



STATE OF ARKANSAS

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

Division of Health Center for Health Advancement

REQUEST FOR PROPOSALS

DOH-2007-01

for

Program Evaluation and Technical Assistance for the
Chronic Disease Branch, Tobacco Prevention &
Cessation Branch and Lifestages Branch – Nutrition
& Physical Activity

Date Issued:

September 19, 2006

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SECTIONS 1

INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposal (RFP) is as follows:

To select a contractor to evaluate and monitor the principal programmatic activities of the Arkansas Department of Health & Human Services (DHHS), Division of Health (DOH), Center for Health Advancement (CHA), Chronic Disease Branch (CDB) and its Sections (Comprehensive Cardiovascular Health, Diabetes Prevention & Control, Arthritis Health, Comprehensive Cancer Control's BreastCare Program), Lifestages Branch-Physical Activity & Nutrition Section and Tobacco Prevention and Cessation Branch (TPCB) and its component programs – as well as the combined efforts of all of these programs. To include the development of a formal evaluation infrastructure for regularly assessing the effectiveness of the CDB and its sections, Lifestages Branch-Physical Activity and Nutrition Section and TPCB; the creation and maintenance of evaluation monitoring systems to collect, analyze, and interpret public health intervention findings; the capacity to monitor progress toward improving the health of vulnerable populations; and evidence that findings about changes in health outcomes (whether positive or negative) are used to make changes in programs. Specifically, we seek a contractor who will work closely with management staff to develop and implement a comprehensive state level evaluation plan with measurable objectives and performance indicators, which will then be utilized by all program staff and partners to monitor the activities of these programs. The evaluation contractor will be charged with reviewing and incorporating existing evaluations, collecting and/or analyzing relevant data, assessing the impact of programmatic activity, providing technical assistance to the state staff and local partners, and producing reports and publications for the DOH – CDB, TPCB and Lifestages Branch, Physical Activity and Nutrition Section. The successful applicant will meet the evaluation needs of these programs in an efficient, coordinated, and integrated manner.

1.2 Background

Chronic Disease Branch–

Comprehensive Cardiovascular Health Section:

The Comprehensive Cardiovascular Health Section is funded through a cooperative agreement with the Centers for Disease Control's (CDC) Cardiovascular Health (CVH) Division to: develop and coordinate partnerships; define the cardiovascular disease (CVD) problem within the state; identify priority populations; eliminate disparities; build infrastructure; implement effective strategies to reduce the burden of CVD by preventing and controlling risk factors; delay the onset of disease; reduce disabling conditions; develop and/or update a state plan; begin implementation/ evaluation of selected state plan strategies in worksites, health care and community settings. CDC intervention priorities include: controlling high blood pressure and high cholesterol; knowing signs and symptoms of heart attack/stroke and calling 9-1-1; improvement of emergency response and quality of care and eliminating disparities.

State plan goals and objectives include increasing public awareness and knowledge of heart disease and stroke; promoting healthier environments in communities, improving health-promoting behavior of Arkansans, improving primary and secondary treatment of heart disease and stroke and addressing heart and stroke health among at-risk Arkansans.

Having met the grant criteria for capacity building status, the Program moved to basic implementation status in July 2004. With additional funding, the Program is administering statewide county grants; CVH CME sessions to health care providers; a radio campaign on heart attack/stroke warning signs and hypertension "Know Your Numbers" ads during national heart and stroke months; American Heart Association's Search Your Heart Program and supports the AR Minority Health Commission's blood pressure training and hypertension program; partnered with the DOH, EMS/Trauma Sections to update the ambulance services pre-hospital care report to include the LA Stroke Scale. The Program continues to partner with the Diabetes Prevention and Control Program and others to support the Arkansas Chronic Illness Collaborative. Program staff are members of the Arkansas Wellness Coalition which sends accredited guidelines to health care providers, and participates on the steering committee of the five states Delta State Stroke Consortium to reduce the burden of stroke in the region.

Diabetes Prevention & Control Section

The Arkansas Diabetes Prevention and Control Section (ADPCS), through surveillance, assesses the burden of diabetes in Arkansas and its capacity to reduce the burden, including resources and deficits on a statewide level. The ADPCS also works to expand community level diabetes assessment and surveillance in targeted populations to direct health disparity reduction activities.

The program actively participates in the National Diabetes Education Program (NDEP) campaigns, the Life Preserver campaign, and more formal avenues for distribution of diabetes messages, focused on local partners reaching local media outlets to target underserved areas.

The ADPCS partners with existing and new local Hometown Health Improvement community coalitions utilizing the CDC Diabetes Today model to implement LEAP initiatives. This is based on the "Feet Can Last A Lifetime" Health Care Provider's Guide as an educational tool in preventing diabetes foot problems. Several Arkansas communities and organizations are participating in local projects using tools provided by these projects and finding local solutions to barriers to care, such as transportation issues.

The ADPCS maintains partnerships with the National Health Disparities Collaborative to assist in the spread of the Collaborative model. The ADPCS provides in-services to Arkansas' Community Health Center's staff, linkages to other community partners, technical support and educational materials and resources. The program assists in the spread of the Collaborative model beyond Community Health Centers to primary care facilities in rural Arkansas where the minority population and the prevalence of diabetes are highest.

The ADPCS is involved in establishing American Diabetes Association (ADA) recognized Diabetes Self-Management Education (DSME) Programs throughout the state. The ADPCS partners with Eli Lilly and Company, Arkansas Chapter of ADA, State Medicaid Program and Comprehensive Neurosciences Inc. As of June 15, 2006, the ADPCS along with its partners has established 18 DSME programs in underserved areas of Arkansas.

The Diabetes at Work project is being conducted with Arkansas Blue Cross Blue Shield to increase diabetes awareness in the workplace.

Arthritis Health Section

The Arthritis Health Section has been active in its charge to reduce the impact of arthritis and other rheumatic conditions through a cooperative agreement with the Centers for Disease Control and Prevention (CDC) since April 2002. The Arthritis Health Section facilitates the Arthritis Activity Workgroup which consists of the following organizations:

- Arkansas Chapter of the Arthritis Foundation
- The UAMS Fitness Program
- Arkansas Minority Health Commission
- Community Health Centers of Arkansas
- Conway Regional Hospital
- Konarski Chiropractic Clinic
- Hot Springs Rehabilitation Center

The Arkansas Arthritis Health Section (AAHS) will further assess the economic and disease impact of arthritis and interventions to reduce the impact. The AAHS will expand the reach of the Arthritis Foundation evidence-based programs and activities, which include the Arthritis Foundation (AF) Exercise Program, AF Aquatic Program and AF Self-Help program.

The AAHS will continue to implement the CDC communication campaign, "Physical activity, the arthritis pain reliever". In addition, the Spanish version of the campaign will be implemented in 2007. Internal and external partnership collaboration is key to the goals and objectives of the Arthritis Health Section.

Comprehensive Cancer Control Section

A program component of the Comprehensive Cancer Control Section known as BreastCare, was established in 1992 with infrastructure development funds from the Centers for Disease Control and Prevention (CDC). In 1995, the program received funds to provide screening and diagnostic services from CDC. In 1997, the Arkansas General Assembly provided funding to support screening, diagnosis and treatment services for breast cancer. During the 2001 session of the Arkansas General Assembly, additional legislation provided for screening, diagnosis and treatment of both cervical and breast cancers with state funds. In December 2001, BreastCare began participating in Medicaid, category 07, which allowed state funds to be matched 4:1 for treatment of breast and cervical cancer among eligible women.

