



State of Arkansas  
 ARKANSAS DEPARTMENT OF HEALTH  
 4815 West Markham  
 Little Rock, Arkansas 72205

## REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	RFA-18-0006	RFA Issued:	03/09/2018
Description:	Implementation and Administration of the Arkansas Tobacco Control Coalition (ATCC)		
Agency:	AR Department of Health – Tobacco Prevention and Cessation Program		

APPLICATION DEADLINES	
Application Date/Time:	March 23, 2018 2:00 p.m., Central Time
<p>Application <b>shall not</b> be accepted after the designated date and time. It is the responsibility of vendors to submit applications at the designated location on or before the deadline. Applications received after the deadline <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review.</p>	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Health 4815 W Markham Street, Slot 58 Little Rock, AR 72205  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.
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> <li>RFA number</li> <li>Application Date/Time</li> <li>Vendor's name and return address</li> </ul>

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Karrie Duncan	Phone Number:	501-280-4594
Email Address:	<a href="mailto:Karrie.duncan@arkansas.gov">Karrie.duncan@arkansas.gov</a>	Fax Number:	501-280-4474
ADH Website:	<a href="http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx">http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx</a>		

SUB-GRANT TYPE		
<input checked="" type="checkbox"/> Discretionary	<input type="checkbox"/> Non-Discretionary	<input type="checkbox"/> Discretionary but Exempt

## **SECTION 1 – PROGRAM OVERVIEW**

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

### **1.1 PURPOSE**

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) on behalf of Tobacco Prevention and Cessation Program (TPCP) to obtain applications for funding to assist with implementation and administration of the Arkansas Tobacco Control Coalition (ATCC).

Goals are based on Center for Disease Control and Prevention's (CDC) best practices for comprehensive tobacco control programs including:

1. Engage in strategies with statewide youth coalition when appropriate
2. Eliminate exposure to second-hand smoke
3. Implement projects that engage community members
4. Engage in tobacco control and sustainability activities
5. Plan and host an annual ATCC conference
6. Identify and recruit community champions to re-energize advocacy groups in non-funded locations throughout the State
7. Attend quarterly meetings with TPCP staff

### **1.2 BACKGROUND**

Preventing tobacco use is one of the most important public health actions that can be taken to improve the health of Arkansans. Each year, approximately 5,800 Arkansans die prematurely as a result of smoking. Smoking is a major cause of multiple cancers, of heart disease and stroke, and is the leading cause of chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema. The toll of tobacco use is disproportionately higher among people with less education, who make lower wages, and individuals who reportedly have poor mental health. These groups have higher smoking rates and greater exposure to second-hand smoke and, as a result, suffer more illness, disease and death.

TPCP receives funding to assist in reducing Arkansas' tobacco use prevalence and engages in CDC's recommended evidence-based interventions, strategies, and guidance for comprehensive state tobacco control programs.

### **1.3 GRANT PERIOD**

- A. The anticipated period **shall** be from July 1, 2018 thru June 30, 2019.
- B. The initial term of a resulting sub grant will be for one (1) year. Upon mutual agreement between the applicant and the agency, the sub grant may be renewed for up to six (6) additional one-year terms or portions thereof contingent upon appropriation of funding and approvals.
- C. Total contract term, including any amendments and/or possible extensions, not to exceed seven (7) consecutive years.

### **1.4 AVAILABLE FUNDING**

- A. Maximum amount of funding is \$300,000 to a single recipient.
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with the budget provided.
- D. ADH reserves the right to determine allowable costs.

### **1.4 ELIGIBILITY & FUNDING REQUIREMENTS**

One recipient will be accepted and funded.

Applicant **must** meet the following to be eligible to obtain funding:

- A. One of the following: Non-profit organization, health care system, primary care network, academic institution, community-based organization, volunteer association, or professional association

- B. Experience in organizing communities to advance public health policy and mobilizing communities to address tobacco use
- C. Tobacco free new hire policy. Applicant **must** provide a copy of the current policy.
- D. Tobacco free workplace policy. Applicant **must** provide a copy of the current policy.
- E. Written policy that they do not receive from or have an affiliation with any organization, including subsidiaries, foundations or other related parties of such organization that have any interest in the production, manufacture, marketing, distribution, sale or continued use of tobacco, including Electronic Smoking Devices (ESDs) or heated products.

