



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
HHR70058

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCALES AS  
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/09/2007				

BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	948-42			
<p>MANDATORY PRE-BID ON MAY 2, 2007 @ 1:30 PM RM. 220            350 CAPITOL STREET            CHARLESTON, WV            (THE DIAMOND BUILDING)</p> <p>TOBACCO CESSATION QUITLINE SERVICES</p> <p>REQUEST FOR PROPOSAL</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES FOR THE BUREAU FOR PUBLIC HEALTH, DIVISION OF TOBACCO PREVENTION AND THE BUREAU OF MEDICAL SERVICES' MEDICAID PROGRAM IS REQUESTING PROPOSALS FOR A VENDOR TO PROVIDE TOBACCO CESSATION QUITLINE SERVICES.</p> <p>A MANDATORY VENDOR PREBID MEETING IS SCHEDULED FOR MAY 2, 2007 AT 1:30 PM IN ROOM 220 AT 350 CAPITOL ST, CHARLESTON, WEST VIRGINIA 25301. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE SHALL AUTOMATICALLY RESULT IN DISQUALIFICATION. NO ONE PERSON CAN REPRESENT MORE THAN ONE VENDOR.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130



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04/09/2007				

BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p style="text-align: center;"><b>VENDOR PREFERENCE CERTIFICATE</b></p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL,</p>						

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<p>PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p>						

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<p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p>						

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<p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>RFP. NO.:-----HHR70058-----</p> <p>BID OPENING DATE:-----MAY 24, 2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): -----  ***** THIS IS THE END OF RFQ HHR70058 ***** TOTAL: _____						

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**REQUEST FOR PROPOSAL**  
Department of Health and Human Resources  
Bureau for Medical Services  
Bureau for Public Health  
HHR70058

007

**PART 1 GENERAL INFORMATION/TERMS AND CONDITIONS**

- 1.1 **Purpose:**  
The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as State, is soliciting proposal / quotes for the Department of Health and Human Resources, hereinafter referred to as DHHR, the Bureau for Medical Services/ Medicaid, hereinafter referred to as Medicaid, and the Bureau for Public Health's, hereinafter referred to as BPH, Division of Tobacco Prevention, hereinafter referred to as DTP, to solicit proposals from competent and qualified vendors to manage tobacco cessation telephone Quitline services.
- 1.2 **Project:**  
The mission or purpose of the project is to provide tobacco cessation Quitline services to Medicaid recipients, and the DTP portion covers those residents who are uninsured, as well as some targeted, special populations not enrolled in Medicaid (I.E. - pregnant smokers and their immediate household family members who smoke, active and reserve military personnel and their immediate family members, all youth under age 24, all senior residents over age 65, etc.)
- 1.3 **RFP Format:**  
This RFP has four parts. "Part 1" contains general information/terms and conditions, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and special terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State shall use in evaluating the proposals received, and how the evaluation shall be conducted.
- 1.4 **Inquiries:**  
Additional information inquiries regarding specifications of this RFP shall be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification shall be addressed to:

Roberta Wagner, Senior Buyer  
Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
E-mail: rwagner@wvadmin.gov

**Absolutely NO contact shall be made by the vendor with any member of the evaluation committee.** Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

- 1.5 **Vendor Registration:**  
Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the successful bidder shall register and pay the fee prior to the award of an actual purchase order/contract.



1.6 **Oral Statements and Commitments:**

Vendor shall clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 **Economy of Preparation:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 **Labeling of RFP Sections:**

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 **Mandatory Requirements.**

The mandatory sections included in Parts 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "shall", "must, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 **Contract Terms and Conditions:**

This Request for Proposals contains all the contractual terms and conditions under which the State of West Virginia shall enter into a contract.

1.8.3 **Informational Sections:**

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 **Proposal Format and Submission:**

1.9.1 Vendors shall complete a response to all mandatory specifications in order to be considered. Each proposal should be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

1.9.2 State law requires that the original technical and cost proposal be submitted to the Purchasing Division. All proposals shall be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFP as the opening date. All bids shall be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. Any proposal received after the bid opening date and time shall be immediately disqualified in accordance with State law and the administrative rules and regulations.

