

**STATE OF ARKANSAS
DEPARTMENT OF HEALTH
REQUEST FOR PROPOSALS (RFP)**

Tobacco Cessation Help Line

ISSUED BY:

July 31, 2002

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

Mandatory Letter of Intent due: August 16, 2002

Application due: August 29, 2002

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The Arkansas Department of Health (ADH) announces the availability of funds for a competing agreement for an Arkansas Tobacco Cessation Help Line. The primary target audience for the help line is Arkansas adults.

10.1 Background

Tobacco use is the single most preventable cause of death and disease in the United States today. Tobacco use increases risk for lung and other cancers and for cardiovascular and respiratory diseases. The American Cancer Society estimates that cigarette smoking is responsible for one of every five deaths in the United States, or more than 430,000 deaths per year. In 1998, 29% of men and 24% of women in Arkansas reported current cigarette smoking. (Source: Chronic Diseases and Their Risk Factors: The Nation's Leading Causes of Death - 1999, CDC)

The Arkansas Department of Health's vision is to change society's norms regarding tobacco, the single most preventable cause of death and disease today, and to eliminate tobacco use. Our goal is 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 nonsmokers exposure to environmental tobacco smoke
- ◇ Identifying and eliminating the disparities related to tobacco use and its effects on different population groups.

This goal will be achieved by implementing the Centers for Disease Control and Prevention's "best practices" for comprehensive tobacco control. The "Best Practices for Comprehensive Tobacco Control Programs," published by the Centers for Disease Control and Prevention (CDC), identifies nine essential components for an effective, comprehensive program, including: community programs; chronic disease programs; school programs; enforcement; statewide programs; counter-marketing; cessation programs; surveillance and evaluation; and administration and management.

According to CDC, smoking cessation is more cost-effective than other commonly provided clinical preventive services, including mammography, colon cancer screening, treatment of mild to moderate hypertension and treatment of high cholesterol. The Arkansas Department of Health with its partners is building a comprehensive tobacco prevention and cessation program in Arkansas. Part of this comprehensive program will providing a cessation help line to assist anyone seeking treatment for tobacco dependence. This statewide telephone-based tobacco cessation resource will be available free of charge to its users.

Among the key recommendations of the 2000 United States Public Health Service guideline, *Treating Tobacco Use and Dependence*, are:

1. Tobacco dependence is a chronic condition that often requires repeated interventions. However, effective treatments exist that can produce long-term or permanent abstinence.
2. Because effective tobacco dependence treatments are available, every-one who uses tobacco should be offered at least one of these treatments:
 - Tobacco users willing to try to quit should be provided treatments identified as effective in this guideline.
 - Tobacco users not ready to quit should be provided a brief intervention designed to increase their motivation to quit.
3. It is essential that clinicians and healthcare delivery systems institutionalize the consistent identification, documentation, and treatment of every tobacco user seen in a healthcare setting.
4. Brief tobacco dependence treatment is effective, and everyone who uses tobacco should be offered at least a brief treatment.
5. There is a strong dose-response reaction between the intensity of tobacco dependence counseling and its effectiveness. Treatments involving person-to-person contact (via individual, group or proactive telephone counseling) are consistently effective and their effectiveness increases with treatment intensity (e.g. minutes of contact).
6. Three types of counseling and behavioral therapies were found to be especially effective: provision of practical counseling (problem solving/skills training), provision of social support as a part of treatment (intra-treatment social support) and help in securing social support outside of treatment.
7. Numerous effective pharmacotherapies for smoking cessation now exist. Except in the presence of contraindications, clinicians should use them with all patients attempting to quit smoking.
8. Tobacco dependence treatments are both clinically effective and cost-effective relative to other medical and disease prevention interventions.

NOTE: The contract for tobacco control cessation services will be awarded via a professional services contract between the Arkansas Department of Health and the successful offeror. The contract is contingent upon the availability of funding and the review by the Arkansas Department of Finance Administration, Arkansas Legislative Council and/or the Joint Budget Committee, as necessary. Applicants may obtain more information and/or technical assistance by contacting the Request for Proposals Issuing Officer (see section 10.3).

10.2 Purpose

The purpose of this initiative is to establish one contract that will:

1. Establish and implement a statewide, no charge, convenient, telephone-based resource (help line) to provide screening, counseling, support materials and referral for tobacco cessation assistance based on individuals' readiness to quit. It will provide comprehensive follow-up counseling support for Arkansas citizens who are ready to quit or are contemplating a cessation attempt.