### 1.5 **BUDGET & JUSTIFICATION**

- A. Applicant **must** complete the budget worksheet provided in a separate excel file.
- B. Non-allowable expenditures include the following:
  - 1. Projects that are individualized (one-on-one individual activities) to “educate” about tobacco, tobacco related illnesses, cessation interventions, addiction, refusal, or any other low-impact, individual client topics.
  - 2. Cessation services or cessation supplies which include, but are not limited to, paying for medical services, providing pharmaceuticals, Contract Coordinator providing cessation classes, quitline cessation services which supplant the ATQ, etc.
  - 3. Treatment or medical services.
  - 4. Projects unrelated to tobacco control and the primary purpose identified in the proposal.
  - 5. Lobbying purposes. Lobbying includes any effort to persuade legislative vote.

### 1.6 **ISSUING AGENCY**

ADH, as the issuing office, is the sole point of contact throughout this solicitation.

### 1.7 **RFA OPENING LOCATION**

Responses submitted by the due time and date **shall** be opened at the following location:

Arkansas Department of Health  
4815 W Markham Street, Room L156  
Little Rock, AR 72205

### 1.8 **DEFINITION OF REQUIREMENT**

The words “**must**” and “**shall**” signify a Requirement of this RFA and that vendor’s agreement to and compliance with that item is mandatory.

### 1.9 **DEFINITION OF TERMS**

- A. The AR Department of Health has made every effort to use industry-accepted terminology in this *Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Solicitation*.
- B. The words “bidder,” “vendor,” and “applicant” are used synonymously in this document.
- C. The terms “Request for Applications”, “RFA” and “Solicitation” are used synonymously in this document.
- D. The words “contract” and “sub-grant” are used synonymously in this document.

### 1.10 **RESPONSE DOCUMENTS**

The *Application Packet* **must** be submitted on or before the application deadline.

- 1. The *Application Packet* should be clearly marked “Original” and **must** include the following:
  - a. Signed Application Signature Page
  - b. Agreement and Compliance Pages (If included)

- c. Response to Information for Evaluation
- d. Signed Addenda, if applicable.
- e. Budget Worksheet
- f. E.O. 98-04 – Contract Grant and Disclosure Form
- g. Equal Employment Opportunity Policy (See Equal Opportunity Policy)
- h. LLL-Form (Disclosure of Lobbying Activities), if applicable
- i. Current Copy of Tobacco-Free Workplace Policy.
- j. Current Copy of Tobacco-Free Hiring policy.
- k. Any addition documents provided within the application packet.

2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. Additional Copies and Redacted Copy of the *Application Packet*

In addition to the original *Application Packet*, the following items should be submitted:

1. Additional Copies of the *Response Packet*
  - a. Three (3) complete hard copies (marked "COPY") of the *Response Packet*.
  - b. One (1) electronic copies of the *Application 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 requests additional copies of the response, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy (marked "REDACTED") the original *Application Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

**1.11 ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Response.
- B. The original *Response Packet* and all copies should be arranged in the following order.
  - *Applicant Signature Page*.
  - *All Agreement and Compliance Pages* (if included)
  - Signed Addenda, if applicable.
  - Budget & Justification
  - E.O. 98-04 – *Contract Grant and Disclosure Form*.
  - *Equal Opportunity Policy*.
  - *LLL-Form (Disclosure of Lobbying Activities)*, if applicable
  - Current Copy of Tobacco-Free Workplace Policy.
  - Current Copy of Tobacco-Free Hiring policy.
  - Other documents and/or information as may be expressly required in this *Solicitation*. Label documents and/or information so as to reference the *Solicitation's* item number.

**1.12 CLARIFICATION OF SOLICITATION**

- A. Any questions requesting clarification of information contained in this *RFA* **must** be submitted in writing via email by 4:00 p.m., Central Time on or before March 14, 2018 to the ADH issuing officer as shown on page one (1) of this RFA.
1. For each question submitted, applicant should reference the specific solicitation item number to which the question refers.
  2. Applicants' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on March 16, 2018.
- B. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.
- C. Oral statements by ADH **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADH.