**Submit:** One original technical and cost plus seven (7) convenience copies to:

Purchasing Division  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: RW-22  
RFP#: HHR70058  
Opening Date: May 24, 2007  
Opening Time: 1:30 P. M.

**1.9.4. Best Value Purchasing Standard Format**

All Requests for Proposals should follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

1.9.4.1 Evaluation Criteria: All evaluation criteria shall be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and shall not be opened initially.

1.9.4.3 Technical Bid Opening: The Purchasing Division shall open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative shall read aloud the names of those who responded to the solicitation. The Purchasing Division Buyer shall confirm that the original packages contain a separately sealed cost proposal prior to providing the courtesy copies to the agency to begin the evaluation process.

1.9.4.4 Technical Evaluation: The pre-selected, approved evaluation committee shall review the technical proposals, deduct appropriate points for deficiencies and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approves the committee's recommendation, the technical evaluation shall be forwarded to an internal review committee within the Purchasing Division.

1.9.4.5 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.6 Cost Evaluation and Resident Vendor Preference: The evaluation committee shall review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. In accordance with West Virginia State Code §5A-3-37, the Purchasing Division shall make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and shall be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.

1.9.4.7 Contract Approval and Award: After the cost proposals have been opened, the evaluation committee completes its review and prepares the final evaluation making its recommendation for

contract award based on the highest scoring vendor. The final evaluation is submitted to the Purchasing Division buyer. Once approved by the buyer, the final evaluation shall be reviewed and approved by the Purchasing Division internal review committee. The contract is prepared and signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

**1.10 Rejection of Proposals:**

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

**1.11 Incurring Costs:**

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

**1.12 Addenda:**

If it becomes necessary to revise any part of this RFP, an official written addendum shall be issued by the State to all bidders of record.

**1.13 Independent Price Determination:**

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

**1.14 Price Quotations:**

The price(s) quoted in the bidder's proposal shall not be subject to any increase and shall be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

**1.15 Public Record:**

**1.15.1 Submissions are Public Record.**

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

**1.15.2 Written Release of Information.**

All public information may be released with or without a Freedom of Information request, however, only a written request shall be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

**1.15.3 Risk of Disclosure.**

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the

vendor. The State shall make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

**1.16 Schedule of Events:**

Release of the RFP.....	04-13-07
Vendor's Written Questions Submission Deadline. ....	05-03-07
Mandatory Prebid Conference .....	05-02-07
Addendum Issued/ Response to Questions.....	05-10-07
Bid Opening Date .....	05-24-07

**1.17 Mandatory Prebid Conference:**

A mandatory prebid conference shall be conducted on the date specified above at 1:30 P.M. Said conference shall be held at 350 Capitol Street, Room 220, Charleston, WV 25301. All interested bidders are required to be present at this meeting. Failure to attend the mandatory prebid conference shall automatically result in disqualification. No one person can represent more than one vendor.

**1.18 Affidavit:**

West Virginia State Code §5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit shall be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

**1.19 General Terms and Conditions:**

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in this RFP.

**1.19.1 Conflict of Interest:**

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

**1.19.2 Prohibition Against Gratuities:**

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**1.19.3 Certifications Related to Lobbying:**

Vendor certifies that no federal appropriated funds have been paid or shall be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

#### 1.19.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

#### 1.19.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

**1.19.6 Contract Provisions:**

After the successful Vendor is selected, a formal contract document shall be executed between the State and the Vendor. In addition, the RFP and the Vendor's response shall be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

**1.19.7 Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

**1.19.8 Compliance with Laws and Regulations:**

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

**1.19.9 Subcontracts/Joint Ventures:**

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State shall consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

**1.19.10 Term of Contract & Renewals:**

This contract shall be effective upon award and shall extend for the period of one (1) year, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate shall not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

**1.19.11 Non-Appropriation of Funds:**

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

**1.19.12 Contract Termination:**

**1.19.12 Contract Termination:**

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

**1.19.13 Changes:**

If changes to the original contract become necessary, a formal contract change order shall be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price shall be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

**NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.**

**1.19.14 Invoices:**

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract.