The anticipated length of this proposal is from November 1, 2002 to June 30, 2003. By mutual agreement, the Department and the contractor may elect to extend the contract for one year; in no case will the contract be extended to a period greater than seven years from the day the contract is signed by the Department.

10.3 Issuing Officer

Issuing Office: Tobacco Prevention & Education Program
Arkansas Department of Health
4815 West Markham, Mail Slot 11
Little Rock, AR 72205

Issuing Officer: Lynda Lehing, R.N., M.B.A.
Tobacco Prevention & Education
Arkansas Department of Health
4815 West Markham, Slot 3
Little Rock, AR 72205

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

10.4 Contract Administration

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

10.5 Anticipated Procurement Timetable

RFP Issued:	July 29, 2002
Closing date for receipt of questions:	August 12, 2002 at 3:00 p.m.
Answers to questions mailed or faxed:	August 14, 2002
Mandatory Letter of Intent:	August 16, 2002

Closing date and time for receipt of proposals: August 29, 2002, at 3:00 p.m.
Note: Proposals will be accepted and opened on August 29, 2002 at 3:00 p.m. in ADH room 510.

Completion of proposal review and contract selection by: September 11, 2002
Intent to award letter mailed/faxed by: September 11, 2002
Contract begins: November 1, 2002
Contract ends: June 30, 2003

10.6 Submission of Proposal

No later than August 29, 2002 at 3:00 p.m., at the Arkansas Department of Health, in room 510, one original (marked "ORIGINAL") and eight copies of the technical proposal **and** one (1) copy of the price proposal must be received by:

Lynda Lehing, R.N., M.B.A.
Tobacco Prevention & Education Program
Arkansas Department of Health
4815 West Markham, Slot 3
Little Rock, AR 72205

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

10.7 Rejection of proposals

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

10.8 Contracting Condition

The successful offeror and any entity or person directly or indirectly controlled by, under common control with, or

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

10.9 Confidential Information

Any confidential, proprietary, copyrighted, or financial material submitted by respondents must be marked as such and submitted under separate cover. All proposals by respondents will be available for review to the extent permissible, pursuant to the Arkansas Freedom of Information Act 25-19-101 et seq.

10.10 Contract Awarding and Signing

Contract awarding and signing will be contingent upon the availability of funding and the review by the Arkansas Department of Finance and Administration Accounting Office, the Legislative Council and/or the Joint Budget Committee, as necessary.

10.11 Proposal Evaluation

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

10.12 Clarification of Language

The terms "respondent," "offeror" and "proposer" are used synonymously in this document. "Must," "shall" and "will" denote mandatory compliance of a requirement in this document. The term "department" is used synonymously with the Arkansas Department of Health, the term "state" is used synonymously with Arkansas and the term "program" is

used synonymously with Tobacco Prevention and Education Program (TPEP) in this document.

SECTION 20 SCOPE

20.1 Scope of Work to be Completed

Arkansas Tobacco Cessation Help Line

Establish and implement the Arkansas Cessation Help Line, a statewide, no charge, convenient telephone-based resource to provide screening, counseling, support materials and referral for tobacco cessation assistance based on individuals' readiness to quit. **The help line must be up and running within 60 days of the effective date of the contract.**

The help line will provide services in three areas:

- Provide information to callers, smokers and non-smokers on dependence and its treatment, the dangers of environmental smoke and other tobacco-related information.
- Provide a simple, no-cost point of access to a broad variety of services to assist tobacco users in quitting by providing screening and assessment of readiness to quit, counseling and advice, support materials, information on the U.S. Public Health Service recommendations on the use of pharmacological cessation aids and referral to community-based services. (Over the counter nicotine replacement may be offered.)
- For callers who are ready to quit, the help line will assist the caller to develop a personalized quit plan, provide comprehensive, proactive, phone-based behavioral counseling to interested clients, and refer to community-based services, include access to low-cost over-the-counter or prescription medication. Counseling call will be made in accordance with protocols shown to be effective in randomized clinical trials. Follow-up calls will be made at 3, 6 and 12 months to verify tobacco use status.

