



Arkansas Department of Health

4518 West Markham Street, Slot 58
Little Rock, AR 72205-3867

REQUEST FOR PROPOSAL **BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Bid Number:	DH-16-0002	Solicitation Issued:	9/01/2016
Description:	Quality Care Consultant for Critical Access Hospitals		
Agency:	Arkansas Department of Health/Office of Rural Health and Primary Care		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	09/29/2016	Bid Opening Time:	2:30 p.m., Central Time
Proposals shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review. It is not necessary to return "no bids" to ADH.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Health 4815 West Markham Street, Room L163 Little Rock, AR 72205-3867 Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

ADH ISSUING OFFICER (I.O.) CONTACT INFORMATION			
ADH I.O.	Timothy Smith, CPPB – ADH Procurement Branch Chief	ADH I.O.'s Direct Phone Number:	501-280-4573
Email Address:	Timothy.w.smith@arkansas.gov		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

The purpose of this RFP is to solicit proposals to assist the Arkansas Department of Health, Office of Rural Health and Primary Care with ongoing assessment of the quality of care provided to patients by Arkansas' 29 Critical Access Hospitals (CAH). The ADH/Office of Rural Health and Primary Care will work closely with the successful vendor to provide education, resources and technical assistance to support the quality of patient care work of Arkansas' 29 Critical Access Hospitals.

Contract will be awarded to a single vendor.

1.2 TYPE OF CONTRACT

- A. Any resultant professional services contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract will be a TERM outline agreement contract. The term of this contract **shall** be for *one (1) year*. The anticipated starting date for the contract is *mid October, 2016 or as soon as possible thereafter*.
- C. Upon mutual written agreement by the vendor and agency, the contract may be renewed by ADH Procurement on a year-to-year basis, for up to *three (3)* additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than *four (4)* years from start of award.

1.3 ISSUING AGENCY

ADH, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this *Bid Solicitation* should be made through the ADH Issuing Officer as shown on page one of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 BID OPENING LOCATION

Proposals submitted by the opening time and date **shall** be opened at the following location:

Arkansas Department of Health
4815 West Markham Street, Room L163
Little Rock, AR 72205-3867

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The ADH Issuing Officer has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words “bidder” and “vendor” are used synonymously in this document.
- C. The terms “Request for Proposal”, “RFP” and “Bid Solicitation” are used synonymously in this document.

1.7 RESPONSE DOCUMENTS**A. Original Technical Proposal Packet**

- 1. The original *Technical Proposal Packet* **must** be submitted and received by the ADH Issuing Officer on or before the bid opening date and time.
- 2. The Proposal Packet should be clearly marked “Original” and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - d. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.

Failure to comply with items #A-1 & 2 above shall result in the bid packet being nonresponsive and shall result in immediate disqualification.

- 3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - b. Copy of Vendor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Official Bid Price Sheet. (See *Pricing*.)

- 1. Vendor’s original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 2. Vendor should also submit one (1) electronic version of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
- 3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as “Pricing”.

Failure to comply with items #B-1, 2 & 3 above shall result in the bid packet being nonresponsive and shall result in immediate disqualification.

C. Additional Copies and Redacted Copy of the Technical Proposal Packet

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

- 1. Additional Copies of the *Technical Proposal Packet*

- a. Four (4) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Four (4) electronic versions of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If ADH Issuing Officer requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy the original *Technical Proposal Packet*, preferably on a flash drive and clearly marked "Redacted Copy". A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.
 - *Proposal Signature Page*.
 - *All Agreement and Compliance Pages*.
 - Signed Addenda, if applicable.
 - E.O. 98-04 – *Contract Grant and Disclosure Form*.
 - *Equal Opportunity Policy*.
 - *Voluntary Product Accessibility Template* (VPAT).
 - Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
 - Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 **CLARIFICATION OF BID SOLICITATION AND QUESTIONS**

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on 9/13/2016. Submit written questions by email to the ADH Issuing Officer as shown on page one (1) of this *Bid Solicitation*.
- B. Vendor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on 9/15/2016
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 **PROPOSAL SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 1. Additional terms or conditions submitted intentionally or inadvertently.
 2. Any exceptions that conflicts with a Requirement of this *Bid Solicitation*.

