



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

REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
RFA Number:	DH-23-0007	RFA Issued:	November 07 2022
Sub-Grant Description:	Community Sub Grants for Tobacco Prevention and Cessation		
Agency:	AR Department of Health – Center for Health Advancement, Tobacco Prevention & Cessation Program		

APPLICATION DEADLINE	
Application Deadline Date/Time:	December 07, 2022, 2:00 p.m. Central Standard Time
Application shall not be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline shall be considered late and shall be returned to the bidder without further review.	

DELIVERY OF RESPONSE DOCUMENTS	
Sealed applications may be mailed, or hand delivered to the following locations:	
Mailing Address:	Arkansas Department of Health Attn: Steve McDonald 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.
Physical Address	Arkansas Department of Health Contract Support Section 4815 W Markham Street, L156 Little Rock, AR 72205
Response's Outer Packaging:	Outer packaging must 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 identification purposes. <ul style="list-style-type: none">• RFA number• Application Date/Time• Applicant's name and return address

ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Steve McDonald	Phone Number:	501-280-4594
Email Address:	Steve.McDonald@arkansas.gov	Fax Number:	501-280-4474
ADH Website:	http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx		

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) to obtain applications for funding to support ADH Tobacco Prevention and Cessation Program (TPCP). These programs will implement a range of activities to encourage and support tobacco and nicotine-free lifestyles.

The TPCP Sub-Grant program is comprised of community-based interventions that address:

- Preventing the initiation of tobacco use among youth
- Promoting quitting among adults and youth
- Engaging in tobacco control and sustainability activities
- Eliminating tobacco-related disparities
- Eliminating exposure to second-hand smoke
- Establishing smoke-free policies and social norms

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. Tobacco use is the leading preventable cause of morbidity and mortality. Each year, approximately 5,800 Arkansans die prematurely as a result of smoking. Smoking is a major cause of multiple cancers, heart disease, and stroke, and is the leading cause of chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema.

Arkansas ranks as the 3rd highest state for the number of smoking-related deaths with approximately 192 smoking-related deaths per 100,000 people in Arkansas. In 2021, 5.7% of adults in Arkansas reported using e-cigarettes or other electronic vaping products at least once in their lifetime. (United Health Rankings Annual Report). An e-cigarette is defined as a battery powered device that heats liquid into a vapor, usually containing nicotine and other harmful toxins, that can be inhaled. Evidence-based, statewide tobacco control programs that are comprehensive, sustained, and consistent have been shown to reduce the number of people who smoke, as well as tobacco-related diseases and deaths.

E-cigarette use, commonly known as vaping, use by youth presents serious concerns as the use of nicotine in any form is unsafe, causes addiction, and can harm the adolescent developing brain. E-cigarettes can also expose youth to harmful chemicals. E-cigarette marketing uses many of the same strategies effectively used by commercial tobacco companies to reach the youth. In 2021, the National Youth Tobacco Survey stated 17.77 million U.S. middle and high school students were exposed to e-cigarette marketing. In Arkansas, 13 is the average age of first-time vape product use. The Arkansas Prevention Needs Assessment Survey states that 44% of high school seniors, 22% of eighth grade students, and 7% of sixth grade students in Arkansas have reported trying e-cigarettes at least once. According to the National Academies of Sciences, Engineering, and Medicine, youth that use e-cigarettes are more likely to become everyday smokers.

TPCP receives Master Settlement Agreement (MSA) funding to assist in reducing Arkansas's tobacco use prevalence. TPCP has adopted the Centers for Disease Control and Prevention (CDC's) Best Practice for Comprehensive Tobacco Control Program: (1) state and community interventions (which includes statewide programs and community focused programs); (2) mass-reach health communication interventions; (3) cessation interventions; (4) surveillance and evaluation; and (5) infrastructure, administration, and management. Implementation of these components have shown to be the best framework for a successful tobacco control program.