**1.13 APPLICATION SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant Sub-Grant **must** sign the *Application Signature Page* included in the *Application Packet*.
- B. Applicant's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the response to be disqualified:
- Additional terms or conditions submitted intentionally or inadvertently.
  - Any exception that conflicts with a requirement of this RFA.

**1.14 AGREEMENT AND COMPLIANCE PAGES**

- A. Applicant **must** sign all *Agreement and Compliance Pages* relevant to the *Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Application Packet*.
- B. Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

**1.15 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

**1.16 FUNDING ESCALATION**

- A. Prices **must** remain the same for the initial term of the sub-grant.
- B. Price increases will be considered throughout the duration of the contract.
- C. The vendor **must** provide ADH with a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in price necessary. The State **shall** have the right to require additional information pertaining to the requested increase.
- D. The State **shall** have the right to approve or deny any requests.

**1.17 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.

- C. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- D. 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, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- E. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

#### 1.18 **CAUTION TO RECIPIENT(S)**

- A. Prior to any contract award, all communication concerning this solicitation **must** be addressed through ADH.
- B. Applicant **must not** alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. 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.
- F. Applicant **must** provide clarification of any information in their response documents as requested by ADH.
- G. Qualifications **must** meet or exceed the required specifications as set forth in this *Solicitation*.

#### 1.19 **REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum posted within three (3) calendar days prior to the application deadline and **shall** extend the due date and may or may not include changes to the Solicitation.
- C. The applicant **shall** be responsible for checking the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

#### 1.20 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Recipient(s) Selection  
The ranking of recipients **shall** be determined by the total score each *application* receives in evaluation.
- B. Anticipation to Award
  - 1. Once the anticipated successful recipient(s) have been determined, the anticipated award will be posted on the ADH website at <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx>.
  - 2. The anticipated award will be posted for a period of fourteen (14) 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 day posting period.
  - 3. ADH **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 applicant's responsibility to check the ADH website for the posting of an anticipated award.
- C. Issuance of a Contract
  - 1. Any resultant sub-grant of this **shall** be subject to State approval processes which may include Legislative review.
  - 2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

**1.21 MINORITY BUSINESS POLICY**

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

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

B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the prospective contractor's certification number should be included on the *Proposal Signature Page*.

**1.22 EQUAL OPPORTUNITY POLICY**

A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the applicant's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* may be submitted in electronic format to the issuing officer, but should also be included as a hardcopy accompanying the solicitation response.

C. The submission of an *EO Policy* to ADH is a one-time requirement. Recipients 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 to have an *EO Policy* **must** submit a written statement to that effect.

**1.23 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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 ADH stating that they do not employ or contract with illegal immigrants.

ADH 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.

**1.24 RESTRICTION OF BOYCOTT OF ISRAEL**

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

By checking the designated box on the Proposal Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.25 CERTIFICATION REGARDING LOBBYING**

The applicant will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.

If the applicant has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with the Application Packet.

**1.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions). By

signing and submitting this application package, the applicants understands and agrees, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

### 1.27 **PAST PERFORMANCE**

An applicant's past performance with the State may be used to determine if the applicant is "responsible". Responses submitted by applicant determined to be non-responsible **shall** be disqualified.

### 1.28 **PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's proposal to be disqualified.

### 1.29 **PRIVACY & SECURITY REQUIREMENTS**

The Contractor **shall**:

1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.
2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.

### 1.30 **RESERVATION**

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

## **SECTION 2 – APPLICANT REQUIREMENTS**

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

### 2.1 **INTRODUCTION**

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) on behalf of Tobacco Prevention and Cessation Program (TPCP) to obtain applications for funding to assist with implementation and administration of the Arkansas Tobacco Control Coalition (ATCC). Services **must** include:

- A. Intervention to prevent tobacco use initiation
- B. Eliminate Exposure to Second-hand Smoke
- C. Encourage Cessation Among Youth and Young Adults

### 2.2 **REQUIREMENTS**

Activities **must** focus on statewide community programs and coordinate multi-component interventions that are part of a comprehensive effort to create tobacco-free social norms. Strategies for all activities **must** demonstrate movement of social norm change to advance tobacco control in public health. Activities **must** be planned to help design and target intervention areas that focus on identifying community champions, leading to shifts in social norms.

