failure by Contractor to perform the terms of this agreement constitutes a breach of contract and will result in the immediate termination of the agreement. In addition to any other legal remedies available to State, if there is a termination for breach by Contractor, State may retain any payment to be made under this agreement which remains unpaid at the time of the breach and may also recover from Contractor those amounts already paid for individual items of work which are incomplete at the time of the breach.

If a breach by Contractor renders the agreement impossible of performance by Contractor and is caused by circumstances beyond the control of Contractor, and through no fault of Contractor, the agreement will be terminated. In the event of a breach by Contractor in such circumstances, State may set off against any liability or obligations owed to Contractor under this agreement or otherwise, any amounts paid for

individual items of work which are incomplete at the time of the breach. If the agreement is terminated as a result of a breach by Contractor, which is beyond the control of Contractor, State is not entitled to liquidated damages.

State shall give written notice of the termination to Contractor specifying the effective date of termination.

8. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

State may terminate this contract effective upon delivery of written notice to Contractor or on any later date stated in the notice, if:

- 1) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) Any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Any termination of this contract under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

9. TERMINATION WITHOUT CAUSE

This contract may be terminated by mutual consent of both parties, or by either party upon 30-days written notice.

10. CONTINGENT LIABILITY

During the term of this contract, and for three years after this contract expires or is terminated, Contractor agrees to reimburse State for any claims submitted by State for federal financial participation in the cost of this contract to the extent those claims are disallowed by any federal agency for failure on the part of Contractor to comply with this contract or any federal or state statutory or regulatory provisions which govern the source of funding. The State agrees to give Contractor prompt written notice of any disallowed claims subject to reimbursement by Contractor. Any amount disallowed as described is a debt owing to the State. Action may be brought by the State as allowed by law.

11. DELAY OR DEFAULT FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond Contractor's reasonable control and Contractor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

12. INDEMNITY

The State and Contractor each agree to assume their own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.

13. INSURANCE

Contractor shall secure and keep in force during the term of this agreement, from North Dakota Insurance Reserve Fund, insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

Contractor shall secure and keep in force during the term of this agreement, from North Dakota Insurance Reserve Fund, insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers' compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 6) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
- 7) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 8) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 9) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- 10) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

14. NOTICE

Any notice or other communication required under this contract must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

_____		North Dakota Department of Health
_____		Division of Accounting
_____	or	600 East Boulevard Ave-Dept 301
_____		Bismarck, ND 58505-0200

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at North Dakota Century Code § 32-12.2-04.

15. INTEGRATION, MODIFICATION, AND SEVERABILITY

This contract constitutes the entire agreement between the Contractor and State. There are no understandings, agreements, or representations, oral or written, not specified within this contract. No alteration, amendment, or modification of this contract is effective unless it is reduced to writing, signed by the parties, and attached to the contract. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract does not contain the illegal or unenforceable item.

16. COLLATERAL CONTRACTS

If any inconsistency exists between this contract and other provisions of collateral contractual agreements that are made a part of this contract by reference or otherwise, the provisions of this contract control.

17. ASSIGNMENT

Neither party may assign this contract or the party's rights under this contract without the written approval of the other party. Approval to assign may not be unreasonably withheld. This contract is equally binding on the respective parties, and their successors and assigns.

18. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon expiration or termination of this contract. Contractor agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to State all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material. Contractor shall execute all necessary documents to enable State to protect its rights under this section. State must provide written approval of Contractor's use of work product or materials for purposes outside the scope of this contract.

19. COMPLIANCE WITH PUBLIC RECORDS LAWS

Contractor understands that, except for disclosures prohibited in this contract, State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records obtained or generated by Contractor under this contract, except for records that are confidential under this contract, may be open to the public upon request under certain circumstances under North Dakota open records law. Contractor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with Contractor's instructions on how to respond to the request.

20. CONFIDENTIALITY

Contractor agrees not to use or disclose any information it receives from State under this contract that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement, or as authorized by state or federal laws, or as authorized in advance by Contractor. State agrees not to disclose any information it receives from Contractor that Contractor has previously identified as confidential and that State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Contractor and State to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Contractor understands that, except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, State must disclose to the public upon request any records it receives from Contractor. Contractor further understands that any records that are obtained or generated by Contractor under this contract, except for records that are confidential or exempt may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Contractor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

21. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this contract, and State is the prevailing party, Contractor shall pay Contractor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04.

22. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

23. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota.

24. SPECIAL CONDITIONS

Contractor shall meet all applicable special conditions as specified in the contract.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS)

Contractor shall comply with all laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. Contractor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. Contractor also shall have and keep current at all times during the term of this contract all licenses and permits required by law.

26. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this contract beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this contract. If those appropriations are not forthcoming, State will notify Contractor as soon as possible and the contract will terminate on June 30 of that year. State will neither be penalized nor incur any liability because of termination of the contract as provided above.

27. SPOILATION-NOTICE OF POTENTIAL CLAIMS

Contractor agrees to promptly notify State of all potential claims that arise or result from this contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

28. EVALUATION

State shall, throughout the effective dates on the contract, conduct an ongoing evaluation of Contractor's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by State representatives to review progress made by Contractor in accomplishing stated goals and objectives.

29. CONTRACTOR ASSURANCES

This agreement will be construed according to the laws of the State of North Dakota. In connection with furnishing supplies or performing work under this agreement, CONTRACTOR OR SUBCONTRACTOR with or receive funds to provided services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this agreement including the following:

- a) Fair Labor Standards Act,
- b) Equal Pay Act of 1963,
- c) Titles VI and VII of the Civil Rights Act of 1964,
- d) Age Discrimination Employment Act of 1967,
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Pro-Children Act of 1994,
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13279 Federal Leadership on Reducing Text Messaging while Driving,
- k) Executive Order 13043 Increasing Seat Belt Use in the United States,
- l) Section 106(g) of the Trafficking Victims Protection Act of 2000 (Applicable to Private Entity)

By signing this requirements addendum, Contractor certifies that neither Contractor, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

Contractor must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

30. SMOKE FREE

The Contractor will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space

30. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247-253).

**CERTIFICATION FOR ALL PURCHASE OF SERVICE AGREEMENTS WITH
NORTH DAKOTA DEPARTMENT OF HEALTH
THE PERIOD JULY 1, 2011 THROUGH JUNE 30, 2013**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum applicable to funding received through all contracts issued by the State and will ensure all program managers are aware of and will comply with these requirements. I also certify that the person(s) responsible for authorizing, expending or accounting for contract funds will be provided access to these contract requirements.

If my organization/agency has contract(s) in place that extend past June 30, 2011, I agree that this requirement form will become a part of the contract.

Company/Agency/Organization (Contractor):		
Name and Title:		
Address:		
City:	State:	Zip:
DUNS Number:	Federal Taxpayer Identification Number/SSN:	
Signature:		Date:

Return completed form to:

North Dakota Department of Health
Division of Accounting
600 East Boulevard Ave.—Dept 301
Bismarck, ND 58505-0200

ATTACHMENT B

COST PROPOSAL - EXAMPLE

Items to consider for costs associated to implement for one funding opportunity for the *Stepping On* program are salary/stipend; supplies (such as leg weights and/or elastic bands); transportation and travel; advertising and recruiting; room rental and snacks; other anticipated costs; and indirect costs.

Direct Costs

- Total number of hours at various hourly rates

- Direct Expenses

Indirect Costs

- Supplies

- Overhead

- Profit

List any applicable Prompt Payment Discount Terms.

NOTE: You may submit cost proposal based on how your agency bills. The above is an example.

ATTACHMENT C

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

COST PROPOSAL

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01

Program Implementation.

Weight **20 Percent**. Maximum Point Value for this Section

100 Points x **20 Percent** = **20 Points**

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-17	Very Good. Substantial applicability
18-20	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well has the offeror described the role of the project lead?

EVALUATOR'S NOTES _____

[b] How well has the offeror demonstrated a thorough plan for implementation of the project?

EVALUATOR'S NOTES _____

How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01

7.02**Team Organization.**Weight **10 Percent**. Maximum Point Value for this Section100 Points x **10 Percent** = **10Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3-5	Good. Some applicability
6-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the offeror describe the team and the roles of the team members?

EVALUATOR'S NOTES

[b] How well does the offeror describe the partnership between them and the local community?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR 7.02

7.03**Trained Leader Profile and Experience.**Weight **10 Percent**. Maximum Point Value for this Section100 Points x **10 Percent** = **10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-2	Fair. Limited applicability
3-5	Good. Some applicability

6-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the offeror identify the individuals who will fill the roles of the trained Leaders and provide a short statement about their experience dealing with older adults?

