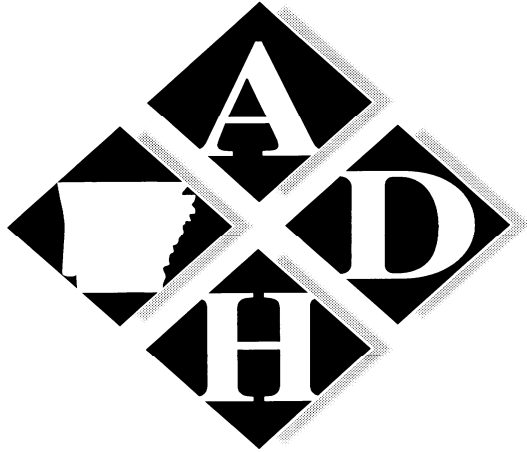




**STATE OF ARKANSAS
DEPARTMENT OF HEALTH**

REQUEST FOR PROPOSALS

DH-11-1002

For

**Sustainable Infrastructure Mapping Initiative [SIMI]
Small System Technical Assistance
Capacity Development**

Date Issued: January 18, 2011



RFP SCHEDULE OF EVENTS

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

Event	Date
RFP issued	January 18, 2011
Due time and date for written questions to be received by the Issuing Officer	2pm on February 2, 2011
Anticipated due date for answers to questions to be posted as an addendum	February 9, 2011
Deadline for receipt of proposals by the Issuing Officer	2 pm on February 25, 2011
Anticipated Completion of proposal evaluation and contract selection	To be determined
Anticipation of Award Notice	To be determined
Contract start (Subject to State approval)	07/01/2011

Abbreviations within this solicitation document are as follows:

ACA	Arkansas Code Annotated
ADH	Arkansas Department of Health
CSS	Contract Support Section
EEO	Equal Employment Opportunity
GIS	Geographic Information System
GPS	Global Positioning System
ID	Identification
OSP	Office of State Procurement
PC	Personal Computer
PRVs	Pressure Release Valves
PWSs	Public Water Systems
RFP	Request For Proposals
SIMI	Sustainable Infrastructure Mapping Initiative



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SECTION 1: INTRODUCTION

1.1 Background

The Arkansas Department of Health (ADH) is soliciting proposals from interested vendors to provide services as further detailed in this request for proposal (RFP). The contract will be awarded by issuance and execution of a professional service contract between ADH and the successful offeror. The contract is contingent upon review by ADH, the Department of Finance and Administration, the Office of State Procurement, as well as other governmental funding sources, as necessary.

ADH is a centrally governed state agency administered from a central office with five (5) area (regional) and 110 local offices statewide. ADH is divided into nine (9) business units. This structure encourages coordination and cooperation.

Central office staff establishes policy and procedure with input from field staff. This organizational and managerial structure provides the standards, consistency and uniformity that greatly aid ADH in providing products, information and services to the general public.

1.2 Purpose

ADH is soliciting proposals from interested contractors to provide services as further detailed in this Request for Proposal. The Safe Drinking Water Act's 1996 amendments, Section 1452, make provisions for the issuance of federal capitalization grants to states. These grants are to be administered by the states as a Revolving Loan Fund, through which low interest loans will be made to water systems needing assistance in meeting regulations. Section 1452 also states that the administrator of the fund may reserve up to 15 percent of the total funds appropriated to provide local assistance and other eligible activities aimed at source water protection, capacity development and wellhead protection.

As part of the State's Capacity Development plan, the State is seeking to assist systems address infrastructure rehabilitation and replacement issues through Sustainable Infrastructure Initiative efforts. This includes efforts to promote sustainable infrastructure through better management of water utilities, including environmental management systems and asset management, rates that reflect the full cost pricing of services, efficient water use and efforts to enhance the market for water efficient products, and promoting watershed approaches to protection as an integral part of infrastructure decision making.

The State of Arkansas is proposing to use a portion of the 15% set aside to assist high priority systems better manage their infrastructure by accurately locating and mapping basic infrastructure assets. Helping the water system attain a state of self-sufficiency is the primary



goal. At this time, ADH is not capable of performing or providing this assistance to these small public water systems [PWSs]. Issuance of this RFP does not obligate ADH to award a contract.

This document sets forth the requirements for the professional service contract meeting the following objectives:

1. Assessing the infrastructure mapping needs of high priority small PWSs. PWSs with a retail population of less than 3,300 will be targeted first.
2. Collecting accurate location data for physical water system infrastructure features.
3. Migrating field location data collected into the Owner's Geographic Information System [GIS] software and assisting the PWSs to view and print basic maps.
4. Providing ADH with field location data obtained.

1.3 Scope of Service

1.3.1 Overview

ADH is soliciting bids from qualified Contractors to assist small PWSs improve their infrastructure maps and to begin implementation of a GIS. A GIS can be developed to perform a multitude of tasks such as assisting with inventories, recognizing trends and indicating needs for capacity development. The principal guideline to be utilized to perform this task is that it must be affordable and user friendly.

The priorities for the Sustainable Infrastructure Mapping Initiative [SIMI] are:

1. To provide more accurate maps of water utilities
2. To provide a basis from which utilities can learn to utilize current mapping technologies
3. To allow the utility to have control of their mapping needs

The SIMI consists of three components:

1. Assessing accuracy of current Infrastructure Maps
2. Collecting accurate Infrastructure location data. These features, at a minimum, should include:
 - a) pipes (size and material)
 - b) valves (size, type, and setting for prv's)
 - c) pumps (capacity, head, type)
 - d) tanks (capacity, type, name)
 - e) hydrants (size, type)
 - f) sample sites (id, type)



3. Assist/train PWSs to view and print basic maps

The Contractor will contact high priority eligible PWSs that express an interest in the SIMI program. The Contractor will then lead the PWSs through a short assessment survey to determine the location accuracy of existing Infrastructure assets and based on the assessment, develop a plan for collecting accurate field location data for key Infrastructure assets.