BreastCare serves women 40 years of age and over. Eligibility for the program is determined by income and health insurance

status. The program has enrollment, billing, media and patient navigation agreements with outside contractors. Each health care provider also signs a public health services agreement that provides guidelines for reimbursement.

BreastCare is working during FY07 to develop, implement and evaluate quality assurance measures that relate to clinical and administrative services. An interdisciplinary and interagency quality management committee has been established to develop a staff job description and benchmark measures for performance.

Lifestages Branch - Physical Activity & Nutrition Section

The Lifestages Branch - Physical Activity & Nutrition Section is funded through a cooperative agreement with the Centers for Disease Control and Prevention. The purpose of the program is to prevent and control obesity and other chronic diseases through the development and implementation of science-based nutrition and physical activity interventions. Major program areas are: obesity prevention and control including caloric intake and expenditure, improved nutrition including increased breastfeeding and increased consumption of fruits and vegetables, increased physical activity, and reduced television time. The goals of the program are to:

- Increase the number of communities that implement a nutrition and physical activity plan for the prevention and control of obesity and other chronic diseases.
- Increase the number of interventions for nutrition and physical activity that are implemented and evaluated.
- Increase the number of state or community nutrition and physical activity policies, environmental supports, and/or legislative actions that are planned, initiated or modified for the prevention or control of obesity and other chronic diseases.
- Increase physical activity and better dietary behaviors in communities reached through interventions.
- Decrease levels of obesity or reduce the rate of growth of obesity in communities reached through interventions.

The major intervention of the program is a Worksite Wellness Program, Healthy Employee Lifestyle Program that will eventually include all state agencies.

Tobacco Prevention & Cessation Branch

The Arkansas Tobacco Prevention and Cessation Branch was established in 1993 through a federal grant from the Department of Health & Human Services, Centers of Disease Control and Prevention (CDC). In July 2001 the program was drastically enhanced with the receipt of funding from the Master Settlement Agreement (MSA). The Division of Health receives 31.6% of the annual payment into the Tobacco Settlement Program fund.

The purpose of the program is to reduce mortality and morbidity associated with tobacco use among Arkansans. Using the CDC's guidelines (*Best Practices for Comprehensive Tobacco Control Programs*) and other recommended strategies from the CDC, a science-based approach to tobacco prevention and cessation was implemented to support the program's goal to reduce disease, disability and death related to tobacco by preventing the initiation of tobacco use among young people, promoting quitting among young people and adults, eliminating the disparities related to tobacco use and its efforts on population groups.

Since receiving MSA funding in 2001, research-based comprehensive tobacco control programs have been implemented that include all the CDC recommended components: community programs, school programs, enforcement, statewide programs, marketing, cessation, chronic disease programs, surveillance and evaluation as well as an effective administrative and management structure to facilitate the coordination of these Best Practice Components.

In April 2006 the Arkansas State Legislature approved legislation to make workplaces smoke-free. Starting July 21, 2006 Arkansas workers will be able to work in a smoke free environment.

Best Practice Area – Community Programs

Since fiscal year 2003 local coalitions and community based tobacco prevention programs have been funded. In fiscal year 2007 thirty programs were funded for \$1.5 million. These programs are responsible for engaging youth in developing and implementing tobacco control interventions; developing partnerships with local organizations; conducting educational programs for young people, parents, enforcement officials, community and business leaders, health care providers, school personnel, and others; promoting governmental and voluntary policies to promote clean indoor air, restrict access to tobacco products, provide coverage for treatment and achieve other policy objectives; and educating on successful health initiatives regarding tobacco prevention.

Best Practice Area – School Programs

Since fiscal year 2003, school-based and youth programs have been funded. In fiscal year 2007 nineteen programs were funded for \$1.5 million. These programs are responsible for providing research-based tobacco prevention programs including curricula for all grade levels K-12 and implementing comprehensive tobacco policies in all the funded schools.

In addition, a statewide youth coalition, Arkansans for Drug Free Youth (ADFY) has been funded since fiscal year 2002.

Arkansans for Drug Free Youth is a non-profit organization dedicated to the prevention of alcohol, tobacco, other drug use and

violence among Arkansas youth. Established in 1985, ADFY is the result of parents, teachers, students and other members of the community joining together to take action against the mounting problems of violence and drug use. ADFY utilizes the concepts of media literacy and skill-based training to empower young people to make healthy decisions.

Best Practice Area – Enforcement

The Tobacco Control Board is responsible for the enforcement of Arkansas Code 5-27-227 (sales of tobacco products to minors) and has been receiving MSA funds since fiscal year 2002. Until then they had limited staff and enforcement agents. The MSA funding enabled them to add enforcement agents and cover related expenses to enforce this law. In fiscal year 2007 the funding level for TPCB is \$870,000 that includes a staff of thirteen people, nine of which are enforcement agents.

Best Practice Area – Statewide Programs

Two statewide coalitions--Coalition for Tobacco Free Arkansas (CTFA) and Arkansans for Drug Free Youth (ADFY)—are active in pursuing their respective anti-tobacco goals. ADFY has been cultivating a state-level group of youth, called the Tobacco Control Youth Board, (also known as Arkansans For A Drug Free Youth's Y.E.S. Team) to implement a multi-faceted, statewide anti-tobacco media campaign in collaboration with a Little Rock media agency. The CTFA, with support from Americans for Non-Smokers' Rights, continues to provide education and support local efforts to pass anti-tobacco ordinances.

Best Practice Area – Marketing

Through a contract (\$2.4 million per year) with the marketing firm of Cranford, Johnson, Robinson, Woods (CJRW) smoking and second-hand smoke initiatives are reinforced through print, radio, TV media, partnerships, and by sponsoring local events around the state. This included distributing materials to schools ("school kits"), libraries ("Library Program Kits"), and clubs ("speaker kits") to facilitate education; sponsoring drama, coloring, and essay contests that received media attention; and partnering with local sports teams, museums, festivals, concerts, and amusement parks. In June 2004, a redesigned Stamp Out Smoking (SOS) website was re-launched that includes youth-oriented information and activities, such as tobacco fact sheets, trivia quizzes, coloring sheets, a tell-your-story section, videos and an ad gallery. It also has information for parents, community partners and medical professionals and is available in Spanish.

Best Practice Area – Cessation

A free Quitline (1-866-NOW-QUIT) was established in January 2003 and was operated by Mayo Management Services Inc. (MMSI) until June 2005. The University of Arkansas Medical Sciences (UAMS), College of Public Health (COPH) took over the operation in July 2005. The Quitline provides science-based cessation counseling and pharmaceutical interventions. In 2004 over 2,300 Arkansans received services.

A cessation network was established in 2003 and was operated by Arkansas Foundation for Medical Care until June 2005. The UAMS, COPH took over the operation in July 2005. This network links hospitals, medical provider offices, volunteer organizations, doctors, nurses and office staff to coordinated delivery of science-based cessation advice and counseling and proven pharmacological interventions.