Performance Standards

The following performance standards for the help line must be addressed in all proposals:

1. Service Delivery Protocol

The help line procedure will provide the following deliverables using a consistent, systematic and **research-based protocol**:

- a) Screen all callers and provide general information to callers requesting it;
- b) Provide information to non-smoking callers calling on behalf of friends or relatives who smoke;

- c) Assess caller's readiness to quit.
- d) As requested, review tobacco treatment benefits provided by caller's third-party payer.
- e) For callers ready to quit within the next 30 days, 1) provide an immediate brief counseling intervention for effective quitting, 2) mail a quit kit, 3) review U.S. Public Service recommendations on the use of pharmacological cessation aids, 4) Nicotine replacement therapy (NRT) may offered and provided 5) offer opportunity to receive up to 6 follow-up behavioral counseling telephone calls and 6) initiate a follow-up call at 3, 6 and 12 months to verify tobacco use status.
- f) For callers who are not interested in receiving follow-up counseling, offer encouragement to call the help line again for assistance as needed. A follow-up call will be made at 3 months to verify tobacco use status.
- g) For callers who are not ready to quit within the next 30 days, provide 1) appropriate motivational messages to promote effective quitting, 2) send appropriate materials and 3) encourage them to call back when they are ready to quit.

Protocols for all counseling interventions, both initial and follow-up, must be based on their search showing effectiveness of motivational interviewing for inducing behavior change and a cognitive-behavioral approach to treating tobacco use. **The counseling must be based on protocols that research conducted in randomized clinical trials has shown to be effective in preparing people to stop using tobacco and to remain tobacco free after quitting.** All protocols will require review and approval by the TPEP.

2. System Capability

The contract will develop core functionality to provide qualified personnel, facilities and equipment necessary to provide a toll-free telephone service. The system must be able to handle multiple, simultaneous incoming and out-going calls with **multi-lingual** capability. Office space must accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer hardware. **A TDD line must be available to provide services to the hearing impaired.**

The call center may utilize automated services such as automatic call answering, extensions for particular services (e.g., dial 1 for smoking cessation resource materials) in order to channel callers to the most appropriately trained staff, as long as the system is easy to use and quickly connects them to a live person who can provide the services they request during operating hours.

2. Hours of Operation

The contractor will develop a system infrastructure to provide live response for at least 50 hours per week. Recorded information and callback capacity is required for the remaining 118 hours. Peak times for calls should be continuously monitored, and hours

of live staffing should be modified accordingly to meet peak volume times (e.g. evening hours and in collaboration with media events). Operation is not required for holidays. (New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day).

3. Volume

It is difficult to estimate the number of calls that will be received, but in the year 2000 approximately 25% of Arkansas adults reported current cigarette smoking. The system is required to be staffed to meet this volume. If the average monthly volume differs from these ranges during the first six months, the contractor and the Arkansas Department of Health will negotiate appropriate alternate volume adjustments.

4. Staffing

Contractor must develop a staffing plan that will provide live call response by trained behavioral health specialists to individuals seeking cessation support for at least 50 hours per week. Also, the contractor must have access to personnel with expertise in medicine and behavioral counseling to answer questions and provide technical assistance to the phone counselors.

5. Technical Assistance for Healthcare Providers and Cessation Specialists

The contractor will develop a system to provide technical assistance and advice to individual healthcare providers and cessation specialists who call the help line. Topics may include up-to-date information about NRT, complicated patient case management issues and individual tobacco support programs.

6. Proactive Follow-up Counseling

In addition to caller-initiated services, comprehensive proactive follow-up counseling support initiated by the cessation specialists will be provided to callers who accept this counseling option. **The counseling will be based on protocols that research in randomized clinical trials has demonstrated to be effective in supporting people as they quit and in preventing relapse.**

7. Tracking

A computerized tracking system to document help line activity must be able to accurately tabulate discrete individuals, services provided, demographics of the caller and referrals. The system must be able to produce reports on cost per call, amount and types of services per caller, call patterns by time of day, day of week and month. Callers' characteristics to be tracked include consumption level, intention to quit, past quit attempts, smoking policy in home, healthcare provider advice to quit, insurance provider, services accepted and willingness to be followed up for support and evaluation. Demographic information includes age, sex, community and educational

attainment of callers, number of children in the home, and whether there are other smokers in the home.

Contractor must also be able to collect data that measures the performance of the contractor in terms of customer satisfaction, information such as waiting time for callers, survey of caller satisfaction, as well as, accuracy of counseling information given by the staff.

8. Referral Database and Feedback

The contractor will develop and operate a computerized, regularly updated, referral resource database of available cessation services other than those of the contractor. The database must provide sufficient information to match caller to resources by location, type of cessation service, time service is available and specialized service for target populations.