After the PWS and the Contractor decide to proceed with the SIMI, and if approved by ADH, the next step is to collect field data. The field data collection involves using Global Positioning System [GPS] equipment to record the coordinates of visible or pre-located system features (pipes, valves, pumps, tanks, hydrants, sample sites, etc.) The accuracy of the equipment to be used by the Contractors is to be within sub-foot of actual location of the feature. This means that after a point is collected with the Contractor's equipment, it is possible to navigate back to within one foot of that exact position with comparable GPS equipment.

It is essential that the utility personnel participate in the data collection process. Time in the field is minimized and accuracy is increased if the system representative is prepared for data collection by pre-locating and marking all features to be collected. Using this procedure the data collection can be performed more efficiently, thus reducing the overall cost of the project.

Once the field data is complete, the process of creating the maps can begin. There are several items that serve as an aid in the production of the high-quality mapping product. These items include: the collected data, engineering drawings, digital orthophotography and a mapping application to pull it all together.

Based on the Assessment Survey, the Contractor will migrate the selected GPS data into a free GIS application software package, ArcGIS ArcExplorer. The Contractor will then add selected themes or layers to the PWSs' data file.

The Contractor will provide initial training of the PWS staff to use the GIS software to view data, add basic data and print maps. The Contractor will provide the PWS and ADH a copy of the completed digital file.



1.3.2 General Requirements

1. Period of Performance

The Contract Period will begin July 1, 2011 and will end on June 30, 2012. The Contract is renewable, with mutual written agreement between the ADH and the Contractor, for six additional one-year extensions or portion thereof, not to exceed June 30, 2018.

2. Assessment, Data Collection and Mapping

(1) Assessment

The Contractor shall obtain from the ADH a prioritized list of PWSs that have been identified as potentially needing assistance in Infrastructure asset location. ADH will complete a survey of small PWSs, prior to contract start, and identify those systems that have a potential need in this area. The systems will be ranked on a point basis. Those with the highest points are the systems with the greatest need. The list shall contain the name, contact person, address, and phone number for each PWS.

The Contractor shall then contact the PWSs, in priority order, to offer its services, except that systems in the general proximity of one another may be grouped together to optimize Contractor time. If the service offer is accepted, the Contractor shall arrange for an assessment.

The Contractor shall meet with the PWS and review the PWSs' existing Infrastructure asset location records. Existing records would include Engineering Construction drawings, Engineering As-Built drawings, maintenance logs, Utility staff personal information and any other information sufficient to locate all critical or desired Infrastructure assets.

Based on the review of the PWSs' Infrastructure records, the Contractor shall determine the number and approximate field location of all Infrastructure assets to be located in the field. The Contractor shall not engage in locating buried assets that the PWS has identified but not located. The Contractor can include these points in the assessment plan; however, the PWS must pre-locate and physically mark all locations prior to the Contractor arriving at the site to do the field locations. Any points not pre-located and physically marked by the Utility will not be collected by the Contractor.



Upon completion of the assessment with the PWS, the Contractor shall prepare a preliminary cost estimate report for the work to be completed and submit it to ADH within ten (10) days of the assessment. In addition to the cost analysis, the Contractor shall submit a time schedule for completing each project. If approved by the ADH, the Contractor may proceed with the work.

It is anticipated that ADH will limit the scope of the field data collection work to control the maximum amount that can be spent on any one PWS to complete this work so that the maximum number of PWSs can be assisted.

(2) Data Collection

The Contractor shall notify the utility of the dates of the field data collection. The PWS is responsible for pre-locating and marking all predetermined features for GPS data collection prior to the Contractor arriving onsite. The Contractor may not proceed with field data collection until the Utility has pre-located and marked all sites.

The Contractor shall have or procure GPS data mapping grade equipment capable of sub-foot accuracy. The Contractor shall identify the equipment to be used and the procedures to ensure sub-foot accuracy. The Contractor shall collect GPS data on all points as defined in the Assessment Survey and as pre-located and marked in the field. The PWS personnel shall be available at all times during the GPS data collection to provide onsite assistance to locate all pre-located and marked points.

The Contractor shall collect the data at such times and locations that will ensure that weather or overhead obstructions do not diminish the data accuracy or data location repeatability.

The Contractor will be expected to complete the field portion of the data collection based on the costs stipulated in the approved assessment report. If the Contractor determines that the assessment report approved cost is not adequate, the Contractor shall terminate work for that PWS and complete a revised assessment report and submit it to ADH within ten (10) days for approval. If approved, the Contractor may restart and complete the work.



(3) Mapping

Once the field data collection is complete, the process of creating the maps can begin. There are several items that serve as an aid in the production of a high-quality mapping product. These items include: the collected data, engineering drawings, digital orthophotography, and a mapping application to pull it all together.