Best Practice Area – Chronic Disease Programs

The Arkansas Cancer Coalition received funding to support the UAMS Smoke-Free Task Force's efforts to implement a smoke free campus policy at the University of Arkansas Medical School beginning July 4, 2004. The Task Force program was a multi-component program that included staff smoking cessation services and adherence training; and the Cancer Coalition's grant helped support non-smoking signage and a paging system to allow visitors to smoke off campus.

Best Practice Area – Surveillance & Evaluation

The Gallup Organization provided ongoing evaluations of program activities from October 2001 until June 2005.

These Best Practice Areas are consistent with CDC's recommended best practices for state programs to reduce the use of tobacco products and are based on evidence of effectiveness. While these Best Practice Areas have different individual goals, they all have one overarching goal in common: to reduce the use of tobacco products among all Arkansans. As CDC has noted in its recent (May 2005) publication of *Key Outcome Indicators for Evaluating Comprehensive Tobacco Control Programs*, this overall goal really consists of three primary sub-goal areas for reducing tobacco use, including:

- 1) Preventing initiating of tobacco use among young people;
- 2) Eliminating nonsmokers; exposure to secondhand smoke; and
- 3) Promoting quitting among adults and young people.

Each of these Best Practice Areas can be thought of impacting across several sub-goal areas rather than merely being limited to a single sub-goal. For example, the cessation program component not only can be expected to promote quitting among adults and young people, but by reducing the number of smokers, it can be expected to prevent some initiation of tobacco use among young people by reducing the smoking role models (e.g., parents and other adults in the lives of youth) and to reduce nonsmokers' exposure to secondhand smoke. The challenge for any evaluation is thus three-fold, representing the following

three different foci of a comprehensive evaluation:

- 1) To evaluate long-term outcomes related to smoking rates in Arkansas, resulting from interaction of all program components;
- 2) To capture and describe outcomes related to individual program components which will be short-term and intermediate-term in nature; and
- 3) To also describe individual, supplemental grant/contract outcomes which will be short-term and intermediate-term in nature.

1.3 Overview of DHHS Organization and Operations

DHHS is the largest State agency in Arkansas with approximately 10,000 employees. Act 348 of 1985 allowed DHHS to create a unified, comprehensive delivery system to improve the accessibility, availability, quality, and accountability of services delivered or purchased by DHHS and to improve the administration and management of resources available to DHHS.

Division of Health is one of sixteen Divisions and Offices that comprise DHHS.

The Divisions provide services to the people of Arkansas and the Offices provide necessary support to the Divisions and the Department.

1.4 Scope of Service

The ADHHS, DOH, CHA, CDB, TPCB, and Lifestages Branch – Nutrition & Physical Activity Section seeks a contractor to partner with their staff and management in leading a comprehensive and integrative approach to the evaluation and capacity building efforts of the CDB, TCB and Lifestages Branch – Nutrition & Physical Activity Section in an efficient, coordinated, and integrated manner.

The evaluation contractor will be charged with reviewing and incorporating existing evaluations, collecting and/or analyzing relevant data, assessing impact of programmatic activity, monitoring and analyzing changes in policy and environmental conditions, providing technical assistance to the state-level staff and local partners and producing reports and publications. The evaluation contractor will assist and guide state programs, stakeholders, and community partners in interpretation and use of the evaluation data and results for continuous quality improvement and other purposes.

The contractor will adhere to CDC's recommended framework for program evaluation. CDC describes evaluation as, "the systematic collection of information about the activities, characteristics, and outcomes of programs to make judgments about the program, improve program effectiveness, and/or informed decisions about future program development."

The following Sections describe the specific scope of services for this RFP.

The contractor will develop a time-sequenced plan with measurable goals for the evaluation of the overall implementation and impact of the CDB, TPCB and Lifestages Branch – Nutrition & Physical Activity Section to:

1. Review all existing grants, work plans, evaluation documents, recent reports and state plans and conduct interviews to gain an understanding of the programs;
2. Evaluate and identify gaps in the relationship of each Branch's purpose to the overall chronic disease prevention effort in Arkansas;
3. Assess how well the programs are fulfilling the mission of the DOH;
4. Assess the program's progress toward meeting the Healthy People 2010 objectives;
5. Assess all key outcome indicators for CDB and its Sections, TPCB its component program, and Lifestages Branch – Nutrition & Physical Activity Section;
6. Assess the programs strengths, weaknesses, barriers and gaps in fulfilling the respective funding agencies' requirements;
7. Assess strengths, weaknesses, commitment and member representation of all CDB, TPCB and Lifestages Branch – Nutrition & Physical Activity Section's boards, committees, councils, and workgroups;
8. Assess economic effectiveness of programs, e.g., cost per life-year saved, quality-adjusted life years,

tobacco cessation treatment, and make recommendation on program guidelines for screening and treatment;

9. Develop an ongoing evaluation process for both Branch's, Sections &/or component programs;
10. Recommend improvements or alternative methods for accomplishing the mission/vision of the programs;
11. Collaborate with other organizations that may be evaluating other health-related prevention programs or initiatives in the state, such as RAND (contract evaluator for the Arkansas Master Tobacco Settlement Commission), Arkansas Center for Health Improvement, and the University of Arkansas for Medical Sciences, College of Public Health;
12. Develop logic models to characterize the CDB and its Sections, TPCB and Lifestages Branch – Nutrition & Physical Activity Section. The contractor will adapt the CDC supplied logic models to Arkansas comprehensive tobacco control program to meet its particular needs in consideration of its stage of development.
13. Develop short-term and intermediate outcomes for the CDB and its Sections & TPCB and its component programs and Lifestages Branch – Nutrition & Physical Activity Section;
14. Plan for regular communication between the contractor and the programs to provide feedback/results, and a scientific basis for program decision making;
15. Identify surveillance and data collection/analysis tools and methods to measure indicators and/or progress;
16. Utilize available data sets where possible, to include but not limited to:
 - Youth Risk Behavior survey (YRBS)
 - Arkansas Adult Tobacco Survey (AATS)
 - Pregnancy Risk Monitoring System (PRAMS)
 - Arkansas Central Cancer Registry
 - Arkansas Mortality Statistics
 - Arkansas Subset of data obtained for the Current Population Survey (CPS)
 - Behavior Risk Factor Surveillance Survey (BRFSS)
 - Arkansas Youth Tobacco Survey (AYTS)
 - Hospital Discharge Data
 - Arkansas Birth Certificate Data
17. Assist local coalitions with county specific evaluation data;
18. Provide reports of evaluation findings at county, regional and state level;
19. Provide detailed quarterly progress reports for the CDB and its Sections, TPCB and Lifestages Branch – Nutrition & Physical Activity Section;
20. Provide annual comprehensive summary reports for the CDB, TPCB and Lifestages Branch – Nutrition & Physical Activity Section;
21. Provide special reports as requested, e.g., reports for the State Legislature;
22. Provide technical assistance training, and feedback to staff and contractors, as requested, on evaluation methods, processes, and quality improvement;
23. Make presentations at national conferences and for DHHS, DOH administration and the Arkansas State Legislature;
24. Assist the programs in implementing recommendations after the evaluation is completed.