9. Support Material Development

The contractor will develop and provide a packet of cessation support materials (“packet”), which addresses self-help cessation techniques for both smoking and smokeless tobacco. Packets should meet low literacy level needs and utilize pictures and graphics extensively and be **multi-lingual**. Adaptation from existing packets is expected. TPEP approval of the packets is required. The packet and other materials developed under this contract will credit the Arkansas Department of Health, TPEP and include Arkansas Department of Health and TPEP logos. Information on secondhand smoke and other tobacco-related educational materials will also be appropriately mailed to callers.

10. Promotion to General Public and Coordination with Media Campaign

The TPEP will coordinate the actual paid media campaign development and implementation to promote the help line to the general public.

The Program will provide adequate advance notice to the contractor about media campaigns and media events. The contractor will provide sufficient staffing in order to meet increased demand.

11. Promotion to Healthcare Providers

The contract will be responsible to promote the help line throughout the healthcare delivery system. The purpose of the outreach is to clarify the roles and responsibilities of healthcare delivery system partners and to foster capacity and integration for follow-up counseling. Example activities are:

- Packaged cessation materials disseminated to healthcare providers for use with their patients;

- Presentations at two state conference/training programs designed for all healthcare and medical providers to educate and inform them on the help line.

12. Surveillance and Evaluation

The contractor must collect sufficient data and provide data analysis to implement a quality assurance and evaluation plan. This plan must address the operation and staffing of the help line. The plan must also include contacting a random sample of callers to assess caller satisfaction and the quality and effectiveness of the services and referrals. A quarterly report and an annual report, including help line usage and trends, must be provided to the Arkansas Department of Health, TPEP. Also, the contractor must supply any data and/or reports as requested by the Program's surveillance and evaluation contractor.

20.2 General Requirements

SECTION 30 REQUIREMENTS

30.1 Criteria

The proposals will be evaluated by a committee and awarded points based on a comparative formula of relative weighting as detailed below (see Section 60.9).

The technical proposal should be limited to no more than 25 pages (8" x 11 1/2" paper, 12 point font, doubled spaced). The page limit does not include required forms and appendices. The total number of points possible is 100. ADH does not obligate itself to accept the lowest cost or any other proposal and reserves the right to reject any and all proposals. ADH is not responsible for any costs incurred by the offeror in preparing or presenting its proposal.

A. Experience/ Qualifications/ Organizational Capacity 20 points

Briefly describe experience in delivering tobacco cessation programs, including demonstrated successful experience with tobacco cessation screening and counseling, cessation help lines, and collaboration with the healthcare delivery system. Also, describe experience working with special populations, including the uninsured, pregnant women, teenagers and diverse ethnic, racial and cultural minorities. Include any experience working in rural areas and understanding of issues that affect carrying out activities in these areas.

Provide an organizational chart showing the bidder's entire organizational structure.

Include a time line of proposed activities to be conducted from award of the contract through June 30, 2003.

Arkansas Tobacco Cessation Help Line

- Describe experience in managing a telephone cessation help line.
- Describe experience in providing research based tobacco cessation counseling.
- Describe capacity to provide computerized tracking of help line activity.
- Describe precautions to ensure that files and programs can be re-created in the event of loss by any cause, including plan to safeguard data files (frequency of back up copies, storage location, methodology for restoring from backup copies when activity has been processed in the interim.)
- Describe development of a quality assurance plan that addresses caller satisfaction; help line operations and evaluation of effectiveness of services provided.
- Describe systems to ensure confidentiality of caller records.
- Describe the management and organizational structure of the help line. (Include an organizational chart and detailed timeline for this specific part.)

B. Staffing

15 Points

Describe key job responsibilities, staff job descriptions and corresponding FTEs to carry out proposed work. Provide resumes for all management, supervisory and key personnel. Also, describe how all staff responding to help line calls will be qualified and trained to respond to issues related to tobacco dependence, including the use of motivational interviewing, pro-active cessation counseling and pharmacological cessation therapies, in accordance with the U.S. Public Service Clinical Practice Guidelines. Include summary of initial and continuing education protocols.