1.3 GRANT PERIOD

- A. The anticipated period **shall** be from July 1, 2023, to June 30, 2025
- B. The total contract term of a resulting sub-grant will be for two (2) years.

1.4 AVAILABLE FUNDING

- A. Maximum amount of funding per year is \$100,000.00 with a total funding for the two-year funding period being **\$200,000.00**. Applicants will be required to submit a complete budget and work plan for year one and year two as part of the application.
- 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 and non-allowable expenditures.
- E. Prior to award, ADH may increase the amount of funding in efforts to maximize program support. Applicant(s) **must** submit a revised budget worksheet reflecting changes.

1.5 ELIGIBILITY & FUNDING REQUIREMENTS

Up to 15 applicants will be accepted and funded.

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

- A. Applicant(s) must be from private or public, not-for-profit organizations or a qualified Political Subdivision of the State of Arkansas.
- B. Applicant(s) must demonstrate experience in their community to advance tobacco-related policies and address tobacco use.
- C. Applicant(s) must demonstrate the financial and administrative capacity to manage a state contract. They must also have technical expertise to successfully implement the full range of activities outline in the RFA.
- D. Applicant(s) must have a written policy that they do not receive funding from or have an affiliation (membership, ownership, contractual, or other) with any organization, including subsidiaries, foundations or other related parties such as organizations, that has any interest in the production, manufacture, marketing, distribution, sale, or continued use of tobacco, including electronic nicotine devices (ENDs)/ electronic smoking devices (ESDs).
- E. Applicant(s) must have a tobacco/nicotine/electronic cigarette free new hire policy.
- F. Applicant(s) must have a tobacco/nicotine/electronic cigarette free workplace policy.
- G. Applicant(s) can choose to cover up to a maximum of (2) counties. However, TPCP will approve only one community based sub-grant contract funded by Master Settlement funds per county (coverage area). Exceptions may apply based on population size.

1.6 BUDGET & JUSTIFICATION

- A. Applicant(s) **must** complete the budget worksheet provided as a separate excel file and will not be included in the scoring of applications.
- B. Applicant(s) **shall** be reimbursed for allowable expenses only. Allowable expenses are those approved by ADH within the budget's itemized listing.

1.7 ISSUING OFFICER

The ADH contact name listed on page one is the sole point of contact throughout this solicitation.

1.8 RFA OPENING LOCATION

Applications 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

1.9 DEFINITION OF REQUIREMENT

- A. The words “**must**” and “**shall**” signify a requirement of this RFA and that vendor’s agreement to and compliance with that item is mandatory.
- B. Applicant may request exceptions to NON-mandatory items. Contractor **must** clearly explain the requested exception and should reference the specific solicitation item number to which the exception applies.

1.10 DEFINITION OF TERMS

The issuing officer has made every effort to use industry-accepted terminology in the competitive bid and will attempt to further clarify any point or item in question. The following acronyms will be used throughout the document.

ADH: Arkansas Department of Health
OSP: Office of State Procurement
RFA: Request for Applications
CDC: Centers for Disease Control and Prevention
ENDS: Electronic Nicotine Devices
ESDS: Electronic Smoking Devices
FOIA: Arkansas Freedom of Information Act
MSA: Master Settlement Agreement
SHS: Secondhand Smoke
PPYC: Project Prevent Youth Coalition
TPCP: Tobacco Prevention and Cessation Program

1.11 APPLICATION INSTRUCTIONS**A. Original Application Packet****1. Application Submission Requirements**

- a. Applicants **shall** provide one (1) original hard copy of the Application Packet clearly marked as “Original” and **must** include:
- Original signed Application Signature Page
 - Agreement and Compliance Pages (if applicable)
 - Proposed Subcontractors Form
 - Restriction of Boycott of Israel Certification
 - SF-LLL Disclosure of Lobbying Activities
 - Response to the Information for Evaluation section included in the Application Packet
 - EO 98-04 Contract and Grant Disclosure and Certification form
 - 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.
- b. The application **must** be in the English language.