#### A. *Collaboration & Communication*

1. Recipient **must** develop and maintain active partnerships that support the mission of reducing morbidity and mortality and alleviating the social and economic burden caused by tobacco use in Arkansas.
2. Recipient **must** develop and maintain effective communication systems with partners at the state, regional and local level.



3. Recipient may employ a traditional coalition model for governing and decision-making or choose to organize partnership activities according to a different structure. However, under any proposed structure, funded organizations should include advocacy partners, voluntary health organizations, universities, hospitals, community focused organizations, mental health providers, local health departments, organizations that represent diverse communities, statewide and local partners, health boards, commissions, or advisory groups with responsibilities related to tobacco control, as needed to achieve TPCP's goals and objectives.
4. Recipient **must** ensure the partnership model incorporates systems that empower and motivate members to action achieving strong performance standards.

#### B. Incorporating Community Action

Community action, under clear adult guidance, **must** enhance all of the work plan deliverables.

Recipient **must** ensure that a core group of coalition members is maintained to carry out activities associated with the ATCC initiatives while supporting the work of community engagement.

#### C. Staffing

1. Staff **must** reflect professional leadership competencies that enable them to motivate and inspire others; communicate effectively with partners and decision makers; and demonstrate initiative and integrity to implement an effective tobacco control program.
2. Recipient **must** have on staff one (1) full-time Community Engagement Coordinator (CEC). The CEC **must** meet the following minimum qualifications:
  - Bachelor's Degree
  - Three (3) years of experience in advocacy, tobacco control, or similar field (e.g., health education, teaching)
  - Knowledge and skills in program development implementation, and fiscal/budget management
  - Leadership skills
  - Cultural competency
  - Advocacy
  - Public relations
  - Public Health Policy
  - Community Outreach and Mobilization
  - Training and Technical Assistance
  - Health Communications
  - Counter-Marketing including strategic use of media (i.e. earned and paid)
  - Strategic Planning
  - Surveillance and Evaluation

Note: Recipient **must** have capacity to support the CEC.

3. CEC responsibilities **shall** include but not be limited to the following:
  - Managing day-to-day operations of community engagement activities
  - Coordinating and guiding evidence-based tobacco control activities and interventions
  - Recruiting and retaining coalition members and others as tobacco-control advocates
  - Providing members with the necessary skills to interact with community partners, organizations, and decision-makers

Note: Salaries should be commensurate with the level of education and experience required for the job. *Please note: if a vacancy occurs (resignation, maternity leave, medical leave, etc.), it is the responsibility of the contract agency to ensure all deliverables continue to be met, including work plan activities, for the duration of the absence.*

4. Recipient **must** identify an individual to provide direction and supervision of the CEC. The individual selected as the supervisor should be clearly identified within the budget.
5. The fiduciary of the CEC **shall** provide oversight and ensure effective and efficient tobacco control activities. The supervisor **must** participate in mandatory TPCP conference calls and meetings.

6. The fiduciary **must** review, approve, and submit monthly invoices based on TPCP's financial guidelines and submit program and evaluation reports by TPCP's established deadlines.
7. CEC and designated supervisor will be considered the primary contacts for TPCP and **must** attend all site visits and meetings determined by TPCP.
8. The number of staff should be sufficient to deliver work plan deliverables.

#### *D. Staff Orientation, Supervision, and Program Support*

1. Recipient **must** support staff by providing training to equip staff with basic professional competencies such as the ability to engage in effective presentation and public speaking activities and utilization of time management.
2. Recipient **must** provide the following:
  - Proper orientation to the policies and procedures of the contracting agency
  - Appropriate budgeting for the program's transportation needs
  - Fiscal and budget management support
  - Timely processing of purchasing and subcontracting requests
  - Appropriate administrative supervision and support; access to up-to-date tobacco control information
  - Current computer system with access to an individual mail account and the internet, and office and meeting space
3. Recipient **must** ensure that fiscal responsibilities are clearly identified and there is a separation of responsibilities between programmatic and fiscal management.
4. Recipient **must** ensure that funds are used only to support tobacco control specific, community-based, primary prevention efforts that utilize evidence-based, science-based, or Best Practice recommendations that address the required intervention area(s).