Examples of general contract deliverables include the following:

1. The development process for all required state and local-level monitoring and evaluation plans and reports should be well coordinated by the contractor. The contractor shall use all available opportunities for leveraging similar work or tools in the production of each deliverable. The contractor will collaborate with other parts of state government as requested by the DOH, such as, but not limited to, the University of Arkansas for Medical Science, College of Public Health, Arkansas Center for Health Improvement and Arkansas Master Tobacco Settlement Commission.
2. The contractor shall be required to undertake an inclusive, consultative process in the preparation of each report. This process shall include initial consultation with appropriate DOH staff leaders, an agreed upon project implementation plan for the deliverable, including timeline, an opportunity for staff review and comment on draft report(s), and submission of final product(s) within the required time frame.
3. All information, data, reports and materials created as a result of this contract are the exclusive property of the DOH. Contractor shall be legally required to obtain written permission from the appropriate DOH official prior to any sharing, presenting, or publishing of data or evaluation results obtained from work performed under this contract. Final authority to approve and release reports must be obtained from an appropriate DOH official.
4. All information, data, reports and materials created as a result of this contract must be supplied *electronically and in hard copy* to the DOH. Reports must be written in MS Word format.

5. All completed data collection instruments and blank copies of each data collection instrument must be supplied in hard copy and on disk. This includes but is not limited to the following:
 - a. Documentation associated with qualitative evaluation activities (data from focus group sessions, notes from interviews and other related work)
 - b. Quarterly progress reports to detail progress in achieving the scope of work requirements
6. The Contractor shall be required to possess and be functional in SAS and SUDAAN software or the equivalent. Analyses are to be conducted in SAS with SUDAAN callable procedures where needed to get statistically accurate weights for multistage sample data.
7. All statistical presentations will meet standards for public health practice and should include a presentation of sample size, point estimates and 95% confidence intervals. When associations are to be examined, standard public health measures of association such as odds ratios, risk ratios, as well as the 5% p -values for means and proportions should be supplied. Reports of statistical significance and other measures of variation without quantitative estimate of the measure of association are not acceptable unless agreed upon with DOH staff in advance.
8. The contractor must be able to respond to requests for ad hoc data analysis, data runs or information extraction in order to help the DOH prepare legislative reports, or respond to other unplanned or unforeseen requests for data and information that are important for the continuing operation of the programs.

Within 3 months of commencement of contract the contractor will provide:

- a. An annual plan for the dissemination, analysis, and utilization of evaluation data and results by stakeholder groups
- b. A design for a management and monitoring system that keeps the CDB & TPCB and its component programs, Lifestages Branch-Nutrition & Physical Activity Section apprised of all evaluation activities and the status of evaluation personnel and subcontractors

Every 90 days:

A 90-day Work Plan update for all ongoing evaluation surveys, reports, and technical assistance

Within 6 months of commencement of contract the contractor will:

- a) Review previous reports and studies and provide written recommendations for future applicable indicators and program component evaluations. Include recommendations for the overall design of the evaluation model and the approach to be employed, along with recommendations for data systems that need to be in place to track and measure the work conducted by CDB and its Sections & TPCB its component programs, and Lifestages Branch-Nutrition & Physical Activity Section
- b) Report conveying specific performance measures for the continued monitoring of performance and impact of the CDB and its Sections & TPCB and its component programs, and Lifestages Branch-Nutrition & Physical Activity Section.
- c) Develop a plan for presenting to stakeholders, advisory groups and others throughout the contract year, as called for in the Scope of Services

Within 9 months of commencement of contract the contractor will develop:

- a) Logic models for the CDB and its Sections, Lifestages Branch-Nutrition & Physical Activity Section and TPCB and its component programs. Additional program component logic models will be required from time to time and as priority areas are revised.
- b) Continuous quality improvement plan for CDB, TPCB and Lifestages Branch-Nutrition & Physical Activity Section.

Annual Evaluation Reports

- a) The following reports are to be completed on an annual basis and submitted to CDB, TPCB and Lifestages Branch-Nutrition & Physical Activity Section within six weeks of the end of each contract year. The contractor will incorporate evaluative information from each discrete evaluation project undertaken by CDB and its Sections & TPCB and its component programs or its contractors and Lifestages Branch-Nutrition & Physical Activity Section, as well as data from epidemiological and surveillance systems, in each report, as appropriate.

The annual evaluation report will compare CDB and its Sections, TPCB and its component programs and Lifestages Branch-Nutrition & Physical Activity Section against trends over time, and in relation to other states and the nation. The report should include the results of tracking and surveillance that will inform the programs of progress made toward achieving goals and recommendations for program changes or improvements

- b) The annual Program Component Evaluation Summaries report provides evaluations of all program components for each of the CDB Sections, TPCB and Lifestages Branch-Nutrition & Physical Activity Section. This report identifies successful program strategies and overall impact of the programs in relation to its intended goals.
- c) Provide at a minimum one technical report focused on the professional community as its target audience, summarizing the results of evaluation surveys. These reports must include enough technical information to permit critical evaluation by professional research scientists.
- d) To evaluate special programs, the contractor will conduct evaluation studies to measure the effect of program implementation. The contractor will provide a minimum of one technical report summarizing the results of each of the evaluation studies. An individual report will be compiled within 2-months of the completion of each survey or other data-gathering project. These reports will be written at a literacy level appropriate for the general public.

1.5 Contract Duration

Work will be done within the constraints of a professional service contract with a proposed effective period of January 1, 2007 through June 30, 2007.

The contract may be extended for up to 6 ½ additional years, contingent upon approval by the Division/Office, review by the legislature, approval by the Arkansas Department of Finance and Administration (DFA), appropriation of necessary funding, and all necessary federal reviews and approvals.

SECTIONS 2

RFP SCHEDULE OF EVENTS

2.1 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	September 19, 2006
Due date for letters of intent to propose	September 25, 2006
Due date for written questions	September 27, 2006
Due date for answers to questions	September 29, 2006
Closing date and time for receipt of proposals	October 10, 2006
Date for opening of proposals	October 11, 2006 @ 10:00 A.M.
Completion of proposal evaluation and contract selection	October 25, 2006
Anticipation of Award letter mailed	October 27, 2006
Contract start (Subject to State approval)	January 1, 2007

SECTIONS 3

GENERAL REQUIREMENTS AND INFORMATION

3.1 Issuing Officer

This RFP is issued by the State of Arkansas (the State), Department of Health and Human Services (DHHS), Division of Health, Center for Health Advancement _____ (hereinafter referred to as the Division/Office)

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 state staff about this or a related procurement to the RFP Issuing Officer. All questions and requests for clarification should be addressed to the following Issuing Officer:

Lynda Lehing
Interim Associate Branch Chief
DHHS-DOH, Center for Health Advancement, CDB & TPCB
P. O. Box 1437, Slot H-3, Little Rock, AR 72203
Phone # (501) 661-2231 FAX # (501) 280-4040
Lynda.Lehing@arkansas.gov

3.1.1 Letter of Intent to Propose

Respondents that intend to submit a proposal in response to this RFP should submit a letter of intent to the Issuing Officer identified in RFP Sections 3.1. The Issuing Officer must receive the letter of intent no later than the date indicated in **Sections 2.1**. The Issuing Officer will accept a copy of the letter of intent sent by FAX or e-mail, but the respondent shall also ensure the Issuing Officer receives the original signed letter within three days of the FAX or e-mail.