2. The following items should be submitted with the original Application Packet:

- Signed Addenda, if applicable
- Equal Employment Opportunity Policy
- Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
- Business Associate Agreement (AS-4001)

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

B. Budget Worksheet

1. The Budget Worksheet, including the hard copy and electronic copy, **must** be separately sealed from the Application Packet, and should be clearly marked as "Budget".
2. An applicant **shall not** include any budget information in the hard copies or electronic copies of the Application Packet.
3. Budget **must** be proposed in U.S. dollars and cents.

C. 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 Application Packet
 - a. Four (4) complete hard copies (marked "COPY") of the Application Packet.
 - b. One (1) copy of the Application Packet, preferably on a flash drive. CDs will also be accepted.
 - 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 the timeframe specified in the request.
2. One (1) redacted copy (marked "REDACTED") of the original Application Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

1.12 ORGANIZATION OF RESPONSE DOCUMENTS

- A. It is strongly recommended that applicants adhere to the following format and suggestions when preparing their response.
- B. Responses to the Information for Evaluation section of the Application Packet should be labeled to reflect the corresponding item/question (Example: E.1.A)
- C. The original Application Packet and all copies should be arranged in the following order.
 - Original signed Application Signature Page
 - Agreement and Compliance Pages
 - Proposed Subcontractors Form
 - Restriction of Boycott of Israel Certification
 - SF-LLL Disclosure of Lobbying Activities
 - Response to the Information for Evaluation section included in the Application Packet
 - EO 98-04 Contract and Grant Disclosure and Certification form
 - Signed Addenda, if applicable
 - Equal Employment Opportunity Policy
 - Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>
 - Business Associate Agreement (AS-4001)
 - Other documents and/or information as may be expressly required in this Solicitation. Label documents and/or information to reference the Solicitation's item number.

1.13 CLARIFICATION OF SOLICITATION

- A. Any questions requesting clarification of information contained in this RFA **must** be submitted in writing via email by **2:00 p.m., Central Standard Time** on or before **November 21, 2022**, 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 **November 23, 2022**.
- 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.
- D. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.
- E. 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.

1.14 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

1.15 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.

1.16 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.

1.17 FUNDING ESCALATION

- A. ADH may increase funding throughout the duration of the contract.
- B. Recipient **must** provide a revised budget reflecting the increase. ADH **shall** have the right to require additional information pertaining to the increase.
- C. ADH **must** approve of all budget revisions.

1.18 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 Arkansas 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 Arkansas Freedom of Information (FOIA), the vendor will be contacted prior to release of the documents.

1.19 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.

1.20 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.

1.21 QUALIFICATION AND AWARD PROCESS

- A. Successful Recipient Selection
The ranking of recipients **shall** be determined by the total score each application receives during evaluation.
- B. Anticipation to Award
 - 1. Once the anticipated successful recipient have been determined, the anticipated award notification will be emailed to all applicants and/or posted on the ADH website.
 - 2. The anticipated award will be 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 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 email and/or the website for the notification 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.

1.22 **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
 - Women Owned
- B. A women-owned business is defined by Act 1080 of the 91st 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 Application Signature Page.

1.23 **EQUAL EMPLOYMENT 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 Employment Opportunity (EEO) Policy prior to issuing a contract award.
- B. EEO 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 EEO Policy to ADH is a one-time requirement. Applicants are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with the statute.
- D. Vendors who are not required by law by to have an EEO Policy **must** submit a written statement to that effect.

1.24 **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a sub-grant, selected recipients **must** have a current certification on file with ADH stating that they do not employ or contract with illegal immigrants.
- B. Recipients **must** complete their certification at <https://www.ark.org/dfa/immigrant/index.php/user/welcome> and should submit a hardcopy accompanying application packet.

1.25 **RESTRICTION OF BOYCOTT OF ISRAEL**

- A. 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.
- B. 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.
- C. By signing the Application Packet, the applicant agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.26 CERTIFICATION REGARDING LOBBYING

- A. 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.
- B. 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.