C. Service Delivery

35 Points

Arkansas Tobacco Cessation Help Line

- Describe technical system capacity, including personnel, facilities and equipment available to provide a toll-free telephone service capable of handling multiple, simultaneous in-coming and out-going calls, including a TDD line.
- Describe help line operation, including “live” response hours of operation, how peak times for call will be monitored and staffing modified to meet peak volume times, and how calls will be handled outside “live” hour coverage.
- Describe service availability for screening and initial counseling.
- Describe the first contact questionnaire and follow-up protocol for each caller.
- Describe proposed protocols to assess a caller’s readiness to quit. For callers ready to quit within 30 days, detail how the following will be provided: (1) initial counseling for successful quitting, (2) provision of a “quit kit” or other resources, (3) assessment of caller’s interest in proactive cessation counseling and (4) assessment of caller’s insurance status.
- Describe how services will be provided to non-English speakers.
- Describe how you will handle teenagers’ (12 – 18 year olds) calls even though this is not the primary target audience.
- Describe development and dissemination of cessation support resource materials for callers ready to quit within 30 days and those not ready to quit with 30 days and any additional support materials which applicant will provide to callers.

- Describe how comprehensive, pro-active cessation counseling will be provided. Provide evidence that counseling is based on protocols that research in randomized trials has demonstrated to be effective in supporting people as they quit and in preventing relapse.
- Describe how callers will receive information on pharmacological cessation therapies.
- Describe protocols for referral to community services and how a regularly updated referral resource database of community services will be operated.
- Describe how database of tobacco treatment benefits provided by third-party payers will be developed and kept up-to-date.

D. Goals/ Accountability/ Evaluation

10 Points

The evaluation plan must address services provided by the Arkansas Tobacco Cessation Help Line and the Arkansas Cessation Services Network. Describe how data will be collected for data analysis to implement a quality assurance and evaluation plan. Describe how client satisfaction, the quality and effectiveness of the services and referrals will be evaluated.

E. Cost Analysis / Pricing

20 points

The Pricing Proposal is submitted under separate cover and includes the Pricing Proposal Sheet (Appendix IV), Budget Forms (Appendices II & III) and Cost Analysis. **Also, submit a budget for year two of the project. No more than, 50% of the budget for the Arkansas Cessation Help Line can go toward the purchase of pharmaceuticals. The Pricing Proposal Sheet is the total cost of the project.**

The Pricing Proposal must provide cost analysis information as required to support the reasonableness of the proposal. Include the proposed consultant fee (billing) structure under “personnel” on the line item budget; include the net/gross commission policy of your agency; indicate which components can be produced in-house. Include all anticipated billing items and a fixed per-hour price for each personnel classification working on the campaign. Such fixed per-hour pricing shall be considered the net cost to the Arkansas Department of Health in computing actual net charges for authorized work.

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

The proposed consultant fee (billing) structure, the net/gross commission policy and fixed hour price will become part of any contract resulting from this RFP and is subject to annual renegotiation if the contract is extended on a year-to-year basis. The lowest computed price proposal will be awarded the maximum value. The cost of the other proposals will be awarded on a basis proportionate to the lowest cost proposal.

Formula For Computing Points On Cost

$$\text{Points}=(A/B)20$$

Example: Proposer A's price is \$10.00 (lowest price receives 20 points).
Proposer B's price is \$20.00 (($\10.00 divided by $\$20.00$) x 20 points = 10 points).
Proposer C's price is \$25.00 (($\10.00 divided by $\$25.00$) x 20 points = 8 points).

DEVIATIONS FROM OUTLINE PRICING STRUCTURE DETAILED ON PROPOSAL PRICING SHEET (Appendix IV) ARE PROHIBITED. RESPONDENT MUST BID PRICE AS DETAILED IN THIS PROPOSAL. FAILURE TO DO SO WILL DISQUALIFY A PROPOSAL FROM CONSIDERATION.

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

30.2 Experience

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

30.3 Qualifications of Staff

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

30.4 Project Understanding

The proposal must specify the respondent's capability to

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

30.5 Cost Analysis

The proposal must provide cost analysis information as required to support the reasonableness of the proposal.

30.6 Financial Interest

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

30.7 Services To Be Provided

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the Department. All procedures developed and products provided under the contract will be subject to final approval by the Department. All records and data pertaining to the contract will remain the property of the Department. All advertising materials developed pertaining to this contract including but not limited to television commercials, and printed materials will become the property of the Department. The Contractor will conduct meetings with Departmental staff in Little Rock, Arkansas, as required to complete the project.

30.8 Minority Business Policy

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

30.9 Minority Purchasing Reporting

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

30.10 Certification of Non-Acceptance of Tobacco Funds

The offeror must certify that it has not received in the past five years funding from or have an affiliation (membership, ownership, contractual or other) with any organization that has any interest in the production, manufacture, marketing, distribution, sale or continued use of tobacco, including subsidiaries, foundations or other related parties of such organizations. This restriction applies throughout the term of the contract.