The Issuing Officer will send subsequent mailings related to this RFP, including answers to questions and any amendments to the RFP, only to respondents that submitted timely letters of intent.

3.2 Questions

Respondents with questions about the RFP shall submit their questions in writing by close of business on the date specified in Sections 2.1. Respondents shall submit their written questions to the Issuing Officer identified in Sections 3.1. Respondents may submit their questions by FAX or 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 FAX or e-mail submissions from respondents. Questions received after the due date and time will not be answered.

The Issuing Officer will, by the date specified in Sections 2.1, for all written questions received by the due date, distribute written responses to all those who have submitted Letters of Intent and post written responses on the internet.

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

3.3 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 shall contain 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. The Technical Proposal shall not contain cost or price information for any part of the project. The entire proposal will be disqualified from further consideration if the respondent fails to meet these requirements. Sections 4 provides content requirements for the Technical and Cost Proposals.**

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.

3.4 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. All costs associated with any oral presentations to the State will be the responsibility of the respondent and shall not be paid for or reimbursed by the State. 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.

3.5 Opening of Proposals

The Division/Office will publicly open proposals that meet the mandatory requirements on the date identified in **Sections 2.1**. 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.

3.6 Acceptance of Proposals

All proposals properly submitted in accordance with the above rules shall be accepted by the Division/Office. However, the Division/Office 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.

3.7 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.

3.8 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 Department 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 DHHS, 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.

3.9 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.

3.10 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 the Division/Office.

Respondents shall certify that they have all the necessary resources to complete the work described in the RFP Scope of Service Sections. Only the subcontractors approved by the Division/Office 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.

3.11 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.

3.12 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.

3.13 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.

3.14 RFP Amendments

The Division/Office reserves the right to amend the RFP prior to opening of the proposal. Prior to the due date for proposals, amendments, addenda and clarifications will be sent to all those who have submitted Letters of Intent and posted on the internet.

After that date, amendments, addenda, and clarification will be sent only to vendors who submitted acceptable proposals.

3.15 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 the Division/Office, signed by the respondent.

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

3.16 Respondent's Contact Person

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

3.17 Anticipation of Award

Upon successful completion of a request for proposals, and selection of a vendor, the division shall send an "Anticipation to Award" letter to the selected entity. The award notification period shall be **fourteen 24-hour periods** prior to actual award. The actual contract is subject to, and will not be effective until after, legislative review and DFA approval, if applicable, per Arkansas statute.

3.18 Awarding of Contract

The Division/Office 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 DHHS 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.

3.19 Notification

Upon completion of the proposal evaluations, DHHS will send to all respondents whose proposals were evaluated a notice of final selection. The notice will be sent by certified mail.

DHHS may decline to enter into a contract as a result of this RFP. If a contract is awarded, it shall be awarded to the respondent whose proposal is determined to be most advantageous to the State based on the selection criteria, not necessarily the lowest price. The contract is subject to state approval processes and is not in force until that process is complete.

3.20 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 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 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.

3.21 Restriction on Communications with State Staff

Although communications regarding protests re 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.

3.22 Equal Employment Opportunity Policy

In compliance with **Act 2157 of 2005**, for all contracts exceeding \$25,000.00, the Office of State Procurement (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 or in electronic format to DHHS at the following e-mail address: *(the DHHS contact's e-mail address inserted here.)* DHHS 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.

SECTIONS 4

PROPOSAL REQUIREMENTS

4.1 General Proposal Requirements

Proposal shall include **one original and 5 copies** responsive to the terms of the RFP. In addition, the respondent shall include a diskette in Microsoft readable format with the original and each copy of the proposal. The proposal shall be received by the Division/Office by the date and time identified in Sections **2.1. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.** The envelope or package must be clearly labeled with the name and number of the RFP as indicated on the cover page of this RFP.

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

A complete proposal shall contain 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. The Technical Proposal shall not contain cost or price information for any part of the project. The entire proposal will be disqualified from further consideration if the respondent fails to meet these requirements.** RFP **Sections 4.2** provides content requirements for the **Technical Proposal**. RFP **Sections 4.3** provides content requirement for the **Cost Proposal**.

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

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

Proposals may be hand delivered to:

DHHS-Division of Health
4815 West Markham Street, Room B300
Little Rock
Arkansas

OR mailed to:

DHHS-Division of Health
P. O. Box 1437, Slot H-3
Little Rock
AR 72203-1437

4.2 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 **Sections 1.4** (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. Respondent's Background, Experience, and Qualifications
6. Technical Approach and Solutions to Scope of Service.
7. Executive Summary
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.

4.2.1 Cover Sheet

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

4.2.2 Table of Contents

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

4.2.3 Statement of Acknowledgement

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

- Name, address, phone number, FAX number, and tax identification number of the respondent;
- Indication if the respondent is a state government, local government, for profit agency, or not for profit agency;
- 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);
- Indication if the respondent is a corporation, partnership, sole proprietor, or individual;
- 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;

- Indication if the organization has previously contracted with DHHS;
- 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 DHHS program or been convicted of Medicare or Medicaid fraud;
- Statement indicating whether or not the organization intends to offer services through a subcontractor (if "Yes", additional information is required);
- Statement certifying that the completed proposal includes an original, a diskette, and the required number of copies of the proposal in the required format and containing all required information;
- Statement that neither cost nor pricing data are included in the Technical Proposal;
- 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;
- Statement certifying that the respondent is an **Arkansas 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 an **Arkansas 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.)
- Statement certifying the respondent does not discriminate in its employment practices with regard to race, color, religion, age, sex, national origin, or handicap;
- 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;
- Statement authorizing DHHS or its agents to verify the financial information requested in the RFP;
- 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;
- Statement committing the respondent to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract;
- 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;
- 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. **THE RESPONDENT SHALL NOT STATE THE PRICE FIGURES IN THE STATEMENT OF ACKNOWLEDGEMENT.**
- If services are to be provided by subcontractors, statements from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating:
 - The scope of work to be performed by the subcontractor;
 - The subcontractor's willingness to perform the work indicated;
 - 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;

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 Sections 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.

4.2.4 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.

4.25 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 **Sections 1.4** (Scope of Service), and **Attachment D** (Performance Based Contracting). See **Sections 5.2** for the specific criteria to be considered for this RFP.

4.2.6 Respondent's Background, Experience, and Qualifications

4.2.6.1 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

4.2.6.2 Experience

Respondents shall submit a minimum of three letters of recommendation from three different sources or give an explanation as to why three are not submitted. If subcontractors are proposed, three letters of recommendation should also be submitted for each subcontractor. DHHS 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 months prior to the proposal submission date;
- They shall not be from current DHHS 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.

4.2.6.3 Qualifications

Minimum Qualifications:

The respondent shall have national experience in evaluating, planning and providing technical assistance to publicly-funded public health programs and will have demonstrated experience in developing systematic, verifiable studies and reports using scientifically accepted principles of study and analysis.

The respondent must be a corporation, professional association, or Limited Liability Corporation. Proposals submitted by respondents who are not currently incorporated as a corporation, professional association, or limited liability corporation will be considered for review, but the proposal must state the respondents' plan to become a corporation, professional association, or limited corporation. Business entity status must be attained prior to execution of the contract.