It is anticipated that most of the small PWSs that will be assisted will initially want to do limited editing of the data such as simple viewing and printing on their PC. For these small systems, the Contractor will install ArcGIS ArcExplorer on the utility's computer. ArcExplorer allows the PWS to import different shapefiles and label/re-label features in their system. It also allows for the replacement of outdated shapefiles with current or better ones. For example, if a system/city is photographed with higher resolution photography, those older aerals can be taken out of the existing digital map file and the newer aerals can be imported without re-publishing. ArcExplorer software is a free product of ArcGIS. If the PWS desires to install different GIS software or the full version of ArcGIS, it will be the PWSs responsibility to purchase the software and have it available and loaded when the Contractor migrates the data.

The Contractor will ensure that the GPS data from the data logger was collected to sub-foot accuracy. The data will then be migrated to ArcExplorer. The Contractor will then add a digital orthophotography layer to the data points to produce an aerial photographic map of the distribution system using the highest resolution aerals freely available. Digital orthophotography maps are available at the following website: <http://www.geostor.arkansas.gov/Gb/Home.html> for the State of Arkansas.

The Contractor shall identify all points collected on the map by assigning attributes to the features presented. The Contractor shall submit a proposed list of the features and the proposed attributes for review with this proposal.



3. Deliverables

(1) Assessment Survey

The Contractor shall submit a report to ADH within ten (10) days of the onsite assessment report of the PWSs mapping needs. The report shall stipulate the following:

- Number of points to be collected
- Layer themes to be developed
- Level of mapping detail to be provided
- Utility GIS software training to be provided
- Estimated time to complete the work
- Estimated total cost with cost breakdown

Within twenty (20) days of the receipt of the Assessment Report, ADH will either approve or disapprove the proposed work. Upon written approval by ADH, the Contractor may schedule and proceed with the work.

The Contractor shall submit a proposed Assessment Report form for ADH to review as part of the proposal.

(2) Monthly Reports

The Contractor shall submit a Monthly Summary Report to the ADH by the 10th of each subsequent month. The Monthly Summary Report shall be in three (3) parts:

- (1) Assessment Reports:
 - Onsite Assessments Scheduled
 - Onsite Assessments Completed
 - Reports Completed
 - Reports filed
 - Reports approved



- (2) Status of Approved Mapping Projects:
- Summary of PWS Projects Initiated
 - Estimated completion percentage of the field data phase for each PWS
 - Estimated completion percentage of mapping phase for each PWS
 - Estimated expenditure of funds to date for each PWS by category
 - Estimated expenditure of funds remaining for each PWS by category
 - Projected cost for each PWS compared to assessment report estimated cost
- (3) Map Files
- All Esri ArcView shapefiles for each PWS completed and installed on PWSs system. The shapefile attributes shall include, at a minimum, the System name, the PWS number, the name of the utility point, and date of survey.
 - All Esri ArcView shapefiles created for PWSs delivered to ADH.
- (4) Payment Schedule
- Payment Terms: Payment will be based on monthly-itemized invoices submitted by the Contractor in accordance with the PROPOSAL PRICING SHEET.

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

- Assessment Report[s] for each completed onsite assessment
- Data Collection Hours for each completed PWS project
- GIS Installation/Map Production for each completed PWS project
- Utility Training man hours for each completed PWS project will support the invoice and Monthly Summary Reports required under Section 1.3.2.3, Deliverables.

Contractor shall not submit invoices for partially completed Assessment Reports, partially completed Field data collection man hours, partially completed Data migration man hours or partially completed PWS training man hours for each PWS project.



Payment Rate: Payment will be based on the unit prices proposed by the Contractor on the PROPOSAL PRICING SHEET subject to any negotiated unit prices between the ADH and Contractor.



SECTION 2: GENERAL REQUIREMENTS AND INFORMATION

2.1 Issuing Officer

This RFP is issued by the ADH/ Contract Support Section (CSS).

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

**Tim Smith, CPPB
Procurement Branch Chief
Arkansas Department of Health
4815 West Markham, Slot H58
Little Rock, Arkansas 72205**

**Phone: 501-280-4573
Email: timothy.w.smith@arkansas.gov**

2.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified on page 2. Respondents shall submit their written questions to the Issuing Officer identified in Section 2.1. Respondents may submit their questions by e-mail, but it remains the respondent's responsibility to guarantee receipt of the questions by the specified time and date. The State accepts no responsibility for accurate or timely receipt of e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will post written responses on the internet by the date specified on page 2, for all written questions received by the due date. Posting will be in the form of an addendum to be posted on the OSP website:

<http://www.arkansas.gov/dfa/procurement/bids/index.php>

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



2.3 **Proposal Submittal**

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

A complete proposal consists of a Technical Proposal and a Cost Proposal. These shall be submitted at the same time but the Cost Proposal shall be sealed separately from the Technical Proposal. Proposals shall be submitted to the Issuing Officer at the address listed in 2.1 above.

FAILURE TO SUBMIT TECHNICAL AND COST INFORMATION SEPARATELY WILL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

See Section 3 for Proposal Requirements.

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

2.4 **Proposal Preparation Costs**

All costs for developing the response to this RFP are solely the responsibility of the respondents. The State will provide no reimbursement for such costs. The State is not liable for any cost incurred by any respondent prior to the issuance of any agreement or contract.

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

2.5 **Opening of Proposals**

The Issuing Officer will publicly open proposals on the date identified on page 2. Only the Technical Proposals will be opened at that time. Individuals wishing to attend the public opening may contact the Issuing Officer for location and time information.

Cost Proposals will be opened after evaluation of the Technical Proposals is complete.



2.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by CSS. However, CSS reserves the right to request necessary amendments or supplementation to proposals or to reject any or all proposals received, amend the RFP, or cancel this RFP at any time, according to the best interest of the State.