1.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- A. 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).
- B. By signing and submitting this application package, the applicant(s) understands and agrees, as defined in 45 CFR Part 76, and 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.

1.28 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.

1.29 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 an applicant to be disqualified.

1.30 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.
3. Prior to award, the contractor **must** sign a Business Associate Agreement.

1.31 RESERVATION

The State will not pay costs incurred in the preparation of an application.

SECTION 2 – APPLICANT REQUIREMENTS

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

2.1 SCOPE OF WORK

A. Prevent Initiation-Youth

- The Tobacco Coordinator is required to build, implement, and/or maintain two (2) youth tobacco/nicotine prevention coalitions (Project Prevent grades 7-12, Next Gen grades 4th-6th) in each county served.
 - Each youth tobacco/nicotine prevention coalition will be selected from different sites.
 - Each coalition should consist of six to ten (6-10) youth members.
 - Each coalition must become a Project Prevent (PP) or Next Gen Chapter. Project Prevent is the statewide youth tobacco prevention coalition for grades 7th-12th. Next Gen is the statewide youth tobacco prevention coalition for grades 4th-6th.
 - Each coalition will participate in four (4) Project Prevent/Next Gen activities per year: Take Down Tobacco Day, Great American Smoke Out, Red Ribbon Week, and World No Tobacco Day.
 - Each Project Prevent coalition is required to present to at least one (1) city council meeting, chamber of commerce, or other city/county forum per year on the use of electronic cigarettes by youth in the local schools and/or secondhand smoke.
 - Each Project Prevent coalition is required to conduct at least eight (8) presentations per year to city council members or city/county forum regarding zoning laws and tobacco retailers' proximity to schools.
 - Each Project Prevent coalition will conduct a minimum of twelve (12) presentations per year to adults (rotary, PTA, social and community organizations, and the public etc.) on secondhand smoke policy and electronic cigarette use among youth.
 - Each Project Prevent coalition will conduct a minimum of twelve (12) Coral's Reef presentations per year to elementary schools' grades K-2, to educate youth on the dangers of vaping, tobacco, and nicotine use.

B. Eliminating Exposure

1. Coalition Building

The Tobacco Coordinator will build and/or maintain one (1) adult coalition per each county served. An adult coalition is defined as a group of individuals who work together for a specific purpose.

- Each adult coalition will have between six to ten (6 to 10) members that are engaged in community change as it relates to tobacco/nicotine/ENDS prevention and control issues.
- Coalition members should be of diverse backgrounds from professions and organizations such as: healthcare, law enforcement, education, government, faith-based, media, social organizations, businesses, and/or mental health professionals. At maximum, no more than 20% of coalition can be state employees.
- Upon establishment, each coalition is required to meet at a minimum of once every other month.
- The Tobacco Coordinator will ensure that coalition members are trained to give presentations on the topics provided by TPCP in relation to tobacco prevention and cessation.
- Coalition members will be responsible for the following types of activities:
 - Meet with stakeholders and influential decision makers to build support for coalition activities and smoke-free policies.
 - Serve as a spokesperson for public hearings, news media interviews, and other public speaking engagements.
 - Conduct 12 presentations per coalition, per year to decision makers, thought leaders, and the community on tobacco/nicotine/ENDS, secondhand smoke, and smoke-free policy.
 - Recruit new coalition members.
 - Troubleshoot community apathy; lack of movement on grass root efforts, etc.
 - Determine need for development of media pieces and other education materials needed for policy campaign.

- The Tobacco Coordinator will become a member of another community organization such as rotary clubs, Mothers Against Drunk Driving, March of Dimes, American Lung Association, city clean up organizations, etc. to facilitate recruitment and cooperation from other organizations in which to build momentum for tobacco coalition membership that promote and uphold tobacco free policies.