The respondent must have a demonstrated ability to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

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 Respondent's understanding of the impact of public health initiatives in improving the health and healthcare of a population and assessment capability of such programs;
- Qualifications and expertise of key organization staff to be assigned to the project including expertise in epidemiology, health services research, survey design, and case study methodology.
- Respondent's ability and experience in analyzing public health primary and secondary program data including qualitative and quantitative analysis;
- Demonstrated ability and experience in working with diverse governmental or private agencies in carrying out evaluation activities and communicating finding including state specific and state results in a national context;
- 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)

4.2.7 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 DHHS.

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 pages. The RFP cross-reference pages are not included in this number.

4.2.8 Project Organization and Staffing

The Respondent must propose qualified staff at a level sufficient for completing the proposed Scope of Work. The staff must exhibit expertise in appropriate areas. The number and qualifications of the staff proposed must be included.

Resumes for the proposed lead personnel must be submitted. These individuals must be current employees or subcontracted employees of the respondent.

Resumes should be limited to five (5) pages or less, and should include the following:

- A summary of experience which documents the specific skills and expertise that uniquely qualifies the individual for that position;
- Licensure and credential information, including education;
- Length of employment with your firm;
- A detailed description of assignments and responsibilities that have relevance to the scope of work as described in this RFP;
- Other information the respondent believes pertinent to the background of the named individual.

If the respondent intends to utilize subcontractor(s) or consultant(s), the proposal shall so state and shall include letters of agreement, contracts or other forms of commitment, which demonstrate the subcontractor's willingness to undertake their portion of the proposed project. All information required of the respondent shall be provided for subcontractors or consultants to be utilized. If not using subcontractors, a statement attesting to that fact must be attached.

If the respondent intends to hire staff to provide the proposed services, the proposal must state the plan for recruitment and hiring of staff, and the qualifications and credentials that will be required of these staff. The respondent must state when staff will be available to provide services.

4.2.9 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 DHHS, respond to requests by DHHS, and interact and coordinate with other involved parties.

4.2.10 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 year 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

4.3 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.

The Cost Proposal shall contain the items identified below.

4.3.1 Independent Price Determination

The Cost Proposal shall contain a statement of independent price determination as described in **Sections 3.12.**

4.3.2 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.

4.3.3 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 and the total price by year for the life of the contract as specified in Sections 1.5. 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:

A negotiated rate and in accordance with DHHS Financial Guidelines for Purchased Services. The estimated total maximum hours for a 6 month period is 2,050 hours with a minimum of 20 hours per month.

Contractor will not receive any other payment.

4.3.4 IRS Form W-9

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

4.4 Mandatory Requirements

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

4.4.1 Proposal must be received by time and date specified in **Sections 2.1.**

4.4.2 Proposal must be submitted in the manner specified in **Sections 4.1.**

4.4.3 Statement of Acknowledgement must be completed and signed by individual authorized to legally bind the respondent, as specified in **Sections 4.2.3.**

4.4.4 Technical proposal must address the criteria specified in **Sections 5.2.**

SECTIONS 5

EVALUATION AND CONTRACT SELECTION

5.1 Proposal Evaluation Process

The proposals will be evaluated in phases.

5.1.1 Evaluation of Mandatory Requirements

Following the public opening of proposals, the Division/Office 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 **Sections 4.4**. 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 reject any and all proposals.

5.1.2. Evaluation of the Technical Proposals

The second phase is an evaluation of the Technical Proposals. The Division/Office shall appoint an evaluation team of at least five highly qualified members to evaluate the merit of the proposals. 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. The Division/Office 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, any Technical Proposal deemed incomplete or in which there are significant inconsistencies or inaccuracies may be deemed non-responsive and may be rejected by the Division/Office. The State reserves the right to reject any and all proposals.

5.1.3 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 **Sections 4.3**;
- 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:

$$\frac{\text{Lowest proposed cost for evaluation}}{\text{Proposed cost for evaluation being evaluated}} \times \text{maximum cost points} = \text{SCORE of Cost Proposal being evaluated}$$

5.1.4 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.

5.2 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
Background/Experience/Qualifications (See Sections 4.2.6.1, 4.2.6.2, and 4.2.6.3)	250
Project Organization & Staffing (See Sections 4.2.8)	150
Approach to Scope of Work (See Sections 1.4)	250
Project Management (See Sections 4.2.9)	250
SUBTOTAL POINTS FOR TECHNICAL	900
Respondent's Cost Proposal for performance of work requested. The lowest computed price proposal will be awarded maximum value. The value of other proposals will be awarded on a basis proportionate to the lowest cost proposal POINTS FOR COST	100
Total Possible Points	1000

5.3 Contract Award Process

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

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

ATTACHMENT A
PROFESSIONAL SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Health and Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas. Any legal proceedings against the Department shall be brought in the State of Arkansas' administrative or judicial forums and the rights and remedies of the parties hereunder shall be determined in accordance with such laws. Venue for all legal proceedings shall be in Pulaski County, Arkansas. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

Payments will be made after services performed based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required <u>OR</u> Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

***Reimbursement Method:** (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement

****Payment Limitations:** (Select from the following) Quarterly Cumulative; Monthly Cumulative; None

*****Matching Requirements:** The Contractor certifies the funds, property, goods, or services listed in this Sections will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions Property, goods, or services have been donated by a non-federal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

For contracts for which the donor is a state agency, it is understood that, in accordance with Arkansas Statutes Annotated 13.339 (E), such donations are subject to availability of appropriated funds which may lawfully be used for this purpose.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Term of the Contract

The Department shall notify the contractor at least thirty (30) days prior to the end of the contract period or extension thereof if the State intends to amend to extend the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

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

- Stop work under the contract on the date and to the extent specified in the Notice of Termination,

- Place no further orders or enter in any additional subcontracts for services,
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,
- With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this Sections.

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

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Sub-Contractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.

- The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

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

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor shall notify the Division Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Division Director's instructions.

Confidentiality of Information

In connection with this Contract, each party hereto will receive certain confidential information relating to the other party. For purposes of this Contract, any information furnished or made available to one party relating to the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers, including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information".

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

The Contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information to the extent that confidential treatment is provided under State and Federal law, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations and securing of its rights hereunder. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefor.

Public Disclosure

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

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the

contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

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

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in “Arkansas Department of Health and Human Services Audit Guidelines”. Copies may be obtained from:

Arkansas Department of Health and Human Services
Office of Chief Counsel Audit Sections
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney’s fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor’s performance or lack of performance.

Assignments

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

Waiver

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

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and

the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

Contract Variations

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

Attorney's Fees

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

Liability

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

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

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

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

The Contractor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements, in accordance with State of Arkansas technology policy standards, relating to accessibility by persons with visual impairments.

Accordingly, the Contractor represents and warrants to the Department of Human Services that the technology provided to the Department of Human Services for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and (3) after being made accessible, it can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the Contractor must provide a detailed plan for making the purchase accessible and/or a validation of concept demonstration.