The State reserves the right to waive minor irregularities in proposals providing they meet the rules of procurement and mandatory requirements. Such a waiver shall be done in the best interest of the State and shall in no way modify the RFP requirements or excuse the respondent from full compliance with the RFP specifications, including contract requirements if the respondent is awarded the contract.

2.7 Rejection of Proposals

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

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

2.8 Disposition of Proposals

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

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

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



2.9 Incorporation into the Contract

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

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

2.10 Subcontracting

Each respondent in its proposal shall designate only one organization as the primary contractor. All other participating organizations shall be designated as subcontractors and all subcontractors are subject to prior approval by CSS.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service section. Only the subcontractors approved by CSS shall work on the contract. Respondents must attach to their Statement of Acknowledgement statements from each subcontractor confirming their willingness and ability to perform the work designated in the proposal. Respondents shall not make multiple proposals as the primary contractor under this proposal and as subcontractor in other proposals.

2.11 Minority Business Policy

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

2.12 Independent Price Determination

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



2.13 Prohibited Solicitation

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business (ACA §19-11-229). If this provision is violated, the State shall have the right to reject the proposal, annul the contract without liability, or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

2.14 RFP Amendments

CSS reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, all amendments, addenda and clarifications shall be posted on the internet at: <http://www.arkansas.gov/dfa/procurement/bids/index.php>

2.15 Proposal Amendments and Rules of Withdrawal

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

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

2.16 Respondent's Contact Person

Respondent will provide the name, email address and telephone number (with area code) of an authorized person in its company who may be contacted regarding this RFP response.

2.17 Anticipation of Award

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

The Office of State Procurement (OSP) reserves the right to waive this policy when it is in the best interests of the State.



2.18 Awarding of Contract

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

2.19 Certification Prior to Award

Pursuant to Act 157 of 2007, all respondents must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contract with the State. Respondents shall certify online at:

<https://www.ark.org/dfa/immigrant/index.php/user/login>

2.20 Rules of Procurement

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

2.21 Restriction on Communications with State Staff

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



2.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, OSP is required to have a copy of the vendor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award to the vendor. The vendor may submit its EEO policy as a hard copy accompanying vendor's response to this solicitation. ADH will submit the successful respondent's EEO policy to OSP and OSP will maintain a file of all vendor EEO policies received. The submission by the successful respondent is a one-time requirement but vendors are responsible for providing updates or changes to their respective policies as necessary. Vendors that do not have an established EEO policy will not be prohibited from receiving a contract award, but are required to submit a written statement attesting that they do not have an EEO policy.



SECTION 3: PROPOSAL REQUIREMENTS

3.1 General Proposal Requirements

Proposal shall include one original and 5 (five) hard copies of the Technical Proposal responsive to the terms of the RFP. In addition, the respondent shall include one (1) electronic copy of the Technical Proposal on CD in Microsoft readable format. Technical Proposal shall be clearly identified as DH-11-1002 on the outside of the envelope. **NO INFORMATION RELATIVE TO COST OR PRICING SHALL BE INCLUDED WITH THE TECHNICAL PROPOSAL!**

Proposal shall also include one (1) original **Cost Proposal** in a **SEPARATE SEALED ENVELOPE** and clearly identified as DH-11-1002 **Cost Proposal** on the outside. Cost and Technical proposals submitted electronically must be on separate CDs.

THE ENTIRE PROPOSAL WILL BE DISQUALIFIED FROM CONSIDERATION IF THE RESPONDENT FAILS TO MEET THE ABOVE REQUIREMENTS, INCLUDING FAILING TO SUBMIT TECHNICAL AND COST INFORMATION SEPARATELY. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE CDs.

The proposals shall be received by CSS by the date and time identified on page 2. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED. The envelopes or packages must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

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

RFP Section 3.2 provides content requirements for the **Technical Proposal**. **RFP Section 3.3** provides content requirements for the **Cost Proposal**.

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



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

Proposals may be hand delivered or mailed and received by Issuing Officer on or before 2pm February 25, 2011:

Tim Smith, CPPB
Procurement Branch Chief
Arkansas Department of Health
4815 West Markham, Slot H58
Little Rock, Arkansas 72205

Phone: 501-280-4573
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3.2 Technical Proposal Requirements

The Technical Proposal must present a complete detailed description of the respondent's qualifications to perform and its approach to carry out the requirements as set forth in **Section 1.3** (Scope of Service) and **Attachment A** (Terms and Conditions), and **Attachment D** (Performance Based Contracting).

The Technical Proposal shall be arranged in the following order. Deviation from the prescribed order may disqualify a proposal.

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

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



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

RESPONDENTS SHALL NOT INCLUDE ANY KIND OF COST OR PRICING INFORMATION IN THE TECHNICAL PROPOSAL. PROPOSALS CONTAINING SUCH COST OR PRICE INFORMATION IN THE TECHNICAL PROPOSALS SHALL BE REJECTED AS NON-RESPONSIVE TO THE RFP. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

3.2.1 Cover Sheet

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

3.2.2 Table of Contents

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

3.2.3 Statement of Acknowledgement

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

1. Name, address, phone number, FAX number, and tax identification number of the respondent;
2. Indication if the respondent is a state government, local government, for profit agency, or not for profit agency;'
3. Indication if the respondent is a minority vendor (Arkansas law defines "minority" as black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander);
4. Indication if the respondent is a corporation, partnership, sole proprietor, or individual;
5. Names and titles of the individual authorized to contractually obligate the organization, the individual authorized to negotiate the contract and the corporate president, if applicable;
6. Indication if the organization has previously contracted with ADH;
7. Statement by the respondent indicating that neither the respondent's principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, and other executive officers) nor any individuals with ownership interest in the entity have been terminated previously from a ADH program or been convicted of Medicare or Medicaid fraud;