#### *E. Meetings and Training*

1. The CEC and any additional staff (regardless of full or part-time status) **must**:
  - Participate in all required/recommended webinars, regional, statewide and national meetings; attend required trainings (an estimated two trainings per quarter may be held annually and may require travel to other areas of the state);
  - Travel to Little Rock as required. Applicants should budget for a minimum of six (6) trips to Little Rock per year for the CEC and/or any additional staff.

#### *F. Paid Media*

1. Recipient may use additional paid media to extend local collaborative media efforts to educate the public or a subgroup of the public in tobacco control.
2. Recipient **must** ensure that all media efforts are coordinated with and approved by TPCP.
3. Media efforts **must** directly support a work plan element and be approved (in writing) in advance by TPCP.

#### *G. Transition*

1. ADH/TPCP retains ownership of all programs, property, files, and materials developed, purchased or assigned through this contract by the recipient. If or when the contract is terminated or expires, the recipient **must**:
  - Ensure an orderly transition of services and responsibilities as directed by ADH/TPCP
  - Return and/or transfer all programs, property, files, and materials to TPCP
2. ADH/TPCP retains rights to the ATCC name, logo and any other associated projects.

#### *H. Work Plan*

1. Each year within forty-five (45) days of award, the recipient **must** provide a final work plan to include statewide activities related to one or more of the core deliverables. Activities **must** help meet ADH's tobacco use objectives. Technical assistance will be provided as needed.

2. Each work plan **must** be approved by TPCP.
3. Recipient **must** provide services and deliverables as outlined in each work plan.

#### *I. Reporting*

1. Recipient **must** record all work plan activities in the Grant Evaluation and Management System (GEMS) to track activities, services, and outcomes for self-monitoring and program evaluation.
2. Recipient **must** use the Grant Evaluation and Management System to record activity outcomes of the program evaluation at the end of the award period.
3. ADH reserves the right to review monthly reports and determine level of satisfaction.

### **2.3 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

<b>Performance Standards</b>		
<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
Work Plan	Due each year within 45 days of award	Failure to provide may result in 10% payment reduction of the monthly invoice
Meeting Attendance	90% attendance	Less than 90% attendance may result in non-consideration for future funding and/or contract termination.
Reporting	Record activity outcomes in the Grant Evaluation and Management System	If reporting needs improvement, recipient may result in corrective action. Unsatisfactory reporting may result in payment delay and/or contract termination.

## SECTION 3 – CRITERIA FOR SELECTION

- Do not provide responses to items in this section.

### 3.1 APPLICATION SCORE

- A. ADH will review each *Application Packet* to verify submission requirements have been met. *Application 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 applications. Evaluation will be based on applicant's response to the *Information for Evaluation* section included in the *Application Packet*.
1. Members of the Evaluation Committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each Evaluation Criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFA evaluation factor, the application squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFA evaluation factor, the application squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFA evaluation factor, the application is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFA evaluation factor, the application's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFA evaluation factor, the application is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFA evaluation factor, the application clearly does not meet the requirement, either because it was left blank or because the application is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the Evaluation Committee members will meet to discuss their individual ratings during the consensus meeting. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each application.
5. 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 each been assigned a maximum point value of five (5) points. 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	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 EXPERIENCE	25	25	250
E.2 ORGANIZATIONAL CAPACITY	30	25	250
E.3 APPROACH & METHODOLOGY	35	50	500
<b>Response Score</b>	<b>90</b>	<b>100%</b>	<b>1000</b>

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The applicant'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. Applicant's weighted scores for sub-sections will be added to determine the Total Score for the Application.
- F. Applications that do not receive a minimum weighted score/subtotal of 450 may not move forward in the solicitation process.