Criminal History Check/Central Registry Check

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for

the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all manuals and other official issuances of the Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention: _____
(name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

(address)

Attention: _____
(name of Department contact person)

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, Sections 319 (Sections 1352 of Title 31 U.S.C.) for an award in

excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

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

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

Attachment B
STATEMENT OF ACKNOWLEDGEMENT

NAME OF ORGANIZATION			
ADDRESS		Phone #	
		FAX #	
TAXPAYER IDENTIFICATION / SOCIAL SECURITY NUMBER:			
<input type="checkbox"/> MINORITY VENDDR	<input type="checkbox"/> STATE AG'CY	<input type="checkbox"/> LOCAL GOV'T	<input type="checkbox"/> FOR PROFIT
		<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> CORPORATION, LLC, or PA
			<input type="checkbox"/> FILED FOR INCORPORATION, LLC, or PA

PERSON AUTHORIZED BY ORGANIZATION TO CONTRACTUALLY OBLIGATE THE ORGANIZATION:

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

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

NAME:		ADDRESS:	
OFFICIAL TITLE:			

Does this proposal contain confidential information? If "Yes", explain on an attachment to this Statement. YES NO

Have you previously been a provider for the Department of Human Services?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you been terminated from a DHHS program or convicted of Medicare / Medicaid fraud?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you intend to offer any services through a subcontractor?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<ul style="list-style-type: none"> If so, indicate in the space provided the percentages of work that will be done by the primary contractor and the subcontractors? 		
<ul style="list-style-type: none"> If so, have you attached the required statements from the subcontractors? 	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you included the original and copies of the proposal, in the required format and number?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you refrained from including pricing information in the Technical Proposal?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you read and understood, and do you agree to comply with, the requirements of the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that you do not and will not discriminate in employment practices?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Does the person signing certify that he/she is responsible for making decisions for the organization relevant to this RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you authorize DHHS to verify financial information requested by the RFP?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you certify that no attempt has been made to persuade others to or not to submit proposals?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Do you commit to adhering to an established accounting systems and financial controls?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Have you received any amendments to this RFP? YES <input type="checkbox"/> NO <input type="checkbox"/> If "YES", how many?		

CERTIFICATION

By signature of this form and submission of a proposal in response to this RFP, the respondent acknowledges that the above certifications are true and accurate.

SIGNATURE BY OFFICER OF ORGANIZATION
Authorized to Contractually Obligate

TITLE

DATE

**ATTACHMENT C
STATE OF ARKANSAS
PROFESSIONAL/CONSULTANT SERVICES CONTRACT**

CONTRACT #		FEDERAL I.D. #	
VENDOR #		MINORITY VENDOR	YES <input type="checkbox"/> NO <input type="checkbox"/>

1. PROCUREMENT:

Check appropriate box below for the method of procurement for this contract:

ABA Criteria Request for Proposal Competitive Bid Request for Qualifications
 Intergovernmental Emergency
 Sole Source by Justification (Must be attached). Sole Source by Intent to Award
 Sole Source by Law Act # _____ or Statute # _____

2. DATES, PARTIES:

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

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

AGENCY NUMBER/NAME	.
AGENCY NUMBER/NAME	.

CONTRACTOR NAME	
ADDRESS	

3. CALCULATIONS OF COMPENSATION:

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

LEVEL OF PERSONNEL	NUMBER	COMPENSATION RATE	TOTAL FOR LEVEL

Total compensation exclusive of expense reimbursement \$ _____

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

Total reimbursable expense \$ _____

Total compensation inclusive of expense reimbursement \$ _____

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

4. **SOURCE OF FUNDS:**

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

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

Identify the source of funds for the following:

Federal Funds	
Cash Funds	
Trust Funds	
Other Funds	

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

5. **RENDERING OF COMPENSATION:**

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

6. **OBJECTIVES AND SCOPE:**

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

7. **PERFORMANCE STANDARDS:**

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

8. ATTACHMENTS:

List ALL attachments to this contract by attachment number:

9. CERTIFICATION OF CONTRACTOR

A. "I, _____ (Contractor) _____ (Title)

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

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

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

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

NAME	RELATIONSHIP

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

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

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

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

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

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

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

This contract may be extended _____, in accordance with the terms stated in the until _____ Procurement, by written mutual agreement of both parties and subject to: approval of the Arkansas Department of Finance and Administration/Director of Office of State Procurement, appropriation of necessary funding, and review by any necessary state or federal authority.

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

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

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

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

14. **AGENCY COORDINATION:**
The Agency Representative coordinating the work of this contractor will be:

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

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

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 _____ AGENCY DIRECTOR _____ DATE

_____ TITLE _____ TITLE

_____ ADDRESS _____ ADDRESS

APPROVED: _____ DEPARTMENT OF FINANCE AND ADMINISTRATION _____ DATE

Contractor Point of Contact:

_____ Name

_____ Telephone Number

ATTACHMENT D
ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. 19-11-1010 et. seq., the selected contractor shall comply with performance based standards. Following are the performance based standards that will be a part of the contract and with which the contractor must comply for acceptable performance to occur under the contract.

- I. The contract must comply with all statutes, regulations, codes, ordinances, licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance.
- II. The contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance.
- III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable.
- IV. The contract program deliverables and performance indicators to be performed by the contractor are:

(A) Program Deliverable 1:

Develop a time-sequenced plan for the evaluation of the overall implementation and impact of the CDB & TPCB utilizing the Centers for Disease Control and Prevention recommended framework for program evaluation.

Performance Indicator:

- 1. The contractor will develop a logic models that depicts the presumed causal pathways that connect program inputs, activities, and outputs with short-term, intermediate, and long-term outcomes.
- 2. The contractor will identify surveillance and data collection/analysis tools and methods to measure these indicators and/or progress.
- 3. The contractor will develop a plan for communicating between evaluation and program components to provide feedback/results, and a scientific basis for program decision-making.

Acceptable Performance:

The contractor will finalize the plan acceptable to the DOH, Center for Health Advancement, CDB, TPCB and Lifestages Branch-Nutrition & Physical Activity Section staff and management. The contractor will implement the plan within the timeframes established in the plan.

(B) Program Deliverable:

Provide evaluation scientific/technical assistance to the program, its grantees/partners/contractors, and others involved in Arkansas' chronic disease efforts.

Performance Indicator:

- 1. The contractor will collect and communicate to the program staff and management, epidemiological information relevant to chronic diseases, prevention practices, and other scientific areas.
- 2. The contractor will meet regularly with program staff for the purpose of planning, evaluation and assisting with decision-making and periodically with other state officials and partners. Required meetings include planning meetings, regular updates, interim report presentation, and a final debriefing.
- 3. The contractor will provide telephonic, electronic and face-to-face assistance for the above in areas of survey design, data analysis principles, and interpretation of data, as well as providing scientific information about effective chronic disease control strategies.

4. The contractor will provide reports as required by CDB, TPCB and Lifestages Branch-Nutrition & Physical Activity Section and as described in the Scope of Services (see Sections 1.4).

Acceptable Performance:

The contractor will complete all the above performance standards in a time and manner acceptable to the DHHS-DOH CHA CDB, TPCB and Lifestages Branch-Nutrition & Physical Activity Section in order to implement effective program strategies.

REMEDIES FOR UNACCEPTABLE PERFORMANCE

Acceptable performance shall be determined solely at the discretion of the contracting division. One or more of the following remedies may be imposed for unacceptable performance:

1. The contracting division will notify the contractor of unacceptable performance. A meeting between the division and contractor will take place to discuss and develop an informal plan for change.
2. The contracting division will notify the contractor in writing of non-compliance with the program deliverable and performance indicators for that program deliverable. Within ten working days of notification of non-compliance, contractor must submit and implement a corrective action plan that is acceptable to the contracting division or its designee. Pending submission and implementation of an acceptable corrective action plan, payment may be reduced or withheld as determined by the contracting division.
3. Payment may be withheld or reduced as determined by the contracting division
4. The contract may be terminated.