8. Statement indicating whether or not the organization intends to offer services through a subcontractor (if “**Yes**”, additional information is required);
9. Statement certifying that the completed proposal includes the required number of copies of the proposal in the required format and containing all required information;
10. Statement that neither cost nor pricing data are included in the Technical Proposal;
11. Statement certifying that the respondent has read, understands, and agrees to comply with all the terms and conditions as set forth in the RFP without qualification;
12. Statement certifying that the respondent is a **Corporation, Limited Liability Corporation (LLC), or Professional Association (PA)** (If respondent is NOT one of the above, respondent must provide documentation evidencing proof of filing as either a **Corporation, LLC, or PA** with the Arkansas Secretary of State’s office.)
(Out-of-state respondents must submit a copy of their Certificate of Authority from the Arkansas Secretary of State authorizing the respondent to transact business in the State of Arkansas before a contract can be executed, in accordance with A.C.A. §4-27-1501 and §4-27-1502.)
13. Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
14. Statement certifying that the individual signing the Statement of Acknowledgement is authorized to make decisions as to, and responsible for, the prices quoted, that the offer is firm and binding, and that he/she has not participated, and will not participate, in any action contrary to the above conditions;
15. Statement authorizing ADH or its agents to verify the financial information requested in the RFP;
16. Statement certifying that no attempt has been made or will be made by the respondent to persuade any other person or firm to submit or not to submit a response;
17. Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
18. Statement identifying all amendments to this RFP issued by the Issuing Officer and received by the respondent or, if no amendments have been received, a statement to that effect:
19. If services are to be provided by subcontractors, a statement of the exact amount of work to be done by the primary contractor (not less than 50%) and each subcontractor as measured by price. **RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
20. If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - o The scope of work to be performed by the subcontractor;
 - o The subcontractor’s willingness to perform the work indicated;
 - o The subcontractor’s certification that he/she does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
21. Statement certifying acceptance of and agreement with the terms and conditions contained within this RFP.



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

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

3.2.4 Disclosure of Litigation

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

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

3.2.5 Executive Summary

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

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

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



3.2.6 Technical Approach and Solutions to Scope of Service

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

Service delivery must be provided in accordance with the **Section 1.3** (Scope of Service), and **Attachment D** (Performance Based Contracting). See **Section 4.2** for the specific criteria to be considered for this RFP

3.2.7 Respondent's Background, Experience, and Qualifications

3.2.7.1 Background

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

- Date established;
- Ownership (whether public, partnership, subsidiary, or specified other);
- Total number of employees;
- Number of full time equivalent (FTE) employees engaged in similar contracts

3.2.7.2 Experience

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

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

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



3.2.7.3 Qualifications

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

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

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

3.2.8 Project Organization and Staffing

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

3.2.9 Project Management

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

3.2.10 Financial Disclosure

The respondent shall provide evidence of financial status and the financial ability to carry out the project. Sufficient information shall be provided relevant to the last three years for the respondent and any subcontractors evidencing good standing.

The financial statements shall include:

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



3.3 Cost Proposal Requirements

Cost Proposal MUST be submitted under separate cover from the Technical Proposal. Any reference to cost included within the Technical Proposal will result in respondent's proposal being rejected. IF SUBMITTED ELECTRONICALLY, COST AND TECHNICAL PROPOSALS MUST BE ON SEPARATE DISKS.

The Cost Proposal shall contain the items identified below.

3.3.1 Independent Price Determination

The Cost Proposal shall contain a statement of independent price determination as described in **Section 2.12.**

3.3.2 Price Warranty

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

3.3.3 Price

The proposed price shall include the services and requirements described in this RFP. The price will include a cost analysis to support the reasonableness of the price. **The price included in the proposal will be the price for the period of the initial award in Section 1.3.2 as specified. On an annualized basis, that price will be applicable for the life of the contract resulting from this RFP (initial contract and any extensions) if extension options are exercised.**

Services provided under this contract will be reimbursed based on the following method:

See Attachment E – Proposal Pricing Sheet

Contractor will not receive any other payment.

3.3.4 IRS Form W-9

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



3.3.5 Vendor Number

If the respondent does not already have an Arkansas vendor number issued by Office of State Procurement, DFA, they shall obtain the vendor number before the contract is signed. The respondent shall submit proof of application for the vendor number with the Cost Proposal. Information and necessary forms to obtain a vendor number can be found on the following website:

<http://www.dfa.arkansas.gov/offices/procurement/Pages/forms.aspx>

Vendor may contact the Office of State Procurement for assistance in obtaining a vendor number by calling 501-324-9316 and requesting the vendor maintenance section.

3.4 Mandatory Requirements

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

3.4.1 Proposal must be received by time and date specified on page 2.

3.4.2 Proposal must be submitted in the manner specified in **Section 3.1**.

3.4.3 Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in **Section 3.2.3**.



SECTION 4: EVALUATION AND CONTRACT SELECTION

4.1 Proposal Evaluation Process

The proposals will be evaluated in several phases.