Failure to comply with items A & B above shall result in the bid packet being nonresponsive and shall result in immediate disqualification.

1.11 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

Failure to comply with items # A & B above shall result in the bid packet being nonresponsive and shall result in immediate disqualification.

1.12 SUBCONTRACTORS

Use of sub-contractors will not be allowed under the terms of this contract..

1.13 PRICING

- A. All pricing **must** be disclosed on the *Office Bid Price Sheet* only. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 calendar days following the bid opening.
- C. **The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing".**
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. The State **shall not** be obligated to pay any costs not identified on the *Official Bid Price Sheet*. Any cost not identified on the *Official Bid Price Sheet* **shall** be borne by the vendor.
- F. Vendor **must not** include any pricing from the *Official Bid Price Sheet* in the hard copies or electronic copies of their *Technical Proposal Packet*.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The *Official Bid Price Sheet* may be reproduced as needed.

1.14 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact with regard to services and all Requirements.

1.15 INDEPENDENT PRICE DETERMINATION

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
- The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.16 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your proposal.

- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy reflecting the same pagination as the original, and showing the empty space from which information was redacted.
- D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **may** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.17 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through the ADH Issuing Officer.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only using the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by ADH.
- H. Proposed services **must** meet or exceed the specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.18 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by the ADH Issuing Officer.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to submission of response.
- C. There will be no addenda to a *Bid Solicitation* three (3) calendar days prior to the bid opening, unless the addenda extends the bid opening date or cancels the bid.
- D. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, or the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

1.19 AWARD PROCESS**A. Award Determination**

1. The ADH Procurement Branch will be responsible for award and administration of any resulting contract.
2. Award **shall** be made on an all or none basis.
3. The Grand Total Score for each vendor, which **shall** be a sum of the Technical Score and Cost Score, **shall** be used to determine the ranking of proposals. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen calendar day posting period.
3. The State **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award. ADH Issuing Officer will attempt to electronically notify all vendors who have submitted a response to the RFP when the Anticipation to Award document is posted.

1.20 MINORITY BUSINESS POLICY**A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:**

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veterans as designated by the United States Department of Veteran Affairs

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.**1.21 EQUAL OPPORTUNITY POLICY****A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.****B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.**

- C. The submission of an *EO Policy* to OSP is a one-time Requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.
- D. Vendors, who are not required by law by to have an *EO Policy*, **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- B. The State will notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the vendor(s) at that time.

1.23 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.24 VISA ACCEPTANCE

- A. Awarded vendor(s) should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.25 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without the State's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor's proposal to be disqualified.

1.26 RESERVATION

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

SECTION 2 – MINIMUM REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 INTRODUCTION

As part of the Balanced Budget Act of 1997, Congress authorized the Medicare Rural Hospital Flexibility Program (Flex). The Health Care Financing Administration, now known as the Centers for Medicare and Medicaid (CMS), published regulations implementing the Flex grant in 1997. It was reauthorized in 2003. Flex created the Critical Access Hospital (CAH), an acute care rural facility that provides outpatient, emergency and limited inpatient services.

Hospitals eligible for designation as a CAH are located in rural areas, licensed for 25 beds (acute care and swing) or less and provide an average length of patient stay of up to 96 hours. Additionally, a CAH may establish distinct part units for psychiatric and rehabilitation care with a maximum of ten (10) beds in addition to 25 acute care and swing beds.

The Flex Program, which was authorized by Section 4201 of the BBA (Public Law 105-33), consists of two separate but complementary components:

- A Medicare reimbursement program that provides reasonable cost-based reimbursement for Medicare-certified CAHs, which is administered by CMS; and
- A State grant program that supports the development of community-based rural organized systems of care in participating States, which is administered by HRSA (Health Resource Services Administration) through the Federal Office of Rural Health Policy.

Minimum Qualifications: Vendor will be required to provide documentation that supports the following minimum experience requirements.