2. Nicotine/Tobacco Sales Assessment

Tobacco Coordinator will educate and assist Project Prevent coalition members (grades 7th-12th) in addressing tobacco marketing targeting youth in their local communities. Youth will learn how to collect data such as Point of Sales (POS), zoning laws and restriction, advertising, product placement restrictions, and sales to minor compliance check. Youth will collect the data and build presentations to conduct to school administrators, community members, and decision makers on how to strengthen local laws to ensure youth are not targeted by tobacco marketing aimed at youth within their community. The information collected by the coordinator and youth coalition will be input into the designated reporting system.

- Data collected will be used by the Tobacco Coordinator to educate school officials and thought leaders on:
 - Youth access to tobacco, nicotine, and ENDS products within walking distance of their school.
 - How tobacco companies target youth, low-income communities, and minority populations.
 - Actions they can take to limit availability and visibility of tobacco and nicotine products marketed to youth.
- More directions will be provided by the TPCP program staff.

3. Community Education

Applicant will provide education to the general public on current laws pertaining to smoke-free policies, T21, ACT 811, economic costs, and health consequence of tobacco/nicotine/ENDS use in counties served.

- The Tobacco Coordinator will engage in at least 20 community/workplace activities annually such as health fairs, worksite wellness events, booths at community gatherings etc. These events should be held in cities that they are either considering or working in to secure a policy.
- The Tobacco Coordinator will conduct surveys on public opinion on secondhand smoke exposure and electronic cigarettes at each event attended.
- The Tobacco Coordinator will offer carbon monoxide monitoring, lung screening eligibility, Be Well referrals, Be Well Baby referrals, and information on cessation resources.

4. Policy

Smoke-free comprehensive policies are the most effective way to reduce tobacco use. Employees who work in places that maintained or implemented smoke-free policies were nearly twice as likely to stop smoking as employees who worked in places that allowed smoking.

- The Tobacco Coordinator, through their adult coalition, will work to obtain a minimum of two (2) comprehensive city-wide smoke-free/tobacco/ENDS/nicotine free ordinances within the counties served.
- The Tobacco Coordinator will work with faith-based organizations to obtain a minimum of eight (8) smoke-free/tobacco/ENDS/nicotine free policies.
- The Tobacco Coordinator will contact community thought leaders a minimum of four (4) times annually to educate them on the health and the economic impact of tobacco and electronic cigarette use in their district. Two interactions must be in person with the community thought leaders and two can be by phone or email.
- The Tobacco Coordinator will ensure adult coalition members do at least one presentation per month. Presentations should target thought leaders, decision-makers, social organizations, faith-based, and those that can help champion tobacco free policies in the community.
- The Tobacco Coordinator will conduct educational outreach to the public, worksites, policy makers, community organizations, and other health and public institutions on tobacco prevention and control issues at a minimum of 36 times per year.

5. Media

All media campaigns should pro-actively support smoke-free policy efforts or education on electronic cigarette use. Media can also be used to inform residence on approval of newly obtained smoke free policies within the

current grant cycle and used to support coalition functions.

- The Tobacco Coordinator will use the template designed by the Office of Health Communication to create a brochure to promote the coalition and its activities.
 - The brochure should include funding, mission statement, membership criteria, call to action/how can you help, area of work/projects, and coalition contact information. The brochure should also promote the “Be Well Call Center” and the 1-833-283-WELL Brochure development should be submitted to TPCP for approval by the Community Coalitions third (3rd) meeting.
- The Tobacco Coordinator should recognize cities that adopt smoke-free/tobacco/ENDS/nicotine free ordinances through press releases, and/or other public recognition ceremonies.
- The Tobacco Coordinator will develop or identify and implement special awareness activities, including but not limited to:
 - Take Down Tobacco Day
 - Great American Smoke Out
 - Red Ribbon Week
 - World No Tobacco Day
 - No Menthol Sunday
- The Tobacco Coordinator should advertise, announce, and promote special events to keep the community informed about program activities.
- The Tobacco Coordinator will prepare two (2) one-page semi-annual reports on successes and accomplishments no later than December 31st for the first report, and June 30th for the second report. Reports will be submitted into the designated reporting tool.
- The Tobacco Coordinator will maintain social media account to provide resources, information, and updates on coalition activities.