4.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, CSS shall begin the evaluation process by examining the proposal to determine if mandatory requirements of the RFP have been agreed to or met as set forth in **Section 3.4**. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement, and is sufficiently responsive to permit a further evaluation. In this phase, each proposal shall be evaluated as either “pass” or “fail”. Only those proposals which pass the first phase shall be forwarded for the second phase of evaluation. In later phases of the evaluation, portions of the proposal may be found non-responsive and at that time the response may be rejected.

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

4.1.2 Evaluation of the Technical Proposals

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

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

Based on findings by the evaluation team and confirmed with the CSS, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by ADH. The State reserves the right to reject any and all proposals.



4.1.3 Evaluation of the Cost Proposals

The third phase is an evaluation of, and awarding of points for, the Cost Proposal. This evaluation shall determine:

- If the Cost Proposal meets the requirements in **Section 3.3**;
- Whether the Cost Proposal is consistent with the Technical Proposal;
- If the calculations are correct;

The State may reject any Cost Proposal that is incomplete or which contains significant inconsistencies or inaccuracies. The rejection of the Cost Proposal shall disqualify the entire proposal from further consideration.

The number of points awarded to each Cost Proposal will be determined by the following mathematical formula:

$$(a/b) \times c = d.$$

Lowest proposed cost for evaluation (a) divided by the proposed cost being evaluated (b) times the maximum cost points (c) equals the points assigned for the cost proposal being evaluated (d).

For the purposes of this RFP the maximum cost/points available (c) are 30 points. The formula used is:

$$(a/b) \times 30 = d.$$

4.1.4 Ranking Proposals

In the fourth phase, for each proposal, the points for the Technical Proposal are added to the points for the Cost Proposal. The proposals are ranked from highest to lowest according to total points.

The State reserves the right to require on-site interviews with any respondent before making a final decision on selection or non-selection of a contractor.



4.2 Point Assignment

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

CRITERIA	POSSIBLE POINTS
Prior experience with performance on projects of similar size and scope.	20
Qualifications of staff to be assigned to the work. This will be determined from resumes submitted, education, position in the company/firm, and years and types of experience.	20
Respondent’s understanding of work to be performed. This will be determined by evaluation of the Respondent’s technical proposal for performance of the work requested.	30
<u>SUBTOTAL POINTS FOR TECHNICAL</u>	70
Respondent’s price proposal (cost analysis) for performance of work requested. The lowest project price proposal will be awarded the maximum score. The value of other proposals will be awarded a score on a basis proportionate to the lowest cost proposal.	30
<u>Total Possible Points</u>	<u>100</u>

4.3 Contract Award Process

The contract will be awarded to the respondent that scores the most points by providing the most effective solution for the price quoted, not necessarily the one with the lowest cost.

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



ATTACHMENT A

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

GENERAL TERMS AND CONDITIONS

1 Legal Considerations

The proposed contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the State regarding this request for proposals or any resultant contract shall be brought in the State of Arkansas administrative or judicial forums. Venue will be in Pulaski County, Arkansas.

2 Ethical Standards Law

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

3 Conflict of Interest

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

1. The employee or any member of the employee's immediate family has a financial interest;
2. A business or organization has a financial interest in which business or organization the employee, or any member of the employee's immediate family has a financial interest; or



3. Any other person, business, or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a procurement request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other capacity.

Where an employee or any member of the employee's immediate family holds a financial interest in a blind trust, the employee shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest, provided that disclosure of the existence of the blind trust has been made to the Director of the Department of Finance and Administration.

4 Warranty Against Broker's Fee

The *Contractor* warrants that it has not been retained or retained a person to be retained, to solicit or secure an ADH contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the *ADH* shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

5 Offer of Gratuities or Kickbacks

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

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

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



6 Employment of State Personnel

A. Contemporaneous Employment Prohibited.

It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the State agency by which the employee is employed.

B. Restrictions on Former Employees in Matters Connected with Their Former Duties.

1. Permanent Disqualification of Former Employee Personally Involved in a Particular Matter. It shall be a breach of ethical standards for any former employee knowingly to act as a principal or as an agent for any one other than the State in connection with any:

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim; or

d. Charge or controversy in which the employee participating personally and substantially through decision, approval, disapproval, recommendation, rendering of service, investigation, or otherwise while an employee, where the State is a party or has a direct and substantial interest.

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

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim; or

d. Charge or controversy, to knowingly act as a principal or as an agent for anyone other than the State in matters which were within the former employee's official responsibility, where the State is a party or has a direct and substantial interest.



C. Disqualification of Partners

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

a. Judicial or other proceeding, application, request for a ruling, or other determination;

b. Contract;

c. Claim; or

d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State is a party or has a direct and substantial interest.

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

D. Selling to State After Termination of Employment is Prohibited. It shall be a breach of ethical standards for any former employee, unless the former employee's last annual salary did not exceed ten thousand five hundred dollars (\$10,500), to engage in selling or attempting to sell commodities or services to the State for one (1) year following the date employment ceased. The term "sell" as used herein means signing a bid, proposal, or contract; negotiating a contract; contacting any employee for the purpose of obtaining, negotiating, or discussing changes in specification, price, cost allowances, or other terms of a contract; settling disputes concerning performance of a contract; or any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefore is subsequently negotiated by another person; provided, however, that this Section is not intended to preclude a former employee from accepting employment with private industry solely because the former employee's employer is a *Contractor* with the State. This Section is not intended to preclude an employee, a former employee, or a partner of an employee or former employee from filing an action as a taxpayer for alleged violations.