- Minimum of three (3) years of experience working with Critical Access Hospitals in the areas of performance improvement and patient safety.
- Minimum of two (2) years of experience working with rural health networks.
- Minimum of three (3) years of experience in data collection and data reporting.
- Minimum of three (3) years of experience in data analysis and preparing graphs.

Failure to comply with minimum requirements listed above shall result in automatic disqualification of the vendor.

The vendor selected will:

- Describe and provide documentation of a minimum of three (3) years' experience working with Critical Access Hospitals in performance improvement.
- Describe and provide documentation of a minimum of two (2) years' experience working with rural health networks.
- Describe and provide documentation of data collection methods, analysis, and preparing graphs.
- Work with the Office of Rural Health and Primary Care (ORHPC) and Arkansas' 29 Critical Access Hospitals to ensure optimal health outcomes for rural Arkansans.
- Work with the ORHPC to maintain compliance with Flex grant requirements.
- Work with the ORHPC to maintain compliance with HRSA directives.
- Comply with all current or new reporting requirements by HRSA.
- Designate, in writing, a Project Manager.
- Provide resume of Project Manager's experience working with Critical Access Hospitals and performance improvement and patient safety.

Duties of the Project Manager:

- Maintain open communication with the Flex Grant Coordinator through telephone and email.
- Provide documentation of activities to correspond with vendor invoice.
- Provide quarterly reports and year end summary as outlined under deliverable #1.

2.2: DELIVERABLES

Deliverable #1:

The selected vendor will continue Arkansas' Critical Access Hospital (CAH) performance improvement strategies to aid in the overall improvement of quality of care in Arkansas CAHs.

Performance Indicator for Deliverable #1:

- Provide technical assistance to CAHs by onsite visits, emails, video conferencing or telephone as requested by CAH personnel, as determined by hospital performance, or as requested by ORHPC.
- Conduct regional collaborative education meetings.
- Conduct one (1) statewide workshop.
- Provide updates of quality improvement strategies to CAHs via onsite visits, meetings, video conferences, and emails.
- Maintain and keep current data reporting tools for abstraction, submission and reporting of quality data.

Acceptable Performance for Deliverable #1:

- ❖ Each CAH will receive a minimum of one (1) onsite visit per contract year.
- ❖ Hospitals determined to be in the lower fifty percent for quality measures by ORHPC will receive a minimum of two (2) onsite visits per contract year.
- ❖ Regional collaborative education meetings will be conducted prior to January 1.
- ❖ Statewide workshop will be conducted prior to June 30.

Method of Monitoring Deliverable #1:

- Vendor will provide data reports and programmatic updates to CAH quality directors and Flex Coordinator.
- Vendor will present CAH quality program updates during the CAH administrators' bi-annual meeting.
- When scheduling allows, the Flex Coordinator will attend a minimum of half of the regional educational meetings and attend the statewide workshop.
- Vendor will provide Flex Coordinator schedule of onsite visits. When scheduling allows, the Flex Coordinator will conduct a minimum of six onsite CAH visits with the vendor per contract year.
- Vendor will maintain written documentation of all contacts made with CAHs. Documentation shall include at a minimum:
 - Hospital Name
 - Type of contact
 - Date of contact
 - Name of vendor personnel
 - Name of Hospital personnel
 - Brief description of question/request
 - Brief description of response
- Vendor will provide ORHPC written quarterly reports of activities conducted. Quarterly report will include successes and barriers to success encountered by CAHs and the vendor. Schedule of reporting and report format will be determined by ORHPC.
- Vendor will provide ORPHC a written year end summary of success, barriers to success and suggestions for future activities connected with the CAH quality program.

Deliverable #2:

The selected vendor will provide assistance to Arkansas' Critical Access Hospitals (CAH) to collect data for Emergency Department Transfer Communications (EDTC) measures.

Performance Indicator for Deliverable #2:

- Vendor will collect Emergency Department Transfer Communications (EDTC) measures data via electronic means from CAHs quarterly.
- Vendor will provide technical assistance to Critical Access Hospitals to collect and submit data for Emergency Department Transfer Communications (EDTC) measures.