EVALUATOR'S NOTES _____

[b] How well does the offeror describe the individuals experience implementing a group program, facilitating group discussion and working with older adults?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04

Program Space.

Weight **5 Percent**. Maximum Point Value for this Section

100 Points x **5 Percent** = **5 Points**

Rating Scale (5 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1	Fair. Limited applicability
2-3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the offeror describe the location(s) where the program will be held, taking into consideration any special needs participants might have?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04

7.05**Planned Assessment of Community Resources.**Weight **5 Percent**. Maximum Point Value for this Section100 Points x **5 Percent** = **5 Points**

Rating Scale (5 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1	Fair. Limited applicability
2-3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] How well does the offeror describe their plan to identify available community fall prevention resources for participants?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR 7.05

7.06 Recruit, Enroll and Retain Eligible Participants.Weight **20 Percent**. Maximum Point Value for this Section100 Points x **20 Percent** = **20 Points**

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-17	Very Good. Substantial applicability
18-20	Excellent. Total applicability

[a] How well does the offeror describe their marketing plan for enrolling participants?

EVALUATOR'S NOTES _____

[b] How well does the offeror describe their plan for meeting enrollment goals?

EVALUATOR'S NOTES _____

[c] How well does the offeror describe their strategies for insuring medical clearance for participants?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.06

7.07 Understanding of the Project.

Weight **10 Percent**. Maximum Point Value for this Section

100 Points x **10 Percent** = **10Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-3	Fair. Limited applicability
4-6	Good. Some applicability
7-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

[a] How well does the offeror describe their commitment to attend trainings?

EVALUATOR'S NOTES _____

[b] How well does the offeror include a letter of support from their agency management?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.07

7.08

Contract Cost

Weight **20 Percent**. Maximum Point Value for this Section
100 Points x **20 Percent = 20 Points**

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 7.08

**Request for Proposal
Evaluation Summary**

Name of RFP: Community Fall Prevention Project – Stepping On Program		
RFP Number: 301.IPC.01		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 80 Points)	Maximum Points by Category	Score
1. Program Implementation	20	
2. Team Organization	10	
3. Trained Leader Profile and Experience	10	
4. Program Space	5	
5. Planned Assessment of Community Resources	5	
6. Recruit, Enroll and Retain Eligible Participants	20	
7. Understanding of the Project	10	
Cost Evaluation (Maximum 20 Points) a. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml b. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 20 points = Awarded Points		
8. Cost	20	
Total	100	

**Request for Proposal
Evaluation Totals**

Name of RFP: Community Fall Prevention Project – Stepping On Program							
Name of Offeror:							
Date:							
Technical Evaluation Criteria	80 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Program Implementation	20						
2. Team Organization	10						
3. Trained Leader Profile and Experience	10						
4. Program Space	5						
5. Planned Assessment of Community Resources	5						
6. Recruit, Enroll and Retain Eligible Participants	20						
7. Understanding of the Project	10						
Evaluator Totals							
Grand Total		Note: Sum of all individual scores.					
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (80 POINT MAXIMUM).					
8. Cost Propose Score		Note: (20 POINT MAXIMUM) Cost Evaluation a. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml b. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> <u>Price of Proposal Being Rated</u> X 20 points = Awarded Points					
TOTAL							

**Request for Proposal
Summary of Evaluation Committee Totals**

Name of RFP: Community Fall Prevention Project – <i>Stepping On</i> Program					
Date:					
	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Technical Proposal Score (80 Points Maximum)					
Cost Proposals Score (20 Points Maximum)					
Grand Total					

ATTACHMENT D

STATE OF NORTH DAKOTA
COMMUNITY HEALTH SECTION
JUDICIAL WING – ROOM 204
600 EAST BOULEVARD AVENUE – DEPT. 301
BISMARCK, ND 58505-0200
Telephone: 701.328.3134 Fax: 701.328.2036

February 8, 2012

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **301.IPC.01 - Community Fall Prevention Project – *Stepping On Program*** was issued by the ***North Dakota Department Health*** on ***January 6, 2012***.

The following vendors submitted proposals in response to the RFP:

LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to ***NAME OF SUCCESSFUL OFFEROR.***

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the ***North Dakota Department of Health***, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) 328.3134.

Sincerely,

Lonny W. Mertz

Procurement Officer

ATTACHMENT E

DISPLAY TABLE LIST

The display table is set up for each session and is limited to small items that can be easily transported. The following examples are the display items that can be used.