7.1 Term of the Contract

The contract period begins approximately July 1, 2011 and terminates on June 30, 2012 contingent upon review by the ADH, Department of Finance and Administration, Office of State Procurement, Arkansas Legislative Council and/or the Joint Budget Committee as well as other governmental funding sources, if applicable.

By mutual agreement, the *ADH* and the *Contractor* may elect to extend the contract for a maximum of two (2) years or any portion thereof, but not less than monthly increments, at the contract compensation for those renewal periods.

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

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

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

7.2 Timetable for Deliverables

Written status reports of activities as related to each objective will be required as outlined in Section 1.3.1 and 1.3.2.

8 Termination of Contract

The contract resulting from this request for proposals shall be subject to the following termination provisions. The contract may be terminated by the *ADH*:

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



8.1 Termination For Default

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

The State shall have an option to terminate this agreement if the *Contractor* fails to give satisfactory service, and the State shall be sole judge of service.

In the event of such termination, the State may contract for completion of services provided herein with the next higher bidder and *Contractor* named herein shall be liable for payment to owner of any additional costs.

In the event of termination for default, in full or in part as provided by this clause, the *ADH* may procure, upon such terms and in such manner as the *ADH* may deem appropriate, supplies or services similar to those terminated, and the *Contractor* shall be liable to the *ADH* for any excess costs for such similar supplies or services. In addition, the *Contractor* shall be liable to the *ADH* for administrative costs incurred by the *ADH* in procuring such similar supplies or services.

In the event of termination for default, the *Contractor* shall be paid for those deliverables which the *Contractor* has delivered to the *ADH*. Payments for completed deliverables delivered to and approved by the *ADH* shall be at the contract price. Payment for partially completed deliverables delivered to and not yet approved by the *ADH* shall be an amount determined by the *ADH*.

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

8.2 Termination for Convenience

The *ADH* may terminate this agreement without cause, with no penalty, at its discretion for any reason. The State may terminate performance of work under the contract in whole or in part whenever the *ADH* shall reasonably determine that such termination is in the best interest of the *ADH*.

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



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

8.3 Termination for Unavailability of Funds

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

8.4 Procedure on Termination

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

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

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

- * Stop work under the contract on the date and to the extent specified in the Notice of Termination
- * Place no further orders or subcontracts for materials or services
- * Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
- * Assign to the *ADH* in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the *Contractor* under the orders or subcontracts so terminated, in which case the *ADH* shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts



- * With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or part, in accordance with the provisions of the contract
- * Transfer title to the *ADH* (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination
- * Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination
- * Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the *Contractor* and in which the *ADH* has or may acquire an interest.
- * The *Contractor* shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

8.5 Termination Claims

After receipt of a Notice of Termination, the *Contractor* shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claims shall be submitted promptly. The *Contractor* and the *ADH* may agree upon the amounts to be paid to the *Contractor* by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

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

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



9 Contractor

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

10 Force Majeure

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

11 Disputes

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

12 Confidentiality of Information

The *Contractor* shall treat all information, and in particular, information relating to recipients and providers, which is obtained by it through its performance under the contract as confidential information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder.

13 Public Disclosure

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

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



14 Inspection of Work Performed

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

15 Subcontracts

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

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

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

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

16 Indemnification

The *Contractor* agrees to indemnify, defend, and save harmless the *ADH*, its officers, agents and employees from:

- * Any claims or losses resulting from services rendered by any *subcontractor*, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- * Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the *Contractors*, its officers, employees, or *subcontractors* in the performance of the contract.



* Any claims or losses resulting to any person or firm injured or damaged by the *Contractor*, its officers, employees, or *subcontractors* by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.

* Any failure of the *Contractor*, its officers, employees, or *subcontractors* to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

17 Assignment

The *Contractor* shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Contract Administrator.

18 Waiver

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

19 State Property

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

20 Contract Variations

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



21 Attorney's Fees

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

22 Liability

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

23 Records Retention

In accordance with Federal regulation, the *Contractor* agrees to retain all pertinent records for five (5) years after final payment is made under this contract or any related subcontract. In the event any audit, litigation or other action involving these pertinent records is started before the end of the five (5) year period, the *Contractor* agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

24 Access to Contractor's Records

In accordance with Federal regulation governing contracts in excess of \$10,000, the *Contractor* consents to the required access to pertinent records. This access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the *Contractor* which are directly pertinent to any services performed under the contract.

The *Contractor* additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the pertinent records of subcontractors.

25 Employment Practices

The *Contractor* shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handicap. The *Contractor* must take affirmative action to ensure that employees, as well as applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law) marital



status, political affiliation, or handicap. Such action shall include but not be limited to the following:

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

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

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

The *Contractor* shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The *Contractor* and *subcontractors* shall comply with Arkansas Act 954 of 1977.

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

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



Attachment B
STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION					
ADDRESS				Phone #	
				FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:					
☐ MINORITY VENDOR	☐ STATE AGENCY	☐ LOCAL GOVT	☐ FOR PROFIT	☐ NON-PROFIT	☐ CORPORATION, LLC, S-CORP, PARTNERSHIP, ETC.
			☐ FILED FOR INCORPORATION		

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

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

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

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

NAME:		ADDRESS:	
OFFICIAL TITLE:			

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement.