Acceptable Performance for Deliverable #2:

- ❖ CAHs will be informed of updates or changes to EDTC data collection and reporting requirements.

Method of Monitoring Deliverable #2:

- Vendor will provide ORHPC with quarterly reports of compiled Emergency Department Transfer Communication Measures data for use in completing federal reports.
- Vendor will provide quarterly reports in a format determined by ORHPC. Reporting dates will be determined by ORHPC based on the reporting calendar provided by the Federal Office of Rural Health Policy.

Remedies for Unacceptable Performance:

Acceptable performance shall be determined solely at the discretion of the ADH/CDPC Branch and its Center.

One or more of the following remedies may be imposed for unacceptable performance:

- CDPC Branch will notify the vendor of unacceptable performance. A meeting between the vendor and CDPC Branch/Center will take place to discuss and develop an informal plan for change, and/or
- The CDPC Branch will notify the vendor in writing of non-compliance with the established deliverables and performance indicators. Within 10 working days of notification of non-compliance, the vendor must submit and implement a corrective action plan that is acceptable to CDPC. Payment may be reduced or withheld by the CDPC pending submission and implementation of an acceptable corrective action plan, and/or
- Payment may be withheld or reduced as determined by the CDPC, and/or
- The contract may be terminated by the CDPC.

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

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. The ADH Issuing Officer will review *Technical Proposals Packets* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have been assigned a maximum point value. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Weighted Percentage	Maximum Weighted Score Possible
Experience with Critical Access Hospitals (CAH) involving performance improvement activities	10	40	400
Experience working with rural health networks	10	5	50
Experience with data collection methods	10	10	100
Experience with data analysis & preparing graphic charts	10	10	100
Project Manager experience working with CAH	10	5	50
Project Manager experience in performance improvement & patient safety activities	10	10	100
Totals	60	80.0%	800

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

- E. Scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

3.2 **COST SCORE**

- A. When pricing is opened for scoring, the maximum amount of cost points will be given to the vendor with the lowest three year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost

B = Second (third, fourth, etc.) Lowest Total Cost

C = *Maximum Points for Lowest Total Cost

D = Total Cost Points Received

* For purposes of this solicitation, maximum points for the lowest total cost will be 200 points.

3.3 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. (See *Award Process*.)

	Maximum Points Possible
Technical Proposal	800
Cost	200
Maximum Possible Grand Total Score	1,000

3.4 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. The submission of a *Technical Proposal Packet* **shall** signify vendor's understanding and agreement that subjective judgments **shall** be made by the evaluation committee during the evaluation and scoring of the Technical Proposals.
- B. Vendor **must** agree to all evaluation processes and procedures as defined in this section.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

Arkansas Department of Health
Office of Rural Health & Primary Care
4815 West Markham Street, slot 22
Little Rock, AR 72205

- B. Payment will be made for actual cost reimbursement in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

4.2 GENERAL INFORMATION

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

- The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

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

I. A contract **shall not** be effective prior to award being made by the ADH Procurement Branch.

J. In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss or damage of the equipment while the State has such risk, when:

- The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
- The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

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

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

4.4 **STATEMENT OF LIABILITY**

A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.

B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.

C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

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

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

C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 PRICE ESCALATION

- A. There will be no escalation of prices during the term of this contract.

4.7 CONFIDENTIALITY

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 CONTRACT INTERPRETATION

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

4.9 CANCELLATION

- A. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation 30 calendar days prior to the date of cancellation.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for services and goods received and accepted up to cancellation of the contract.

4.10 SEVERABILITY

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

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the ADH Issuing Officer on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty calendar days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the vendor.
10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The ADH Issuing Officer **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the ADH Issuing Officer. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 16. DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the ADH Issuing Officer to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the ADH Issuing Officer of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
- 17. VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 18. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 19. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 21. ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 22. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
- 23. CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) calendar days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
- 24. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
- 25. CONTINGENT FEE:** The vendor guarantees that he has not retained a person to solicit or secure this 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 vendor for the purpose of securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.