Lighting

- Night-light. Plugs into power point and automatically lights up when it becomes dark.
- Bedside Touch Lamp.
- Florescent energy saving lamps.
- Light bulb grabber. Assists in replacing light globes in the ceiling and hard to reach areas.

Slippery surfaces

- Mats for slippery tiles
- Anti moss product
- Bathroom strips
- 3M Indoor/Outdoor tread (self adhesive strips for steps edges)
- 3M Outdoor tread (self adhesive strips for external steps, available in two widths)

Flooring and mats

- Carpet tape
- Velcro carpet to carpet tape
- Rubber latex matting

Security

- Scotch reflective tape for bags, raincoats, walking stick
- Reflective Fluro-tape arm bands – bike shops
- Two way lights
- 3-in-1 soft light, polar pulse light, emergency lights for handbags on keys
- Information on a credit card alert system
- Key alert, personal handbag alarm

Mobility aid safety

- Rubber fennels (stoppers for walking sticks)
- Cane frogs, to hold cane against a table

Telephone

- Cordless telephone
- Cell phone

Shoes

- Rubber soling compound (shoe repair shops)
- Shoe treads
- Home repair kit for soles
- Shoe repair kit rubber and adhesive to repair holes in soles

Others

- Spring-coiled appliance cord

Medication management

- Pill master cup and container.
- Pill boxes
- Pill splitters
- Pill grinder

Local Community Resources

- Aging and Disability Resource Center
- Community Transportation
- Home maintenance and modification service
- Tai Chi and other local physical activity groups that offer standing exercise classes or senior exercise groups
- Senior Centers and services for seniors
- Local Public Health contacts

Medicine Record Cards

ATTACHMENT F

Medical Clearance Form (SAMPLE)

North Dakota - Community Fall Prevention Project

DATE _____

PATIENT NAME _____

DOB _____ MALE FEMALE

PRIMARY CARE PHYSICIAN

OFFICE NUMBER _____

Medical Suitability Criteria

_____ Able to understand and participate in a lifestyle intervention program

_____ Able to participate in moderate activity including strength and balance training

_____ Expresses readiness to change fall risk or fear of falling

History of falls in the past year YES NO

Fear of falling that limits patients activity YES NO

Medical Provider Signature

Date

ATTACHMENT G
OVERVIEW OF THE *STEPPING ON* PROGRAM

***Stepping On* - Reducing Falls and Building Confidence: A Community-Based Prevention Program**

Session 1: Introduction, Overview, and Risk Appraisal

Building trust, overview of program aims, sharing fall experiences, choosing what to cover and introducing the balance and strength exercises.

Personnel required: Physical Therapist

Session 2: The Exercises and Moving About Safety

Review and practice exercises, explore the barriers and benefits of exercise, moving about safely, such as chairs and steps, learning not to panic after a fall.

Personnel required: Physical Therapist

Session 3 and 4: Home Hazards

Identify hazards in and about the home and problem-solving solutions.

Personnel required: Community Safety Expert

Session 4: Community Safety and Footwear

Generate strategies to get around in the local community and reduce the risk of falling. Learn about the features of a safe shoe and identify clothing hazards.

Personnel required: Community Safety Expert

Session 5: Vision and Falls, Vitamin D, and Hip Protectors

Recognize the influence of vision on the risk of falling. Review strategies to reduce risk of falling from visual dysfunction. Identify the importance of vitamin D, sunlight, and calcium to protect from fall injury. Introduce the benefits of hip protectors for those fearful of hip fracture. Identify behavioral sleep alternatives to taking sedatives.

Personnel required: Vision Expert

Session 6: Medication Management and Mobility Mastery Experiences

Identify medication risks and falls. Explore strategies to reduce risk of falls from medication side effects or misuse. Review of exercises, with opportunity for questions and upgrading. Review and further explore strategies for getting out in the local community safely. Or, for some participants, practice safe mobility techniques learnt during the program, in a nearby outdoor location. Identify strategies to assist in safely using buses.

Personnel required: Pharmacist and Physical Therapist

Session 7: Review and Plan Ahead

Express personal accomplishment from the past seven weeks and reflect on the scope of things learned. Review anything requested. Finish any segment not adequately completed. Determine safety strategies to protect against bag snatching.

Follow-up home visit: To support follow through of fall-prevention strategies and activities and to assist with home adaptations and modifications if required.

Three-month booster session: Review achievements and how to keep it going.