These remedies are in addition to all others available at law or equity.

PRICING SCHEDULE

PRICING SCHEDULE A

The rate of reimbursement for services described in Section 1.4, Scope of Services, is _____ per hour.

Maximum contract liability will be based on the needs of the Programs, and will be at the sole discretion of DHHS. Payment will be made after services are rendered. No payment will be made prior to the delivery of services.

The proposed price shall include the services and requirements described in this RFP. The price included in the proposal will be the price for the period of the initial award as specified in Section 1.5. 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:

The Contractor will bill for services rendered by an itemized monthly billing on company letterhead. Billing is to be submitted to the DHHS, DOH, P. O. Box 1437, Slot H-3, Little Rock, AR 72203-1437.

PRICING SCHEDULE B

PRICE SUMMARY BY YEAR

	FY 07 January 1, 2007 to June 30, 2007	FY 08 July 1, 2007 to June 30, 2008	FY 09 July 1, 2008 to June 30, 2009	% of Total
Project Planning, Development, Implementation & Monitoring				
Planning Task	_____	_____	_____	_____
Development Task	_____	_____	_____	_____
Analyzing/Interpretation Task	_____	_____	_____	_____
Reporting Task	_____	_____	_____	_____
Technical Assistance Task	_____	_____	_____	_____
Monitoring Task	_____	_____	_____	_____

THE PRICING PROPOSAL SHALL SIGN THIS DOCUMENT. THE OFFICIAL SHALL ENTER THEIR TITLE AND DATE OF SIGNATURE.

SIGNATURE TITLE DATE

PRICING SCHEDULE C

**Project Planning, Development, Implementation and Monitoring
All Tasks, FY 07**

Price Components			Costs
1.	Salaries & Benefits	#	
		FTE	
		Avg.	
		rate/hr	
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other _____	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule C page 2

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SIGNATURE	TITLE	DATE
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PRICING SCHEDULE C-1

PLANNING TASK – FY 07

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other _____	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule C-1 page 2

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SIGNATURE

TITLE

DATE

PRICING SCHEDULE C-2

DEVELOPMENT TASK – FY 07

Price Components			Costs
1.	Salaries & Benefits	# FTE Avg. rate/hr	
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other _____	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule C-2 Page 2

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TITLE

DATE

PRICING SCHEDULE C-3

ANALYZING/INTERPRETATION TASK – FY 07

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	_____
			\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule C-3 page 2

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TITLE

DATE

PRICING SCHEDULE C-4

REPORTING TASK – FY 07

Price Components			Costs	
1.	Salaries & Benefits	# FTE	Avg. rate/hr	
	1a Project Managers	_____	_____	_____
	1b Administrators	_____	_____	_____
	1c Methodologist	_____	_____	_____
	1d System Engineer	_____	_____	_____
	1e Programmers	_____	_____	_____
	1f Data Managers	_____	_____	_____
	1g Supervisors	_____	_____	_____
	1h Clerical/Support	_____	_____	_____
	1i Other Professional	_____	_____	_____
	1j Other	_____	_____	_____
	1k TOTAL	_____	_____	\$ _____
2.	Office Space			_____
3.	Utilities			_____
4.	Telephone			_____
5.	Furniture, Office Machines & Other Equipment			_____
6.	Computer Resources			_____
7.	Postage			_____
8.	Travel			_____
9.	Consultants			_____
10.	Sub Contractors			_____
11.	Other (itemize)			_____
	11a _____			_____
	11b _____			_____
12.	Subtotal (sum of lines 1k through 11b)			\$ _____
13.	Overhead Percentage _____			\$ _____
14.	Profit Percentage _____			\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)			\$ _____

Pricing Schedule C-4 page 2

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TITLE

DATE

PRICING SCHEDULE C-5

TECHNICAL ASSISTANCE TASK – FY 07

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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SIGNATURE TITLE DATE

PRICING SCHEDULE C-6

MONITORING TASK – FY 07

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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SIGNATURE TITLE DATE

PRICING SCHEDULE D

**Project Planning, Development, Implementation and Monitoring
All Tasks, FY 08**

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule D page 2

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SIGNATURE	TITLE	DATE
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PRICING SCHEDULE D-1

PLANNING TASK - FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule D-1 page 2

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SIGNATURE

TITLE

DATE

PRICING SCHEDULE D-2

DEVELOPMENT TASK – FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule D-2 page 2

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SIGNATURE

TITLE

DATE

PRICING SCHEDULE D-3

ANALYZING/INTERPRETATION TASK – FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule D-3 page 2

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SIGNATURE	TITLE	DATE
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PRICING SCHEDULE D-4

REPORTING TASK – FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule D-4 page 2

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PRICING SCHEDULE D-5

TECHNICAL ASSISTANCE TASK – FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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PRICING SCHEDULE D-6

MONITORING TASK – FY 08

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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PRICING SCHEDULE E

**Project Planning, Development, Implementation and Monitoring
All Tasks, FY 09**

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule E page 2

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PRICING SCHEDULE E-1

PLANNING TASK - FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule E-1 page 2

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PRICING SCHEDULE E-2

DEVELOPMENT TASK – FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineers	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule E-2 page 2

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PRICING SCHEDULE E-3

ANALYZING/INTERPRETATION TASK – FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule E-3 page 2

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PRICING SCHEDULE E-4

REPORTING TASK – FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
12.	Subtotal (sum of lines 1k through 11b)		\$ _____
13.	Overhead Percentage _____		\$ _____
14.	Profit Percentage _____		\$ _____
15.	TOTAL PRICE (sum of lines 12, 13, & 14)		\$ _____

Pricing Schedule E-4 page 2

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PRICING SCHEDULE E-5

TECHNICAL ASSISTANCE TASK – FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other _____	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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PRICING SCHEDULE E-6

MONITORING TASK – FY 09

Price Components			Costs
1.	Salaries & Benefits	# FTE	Avg. rate/hr
	1a Project Managers	_____	_____
	1b Administrators	_____	_____
	1c Methodologist	_____	_____
	1d System Engineer	_____	_____
	1e Programmers	_____	_____
	1f Data Managers	_____	_____
	1g Supervisors	_____	_____
	1h Clerical/Support	_____	_____
	1i Other Professional	_____	_____
	1j Other _____	_____	_____
	1k TOTAL	_____	\$ _____
2.	Office Space		_____
3.	Utilities		_____
4.	Telephone		_____
5.	Furniture, Office Machines & Other Equipment		_____
6.	Computer Resources		_____
7.	Postage		_____
8.	Travel		_____
9.	Consultants		_____
10.	Sub Contractors		_____
11.	Other (itemize)		_____
	11a _____		_____
	11b _____		_____
11.	Subtotal (sum of lines 1k through 11b)		\$ _____
12.	Overhead Percentage _____		\$ _____
13.	Profit Percentage _____		\$ _____
14.	TOTAL PRICE (sum of lines 11, 12, & 13)		\$ _____

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