SECTION 40 TECHNICAL PROPOSAL

40.1 Introduction

The Technical Proposal must also include the following:

Transmittal Letter (Sect 40.2 and Appendix I)
Respondent’s Background and Experience (Sect 40.3)
Proposer's Qualifications (Sect 40.4)
Project Organization and Staffing (Sect 40.5)
Independent Price Determination Certification (Sect 40.7)
Proposal Price Certifying Statement (Sect 40.8)
Disclosure and Certification Forms (Appendix V)

40.2 Transmittal Letter

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

40.3 Respondent's Background and Experience

This section will include details of the respondent's background and its size and resources as well as details of

experience relevant to the proposed project.

Each respondent must submit a minimum of three (3) letters of recommendation. Letters of recommendation must be submitted on the letterhead of the party submitting the recommendation. Each respondent must submit the names, addresses, and telephone numbers of three (3) additional references.

Recommenders and references must be parties who can attest to the respondent's qualifications relevant to providing the services outlined in the request for proposal. Organization or professional recommendations and references must be submitted; personal recommendations and references will not be accepted. Recommendations and references may be verified.

For subcontractor(s) and consultant(s): Proposers who subcontract any portion of work to be performed 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. In addition, all requirements, contractual obligations, and a statement of the Proposer's involvement in litigation that could affect this work shall be included.

Subcontractors and consultants must:

1. Provide a written commitment to accept all contract provisions which are mandatory under the laws of the State of Arkansas, its Departments, Agencies, and Boards.
2. Provide a written commitment to adhere to an established system of accounting and financial controls adequate to permit the effective administration of the contract.

40.4 Proposer's Qualifications and Credentials as Related to the Proposal

In this section, the Proposer shall state the qualifications and credentials of his company, in terms of proven experience through similar projects, reputation, etc. Proposers shall include experience working with tobacco cessation programs, public health agencies, and working with diverse populations. Proposers that do not have this expertise must detail their plans to subcontract with other organizations that can provide it.

Describe experience with:

- ◇ State and federal public health agencies (e.g., the CDC).
- ◇ Tobacco cessation quit lines that are research-based.
- ◇ Racial and ethnic minority populations with emphasis on tobacco cessation and/or health-related projects.

The Proposer shall provide the most recent annual report, or other evidence of the Proposer's financial status, and the Proposer's financial ability to carry out the project.

Proposals shall include proof of the Proposer's financial soundness and successful completion of other projects of a like size and scope. All evidence under this requirement shall be in sufficient detail to allow an adequate evaluation by the Department. Acceptable evidence shall include but shall not be limited to: recent financial statement from a bank evidencing their good standing; written statements from the Proposer evidencing the successful completion of other projects of like size and scope; and recent peer reviews of completed projects of like size and scope.

40.5 Project Organization and Staffing

This is a description in detail of the respondent's plan for meeting the requirements and objectives in this request for proposals. It will include staffing information detailing the tasks to be performed. (Included in Sect 30.1)

40.6 Price Proposal (Cost Analysis)

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

40.7 Independent Price Determination Certification Statement

The Offeror must include a statement certifying that the price was arrived at without any conflict of interest.

Should conflict of interest be detected at any time during the contract, the contract shall be deemed null and void and the contractor shall assume all costs of this project until such time that a new contractor is selected.

40.8 Proposal Price Certifying Statements

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

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

SECTION 50 GENERAL TERMS AND CONDITIONS

50.1 Legal Considerations

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

50.2 Ethical Standards Law

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

50.3 Conflict of Interest

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

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

financial interest; or

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

50.4 Warranty Against Broker's Fee

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

50.5 Offer of Gratuities or Kickbacks

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

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

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

50.6 Employment of State Personnel

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

employee's official responsibility in connection with any:

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

C. Disqualification of Partners

- 1. When Partner is a State Employee. It shall be a breach of ethical standards for a person who is a partner of an employee knowingly to act as a principal or as an agent for anyone other than the State in connection with any:
 - a. Judicial or other proceeding, application, request for a ruling, or other determination;
 - b. Contract;
 - c. Claim; or
 - d. Charge or controversy in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State is a party or has a direct and substantial interest.
- 2. When Partner is a Former State Employee. It shall be a breach of ethical standards for a partner of a former employee to knowingly act as an agent for anyone other than the State where

such former employee is barred under Subsection (B) of this Section.