YES ☐ NO ☐

Have you previously been a provider for the ADH of Human Services?	YES ☐	NO ☐
Have you been terminated from a ADH program or convicted of Medicare / Medicaid fraud?	YES ☐	NO ☐
Do you intend to offer any services through a subcontractor?	YES ☐	NO ☐
If so, indicate in the space provided the percentages of work that will be done by the		



primary contractor and the subcontractors?	
If so, have you attached the required statements from the subcontractors?	YES ☐ NO ☐
Have you included the original and copies of the proposal, in the required format and number? YES ☐ NO ☐	
Have you refrained from including pricing information in the Technical Proposal? YES ☐ NO ☐	
Have you read and understood, and do you agree to comply with, the requirements of the RFP? YES ☐ NO ☐	
Do you certify that you do not and will not discriminate in employment practices? YES ☐ NO ☐	
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP? YES ☐ NO ☐	
Do you authorize ADH to verify financial information requested by the RFP? YES ☐ NO ☐	
Do you certify that no attempt has been made to persuade others to or not to submit proposals? YES ☐ NO ☐	
Do you commit to adhering to an established accounting systems and financial controls? YES ☐ NO ☐	
Have you received any amendments to this RFP? YES ☐ NO ☐ If "YES", how many?	
CERTIFICATION	
By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate AND acknowledges acceptance of and agreement with the terms and conditions contained within this RFP.	

SIGNATURE BY OFFICER OF ORGANIZATION TITLE
Authorized to Contractually Obligate

DATE



ATTACHMENT C
STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES ☐ NO ☐

1. **PROCUREMENT:**

Check appropriate box below for the method of procurement for this contract:
 ABA Criteria ☐ Request for Proposal ☐ Competitive Bid ☐ Request for
 Qualifications ☐
 Intergovernmental ☐ Emergency ☐
 Sole Source by Justification ☐ (Must be attached). Sole Source by Intent to Award ☐
 Sole Source by Law ☐ Act # _____ o Statute # _____
 _____ r _____

2. **DATES, PARTIES:**

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

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

AGENCY NUMBER/NAME	.
AGENCY NUMBER/NAME	.

CONTRACTOR NAME	
ADDRESS	

3. **CALCULATIONS OF COMPENSATION:**

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

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL



Total compensation exclusive of expense reimbursement \$ _____

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

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

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

4. **SOURCE OF FUNDS:**

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

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

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

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

5. **RENDERING OF COMPENSATION:**

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

6. **OBJECTIVES AND SCOPE:**

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



7. **PERFORMANCE STANDARDS:**

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

8. **ATTACHMENTS:**

List ALL attachments to this contract by attachment number:

9. **CERTIFICATION OF CONTRACTOR**

A. "I,



(Contractor)

(Title)

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

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

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

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

NAME	RELATIONSHIP



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

10. DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04:

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

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

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

11. NON-APPROPRIATION CLAUSE:

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

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

12. TERMS:

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

This contract may be _____, in accordance with the terms stated



extended until _____ in the
Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas ADH of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

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

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

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

13. AUTHORITY:

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

14. AGENCY COORDINATION:

The Agency Representative coordinating the work of this contractor will be:

_____ (NAME) (TELEPHONE #)	_____	_____ (TITLE)
----------------------------------	-------	------------------

Agency agrees to make available advice, counsel, data, and personnel, etc. as described immediately below or in Attachment _____ to this agreement.
number _____



15. AGENCY SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE AGENCY UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

16. TYPE OF CONTRACT: PROFESSIONAL ☐ CONSULTANT ☐

17. SIGNATURES

CONTRACTOR
DATE

DATE _____

AGENCY DIRECTOR

TITLE

TITLE

ADDRESS**ADDRESS**

APPROVED: _____
ADH OF FINANCE AND ADMINISTRATION **DATE**

Contractor Point of Contact:

Name

Telephone Number



ATTACHMENT D
ARKANSAS DEPARTMENT OF HEALTH
PERFORMANCE BASED CONTRACTING

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

1. Assessments

Public water systems with the highest priority rankings are to receive assistance first. Contract funds limit the number of public water systems that can receive assistance. The Contract goal is to assist as many of the top ranked systems as possible.

2. Data Collection

The contract goal is accurately locate PWS infrastructure assets with a geographic positioning system so that the PWS can be relocated with the same features in the future with comparable equipment.

3. Mapping

The contract goal is to migrate the physical location of the PWSs infrastructure assets onto the PWSs geographic information system software and add layers or themes to assist the PWS in viewing the assets.

4. Deliverables

All contract documents (i.e. Assessment Reports, data files, Monthly Reports, Invoices) are to be submitted in a thorough, accurate and timely manner.



**DH-11-1002 - ATTACHMENT E
PROPOSAL PRICING SHEET**

Sustainable Infrastructure Mapping Initiative

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

1. Proposal does not meet minimum mandatory requirements.
2. Deviation from pricing structure as detailed below:

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

Estimated Quantity:

30 Assessment Report[s] \$_____/report \$_____ Total.
(Section 1.3.2)

900 Data Collection [Hours] \$_____/person hour \$_____ Total.
(Section 1.3.2)

120 Install GIS/Create Maps [Hours] \$_____/person hour \$_____ Total.
(Section 1.3.2)

120 Utility Personnel Training [Hours] \$_____/person hour \$_____ Total.
(Section 1.3.2)

Project Total \$_____

Vendor/Company Name: _____

Authorized Vendor Signature: _____

These above quantities are based on completing thirty mapping projects at small **PWSs** with approximately 200 service connections. The quantities are estimated amounts for price proposal evaluation purposes only, and shall not be deemed to either guarantee a minimum or restrict the maximum amount of assistance to be performed under this contract, except that the maximum assistance will be restricted by the amount of funds allotted by the **ADH** for the project.