C. Be Well Services

- The Tobacco Coordinator will conduct 125 visits to healthcare facilities and/or healthcare providers annually in their select counties to promote the Be Well Program and 1-833-283-WELL. TPCP will provide brochures, flyers, health related pamphlets, etc.
- The Tobacco Coordinator will encourage and build relationships with healthcare providers and clinics through successive visits to provide resources, Be Well information, and technical assistance to the provider and/or clinic.

D. Staffing

The applicant/fiduciary agent or an individual/organization appointed by the applicant/fiduciary agent **must**, at a minimum, include one full time dedicated Tobacco Coordinator in the budget proposal to administer tobacco interventions. The Tobacco Coordinator will serve as the core staff member.

Tobacco Coordinator Requirements:

Minimum Qualifications

Staff **must** have the appropriate competencies to dedicate and deliver an approved tobacco control work plan.

- Bachelor’s degree and/or three years of experience in advocacy, tobacco control, or similar field (e.g., health education, teaching, public health). Other job-related education and/or experience may be substituted for all or part of these basic requirements.
- Experience in Microsoft Office Suite (Word, Excel, PowerPoint, Outlook) and Adobe.

The applicant must be able to clearly demonstrate skills sets that allow for education of business owners, school officials, elected officials, and members of the community including all ages and backgrounds.

Knowledge, Abilities, and Skills

- Comprehensive knowledge of grant, state, and local guidelines
- Experience with community outreach, community engagement, and coalition building
- Community organizing skills
- Ability to network and maintain community partners

- Experience with policy advocacy

Duties & Responsibilities

- Administer and coordinate functions related to the management of a comprehensive tobacco prevention and cessation program as outlined in the RFA.
- Assemble, recruit, and organize both individuals and organizational representatives to form both the youth and adult coalition groups.
- Monitor completion of activities, presentations, and reporting outlined in the approved written work plan
- Communicate effectively with staff, school personnel, healthcare providers, public, state, and local agencies.
- Lead both the youth and adult coalitions to strategize action to reduce commercial tobacco use in the county through policy and programs.
- Manages database of coalition members and community contacts
- Know and understand TPCP Compliance Guidelines and Standard Operating Procedures for items requiring TPCP approval.
- Actively participate in all required TPCP activities, meetings, trainings, and webinars.
- Budget travel for a minimum of two (2) events to Little Rock for required trainings, meetings, and/or events.
- Work with grant administrator to troubleshoot problems and to decide how issues should be addressed
- Serve as a resource to the communities' resident by providing information on secondhand smoke, cessation services through Be Well, smoke-free policy efforts, and other tobacco/nicotine health related issues.
- Meets with stakeholders and decision makers to inform of coalition activities and educate on smoke free policies.
- Mobilize and engage youth, adults, and organizations in high impact strategies and activities focused on local policy priorities.
- Plan, organize, and provide education on the impact of tobacco on health outcomes and the prevalence in the counties represented.
- Provides logistical support for coalition meetings.
- Present 18 Coral's Reef presentations per fiscal year, to educate youth, grades K-2, on the dangers of vaping, tobacco, and nicotine use.
- Present 12 Coral's Reef presentations per fiscal year, to educate adults (parents, teachers, administrators) about preventing youth, grades K-2, from initiation of tobacco, nicotine, and ENDS1424 use.
- Submit a two (2) one-page report on successes and accomplishments. First one-page report is due no later than December 31st and the second one-page report is due by June 30th of each year.
- Complete day-to-day operations through in-person visits, phone calls, letters, emails, etc.

E. Training

A list of required trainings will be provided at the beginning of the grant cycle.