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

50.7.1 Term of the Contract

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

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

The Department shall notify the contractor at least sixty (60) days prior to the end of the contract period or extension thereof

if the Department intends to renew the contract. If notification is not made, the contract will terminate at the end of the contract period or current extension thereof.

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

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

50.7.2 Timetable for Deliverables

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

50.8 Termination of Contract

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

The contract may be terminated by the Department:

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

50.9.1 Termination For Default

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

In the event of termination for default, in full or in part as provided by this clause, the Department may procure, upon such terms and in such manner as the Department may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the

Department for any excess costs for such similar supplies or services. In addition, the contractor shall be liable to the Department for administrative costs incurred by the Department in procuring such similar supplies or services.

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

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

50.9.2 Termination for Convenience

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

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

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

50.9.3 Termination for Unavailability of Funds

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

50.9.4 Procedure on Termination

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

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

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

- * Stop work under the contract on the date and to the extent specified in the Notice of Termination
- * Place no further orders or subcontracts for materials or services
- * Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
- * Assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- * With the approval or ratification of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or part, in accordance with the provisions of the contract
- * Transfer title to the Department (to the extent that the title has not already been transferred) and deliver in the manner, at the time, and extent directed by the Contract Administrator, all files, processing systems (excluding equipment and operating

systems), data manuals, or other documentation, in any form, that relate to the work terminated by the Notice of Termination

- * Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination
- * Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of the property to the contract which is in the possession of the contractor and in which the Department has or may acquire an interest.
- * The contractor shall proceed immediately with the Performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

50.9.5 Termination claims

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

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

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

50.10 Contractor

It is expressly agreed that the contractor and any

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

50.11 Force Majeure

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

50.12 Disputes

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

50.13 Confidentiality of Information

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

50.14 Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to

the provisions of Ark. Code Ann., Sections 25-19-101 et seq.

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

50.15 Inspection of Work Performed

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

50.16 Subcontracts

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

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

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

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

50.17 Indemnification

The contractor agrees to indemnify, defend, and save

harmless the Department, its officers, agents and employees from:

- * Any claims or losses resulting from services rendered, by any subcontractor, person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract.
- * Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation disregard of Federal or State regulations or statutes, of the contractors, its officers, employees, or subcontractors in the performance of the contract.
- * Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes.
- * Any failure of the contractor, its officers, employees, or subcontractors to observe Arkansas laws, including but not limited to labor laws and minimum wage laws.

50.18 Assignment

The contractor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the Contract Administrator.

50.19 Waiver

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

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

50.20 State Property

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

50.21 Contract Variations

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

50.22 Attorney's Fees

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

50.23 Liability

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

50.24 Records Retention

In accordance with Federal regulation, the contractor

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

50.25 Access to Contractor's Records

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

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

50.26 Employment Practices

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

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

The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices setting forth the provisions of this Clause.

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

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

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

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

SECTION 60 PROCUREMENT

60.1 Rules of Procurement

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

60.2 Point of Contact

The request for proposals Issuing Officer is the sole point of contact from the date of release of this request for

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

60.3 Written Questions Concerning the Request for Proposals

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

60.4 Request for Proposals Amendments

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

60.5 Cost of Preparing Proposals

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

60.6 Disposition of Proposals

All proposals become the public property of the Department and will be a matter of public record subject to the provisions of the Freedom of Information Act. If the proposal includes material which is considered by the respondent to be proprietary or confidential under Arkansas law, the respondent shall so designate the material. The successful proposal will be incorporated into the resulting contract and will be a matter of public record. The Department shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal

received in response to this request for proposals. Selection or rejection of the proposal will not affect this right.

60.7 Proposal Amendments and Rules of Withdrawal

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

60.8 Acceptance of Proposals

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

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

60.9 Evaluation of Proposals

Proposals will be evaluated in 3 phases. The first phase will determine if the mandatory requirements of this request for proposals have been agreed to and/or met. Failure to comply will deem a proposal nonresponsive. The Department may reject any proposal that is incomplete. However the Department may waive minor irregularities. The ADH Tobacco Prevention & Education Program completes this phase. The second phase will be based on evaluation of the technical proposal by an impartial evaluation committee. Points will be awarded to each proposal based on a comparative formula of relative weights as described in this request for proposals at Section 30.1. The third phase will determine if the proposed cost for complete project exceeds funds allotted, or if the Department feels the cost proposed is excessive or insufficient. Proposal Pricing Sheet will be opened during this phase. If proposal exceeds allotted funds, or appears to the Department to be excessive or insufficient, both the technical and price proposals will be rejected and will not be considered for awarding of the contract. For proposals within the allotted funds or do appear reasonable (not excessive or insufficient) the lowest price proposal will receive the maximum number of cost analysis/pricing points. (Section 30.5) The value of other qualified proposals will be proportionate. (Section 30.1). The contract will

be awarded to the respondent whose proposal receives the highest cumulative point total.