### 3.2 PROSPECTIVE RECIPIENT ACCEPTANCE OF EVALUATION TECHNIQUE

- A. Prospective Contractor **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of a *Application Packet* signifies the prospective contractor understands and agrees that subjective judgments will be made during the evaluation and scoring of the responses.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

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

### **4.1 PAYMENT AND INVOICE PROVISIONS**

Refer to the Financial and Accountability Guidelines for payment and invoice requirements.

### **4.2 USE OF FUNDS**

- A. Funds **must** be used to meet requirements of the sub-grant.
- B. Funds may not be used for items not identified on the budget with a budget adjustment request and/or prior approvals.

### **4.3 CONDITIONS OF CONTRACT**

- A. Recipient(s) **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 a resulting contract which in any manner affect the completion of the work.
- B. Recipient(s) **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 recipient-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 recipient **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any recipient-owned items.
- B. The recipient's liability for damages to the State **shall** be limited to the value of the sub-grant. 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. The recipient and the State **shall not** 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. Language in these terms and conditions **shall not** 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 applicant **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. 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, for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

#### 4.6 **ACCESS TO RECORDS**

The recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers, or records of the recipient related to any services performed under the sub-grant.

#### 4.7 **CONFIDENTIALITY**

- A. The applicant, applicant's subsidiaries, and applicant'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 during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- 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 determination of the State **shall** be final and controlling.

#### 4.9 **LEGISLATIVE REVIEW**

- A. Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee.
- B. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.
- C. All non-discretionary sub-grants are exempt from review.
- D. Certain discretionary sub-grants are exempt from review. These include:
  - sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
  - disaster relief sub-grants
  - sub-grants identified by the Arkansas Legislative Council to be exempt
  - sub-grants deemed to contain confidential information that would be in violation of disclosure laws
  - sub-grants for scholarship or financial assistance award to or for a post-secondary student

#### 4.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the recipient fails to perform its obligations under it by giving the recipient written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the recipient in writing of the reasons why the State is considering cancelling the contract and provide the recipient with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Recipient written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the recipient has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the recipient may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### 4.11 **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 an application or any and all applications, to waive minor technicalities, and to award the sub-grant to best serve the interest of the State.
  - 3. **APPLICATION SUBMISSION:** Application Packets **must** be submitted to the Arkansas Department of Health on or before the date and time specified. The Application Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Solicitation*. The application **must** be typed or printed in ink. The signature **must** be in ink. Unsigned applications **shall** be disqualified. The person signing the application should show title or authority to bind his firm in a contract. Late applications **shall not** be considered under any circumstances.
  - 4. **FORCE MAJEURE:** Neither party will be held responsible for the delay or failure to perform any part of this sub-grant when such delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
  - 5. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the recipient and the Department **must** comply with state and federal laws, rules, and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the recipient will receive notification of the required changes. This sub-grant shall then be amended.
  - 6. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
    - Title 45 Code of Federal Regulations
      - Part 80 (Nondiscrimination on the Basis of Race or Sex)
      - Part 84 (Nondiscrimination on the Basis of Handicap)
      - Part 90 (Nondiscrimination on the Basis of Age)
    - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. Seq.
    - Title 28 Code of Federal Regulations
      - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
    - Title 41 Code of Federal Regulations
      - Part 60-74 (OFCCP: Affirmative Action Regulations on Handicapped Workers)ADH will furnish a copy of these regulations to the recipient upon request.
  - 7. **CONFIDENTIALITY OF CLIENT RECORDS:** The recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian, or legal representative.
  - 8. **LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
  - 9. **PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.
  - 10. **AUDIT REQUIREMENT:** For awards in excess of \$300,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines."
- Arkansas Department of Health  
Internal Audit Section  
4815 West Markham Street, Slot 54  
Little Rock, AR 72205-3867
11. **DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.
12. **AMENDMENTS:** Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal



or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

13. **AWARD:** Term Contract: A contract award will be issued to the successful recipient. 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.
14. **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 or by OSP. Vendor **shall** properly identify items being returned.
15. **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.
16. **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.
17. **CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
18. **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) days prior to the date of cancellation.

**NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

19. **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.
20. **ETHICAL STANDARDS:** Pursuant to Aransas Code Annotated §19-11-708(a-c), it **shall** be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
21. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Application 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.
22. **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.