F. Reporting

The funded applicant must assure that all work plan activities are recorded in TPCP's designated reporting system. Effort and data reporting will be completed through Redcap. Effort reporting is described as the work performed by an employee in regard to written workplan. This is where you will explain what you worked on for the day. Data reporting is the process of collecting and submitting data. Technical assistance will be provided to ensure effective use of the reporting system. Effective use/reporting will enable the awarded applicant to track activities, services, and outcomes for self-monitoring and program evaluation.

- The Tobacco Coordinator will assure that work plan activities are entered into the reporting system weekly, no later than the following Tuesday for the previous week.

G. Meetings

The Tobacco Coordinator will:

- Participate in report system trainings
- Participate in all required/recommended webinars, regional, statewide and national meetings.
- Travel to Little Rock, AR as required. Coordinator should budget for a minimum of two (2) trips to Little Rock, AR per year.
- Participate in monthly calls from TPCP staff for progress status reporting and technical assistance.

H. Work Plan

All applicants must include a work plan for each year of the grant in their application outlining activities in counties served. Each work plan must include activities for each of the following three components: prevent initiation, eliminate exposure, and cessation. A sample work plan template is provided in Appendix 3.1.

I. Reimbursement Guidelines

ADH, TPCP is a reimbursement only grant. Reimbursement is based on a complete itemized listing of allowable program expenses. These expenses must be within the approved budget's itemized listing of allowable program costs. Backup documentation is required when submitting invoices for payment. No advance payments are allowed. Applicants should have, at minimum, operating capital for at least one month. TPCP will reimburse after costs have been incurred.

- The Tobacco Coordinator will be required to review, approve, and submit monthly invoices no later than the 15th of the following month.

J. Salary

The Tobacco Coordinator salary range is from \$36,155-\$52,425 maximum. The applicant can request for the Tobacco Coordinator position to start higher than base depending on experience. TPCP will review the resume and determine if the requested salary is acceptable. Previously funded organizations employees will be grandfathered in at their current salary if it exceeds the maximum. If the Tobacco Coordinator reaches the salary maximum of \$52,425, they are only to receive merit and cost of living increases in the form of a lump sum payment. The maximum hourly pay rate will not exceed \$25.2043. TPCP reserves the rights to increase the salary range uniformly at TPCP's discretion.

K. Performance Measures

The Tobacco Coordinator will ensure work plan activities are completed and will utilize outcomes to base decisions for improvement in program effectiveness and to demonstrate accountability to stakeholders. Tobacco Coordinator must document performance indicator measures in semi-annual reports. This process will be used to improve outcomes. Failure to do so could result in reduced or loss of funding.

L. Health & Safety

In the event of a public health emergency or event where schools, businesses, and community events may be shut down to the public, the Tobacco Coordinator will be required to continue with work plan activities by implementing recommended safety practices and guidelines set forth by Arkansas Department of Health and the Centers for Disease Control and Prevention.

ADH Responsibilities

ADH will:

- Provide report system trainings for applicant required staff.
- Provide information on training and educational (CME) classes sponsored by TPCP.
- Provide technical assistance when requested.
- Conduct monthly calls for follow up on status of progress toward work plan goals and updates in TPCP to include community outreach, resources, etc.
- Provide collateral materials, presentations, brochure templates, and resource guides.

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.

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
The Tobacco Coordinator will ensure that work plan activities are entered into REDCap weekly; no later than the following Tuesday for the previous week activities.	<ol style="list-style-type: none"> The coordinator will complete approved work plan and budget by July 31, 2023. The coordinator will document work effort to fully implement work plan objectives and activities. 	Failure to complete criteria could result in delay in program continuation and could jeopardize future sub-grant awards.
The Tobacco Coordinator will build and maintain an adult coalition for each county served. Each coalition will be required to meet, at minimum, 6 times per year.	<ol style="list-style-type: none"> The coordinator will establish adult coalitions by December 31, 2023. The coordinator will maintain adult coalitions through duration of the grant. Meet 6 times per year, per coalition. 	Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.