60.10 Award Notice

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

APPENDICES

Arkansas Department of Health
Tobacco Prevention & Education Program

**2002/2003 Contract Application
Transmittal Letter/Cover Page**

Title of Project: _____

Submission Date: _____

Organization: _____

Project Director: _____

Print Name

Title

Signature

Address: _____

City/State/Zip: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Contact Person: _____

If different from Project Director

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

BUDGET FORM

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

EXAMPLE OF LINE ITEM BUDGET

	Amount Requested	In-Kind
A. Personnel		
1. Project Director: Margaret Kennedy, M.P.H.	\$ 47,812.00	
2. Project Administrator: Lawrence Beckner, M.B.A.	\$ 33,791.00	
3. Clerical: J.B. Broom	\$ 22,750.00	
4. Additional labor; 3 FTE @ \$7.89 p/hr for 48 weeks	\$ 45,446.40	
5. Systems Administrator: Beth Bickley, M.S. (.33 FTE)	\$ -	\$18,743.00
B. Fringe Benefits		
1. Project Director		\$ 9,786.00
2. Project Administrator		\$ 6,789.00
3. Clerical		\$ 4,400.00
C. Travel		
1. In-State Mileage and Per Diem		
16 days at \$72 max per diem	\$ 1,152.00	
12,300 miles @.28 center per mile	\$ 3,444.00	
2. Out of State Travel for Conferences	\$ -	\$3,700
D. Administrative Costs		
1. Bookkeeping	\$ 2,700.00	
E. Other Direct Costs		
1. Telephone	\$ -	\$ 548.00
2. Office Space and Computer	\$ -	\$ 4,400.00
3. Postage	\$ 200.00	
4. Office supplies	\$ 200.00	
5. Photocopying	\$ 430.00	
6. Software	\$ 926.00	
TOTALS	\$158,851.40	\$48,366.00

PROPOSAL PRICING SHEET

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

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

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

\$ _____ Complete Project

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

1. Minority Purchasing Reporting (Sect 30.9) Statement
2. Transmittal Letter (Sect 40.2)
3. Respondent's Background and Experience (Sect 40.3)
(includes letters of recommendation and references)
4. Proposer's Qualifications and Credentials (Sect 40.4)
(includes financial status information)
5. Price Proposal (Cost Analysis) Statement (Sect 40.6)
6. Independent Price Determination Certification (Sect 40.7)
7. Proposal Price Certifying Statement (Sect 40.8)
8. Disclosure and Certification Forms

**LIST OF OFFICE OF FINANCIAL MANAGEMENT REQUIREMENTS
FOR PRICING PROPOSAL:**

1. Transmittal Letter (Sect 40.2)
2. Pricing Proposal Sheet (Appendix IV of RFP)
3. Budget Forms (Appendix II & III of RFP)
4. Cost Analysis (Sect 30.5)

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement or grant award with any Arkansas State Agency

SOCIAL SECURITY NUMBER

FEDERAL ID NUMBER

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

TAXPAYER ID # — — OR — YES NO

IS THIS FOR:

TAXPAYER ID NAME: Good? Services? Both?

YOUR LAST NAME: FIRST NAME: M.I.

ADDRESS:

CITY: STATE: ZIP CODE COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Table with 7 columns: Position Held, Mark (Current/Former), Name of Position, For How Long (From/To), and Person's Name/Relation.

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Table with 9 columns: Position Held, Mark (Current/Former), Name of Position, For How Long (From/To), Person's Name, Ownership Interest (%), and Position of Control.

None of the above applies

*NOTE: PLEASE LIST ADDITIONAL DISCLOSURES ON SEPARATE SHEET OF PAPER IF MORE SPACE IS NEEDED

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

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 material breach of the terms of this subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

<u>I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontract disclosure conditions stated herein.</u>			
Signature _____	Title _____	Date _____	
Vendor Contact Person _____	Title _____	Phone No. _____	

AGENCY USE ONLY			
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____ Contact or Grant No. _____