<p>The adult coalitions will meet the following requirements per year:</p> <ul style="list-style-type: none"> • Conduct 12 presentations per coalition, per year to decision makers, thought leaders, and the community on tobacco/nicotine/EN DS, secondhand smoke, and smoke-free policy. 	<p>The coordinator will have completed at least 90% of the activities required as outlined by RFA by the end of each year of funding.</p>	<p>Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator will build and/or maintain two youth centered tobacco and nicotine prevention coalitions for each county served. Each coalition will be required to meet, at minimum, 8 times per year.</p>	<ol style="list-style-type: none"> 1. The coordinator will establish youth coalitions by December 31,2023. 2. The coordinator will maintain youth coalitions through duration of the grant. 3. Meet 8 times per coalition, per year. 	<p>Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator youth coalitions will meet the following requirements per year:</p> <ul style="list-style-type: none"> • Attend at least 4 youth tobacco prevention activities. • Complete at least 33 presentations per coalition, per year. 	<p>The coordinator will have completed at least 90% of the activities required as outlined by RFA by the end of each year of funding.</p>	<p>Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator will conduct educational outreach to the public, worksites, policy makers, community organizations, and other health and public institutions on tobacco prevention and control issues at a minimum of 36 times per year.</p>	<p>The coordinator will complete 100% of the required educational outreach activities for each year of the grant.</p>	<p>Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>

<p>The Tobacco Coordinator will meet the following requirements per year:</p> <ul style="list-style-type: none"> • Attend 12 monthly virtual TPCP meetings. • Complete 125 Be Well visits. • Give 25 presentations on tobacco/nicotine/E NDS to youth. • Participate in 20 community/workplace activities during grant cycle. 	<p>The coordinator will have completed at least 90% of the activities required as outlined by RFA by the end of each year of funding.</p>	<p>Failure to complete these requirements within the time frame will result in applicant completing a performance improvement plan and a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator will present 12 Coral's Reef presentations per fiscal year, to educate adults (parents, teachers, administrators) on youth vaping and prevention, specifically those in grades K-2.</p>	<p>The coordinator will complete, at minimum, 12 presentations by June 30, 2024.</p>	<p>Failure to complete these requirements within the time frame will result in applicant completing a performance improvement plan and a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator will present 18 Coral's Reef presentations per fiscal year, to educate youth, grades K-2, on the dangers of vaping, tobacco, and nicotine use.</p>	<p>The coordinator will complete, at minimum, 18 presentations by June 30, 2024.</p>	<p>Failure to complete these requirements within the time frame will result in applicant completing a performance improvement plan and a probation period of no more than 3 months. Failure to remedy could result in loss of funding.</p>
<p>The Tobacco Coordinator or a Fiscal Representative will request for reimbursement no later than the 15th of each month, every month.</p>	<p>The coordinator will submit invoices, receipts, and all supporting documentation necessary on time to TPCP for reimbursement by monthly deadline.</p>	<p>Failure to complete these requirements within time frame will result in a probation period of no more than 3 months. Failure to remedy could result in delay of reimbursement or loss of funding.</p>

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 Organization Capacity	20	20%	200
E.2 Communication	15	15%	150
E.3 Adult Coalition	20	20%	200
E.4 Youth Coalition	15	15%	150
E.5 Policy	20	20%	200
E.6 Counties Served	10	10%	100
Response Score	100	100%	1000

*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 **ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Applicant **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of an Application Packet signifies the applicant 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

- A. All invoices **shall** be forwarded to:
- Final invoices **must** be submitted to (ADH) within thirty (30) calendar days of contract expiration.
- B. Pursuant to Arkansas Code Annotated 19-4-206, the agency **shall** certify that services have been performed or the goods received prior to payment being authorized and processed.
- C. Additional documentation may be required when submitting invoices for payment.

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 \$500,000.00 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. 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 Arkansas 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.