**1.19.15 Record Retention (Access & Confidentiality):**

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.

Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

## PART 2 OPERATING ENVIRONMENT

### 2.1 Location:

The Bureau for Medical Services and the Bureau for Public Health are located at 350 Capitol Street, Charleston, West Virginia 25301.

### 2.2 Background:

The adult population of the State of West Virginia, based on the 2000 Census, is approximately 1,800,000. Based on the smoking rate reported in the 2005 West Virginia Behavioral Risk Factor Survey of 26.9 percent, there are an estimated 456,000 adult tobacco users in the state. Please note this figure only includes smokers, not smokeless tobacco users. According to Telephone Quitlines: A Resource for Development, Implementation and Evaluation, (September 2004) it can be assumed that approximately two percent of the state's adult population shall call the Quitline each year.

The 2005 West Virginia Adult Tobacco Survey's (ATS) Main Findings & Conclusions find that:

*Overall Conclusion:* Tobacco use was reported in a minority of the state's adults, and cigarette smoking and smokeless tobacco use were the predominant types of tobacco use. Most of those addicted to tobacco would like to quit. Smoking use restrictions were reportedly in place in a high percentage of both homes and workplaces.

*Overview of Cigarette Use:* Three out of four adults living in West Virginia do not smoke: 75% of adult West Virginians do not or no longer smoke. Men have a higher prevalence of smoking than do women (27.9% for men; women 23.0%). Over half (51%) of West Virginians report that they have never smoked tobacco products.

*Overview of Smokeless Tobacco Use:* A high percentage of adults in West Virginia use smokeless tobacco: 16% of males and 3% of females report using smokeless tobacco.

*Overview of BOTH Smoking and Smokeless Tobacco Use (Poly-tobacco Users):* A staggering number of West Virginia adults use both smoking and smokeless tobacco products: Of current smokers, 22% report that they also use smokeless tobacco in certain situations. This includes 28% of male smokers and 15% of female smokers.

Most of West Virginia's smokers want to quit: Nearly half of all smokers in West Virginia in 2005 made a quit attempt during the 12 months prior to the survey, and 15% of these smokers reported they were successful in their quit attempt. Almost 54% of current smokers report they are seriously considering quitting within six months, and, of these, 40% plan to quit within 30 days. Sixty percent of smokers do not have immediate plans to quit, but do expect to quit sometime in the future.

The West Virginia Tobacco Quit Line began operations in 2000 when the West Virginia Public Employee's Insurance Agency and Medicaid programs in West Virginia contracted to develop and administer a telephonic coaching tobacco cessation program that offered nicotine withdrawal therapy. In March 2002, the BPH joined in sponsoring the program by expanding services to the uninsured (No Insurance) and private insured citizens (Other Insurance), thus providing a statewide tobacco cessation service to all citizens of West Virginia. However, in 2003 due to financial constraints funding for private insurers was limited. Thus in 2005 the Quit Line was a quasi-statewide program. Since 2000 the program has enrolled over 41,000 West Virginians for a cumulative penetration rate of 10.6% of the state's cigarette smoking population; in 2005 alone, the program reached 1.6% of the state's cigarette smoking population. Medicaid averages 3,800 enrollees per year and DTP averages 3,330 enrollees per year.



**PART 3 PROCUREMENT SPECIFICATIONS****3.1 General Requirements:****3.2 SCOPE OF WORK:**

The vendor shall implement a no-charge to the caller, convenient telephone-based tobacco use cessation helpline to assist West Virginians with quitting smoking and/or using other tobacco products. As appropriate to each individual's readiness to quit, the Quitline shall provide screening, assessment, proactive counseling, support materials and referrals to community based cessation programs when and if community programs are available.

The Quitline shall provide services in the following areas:

- 3.2.1 Vendor shall provide for member and registration eligibility authentication addressing Medicaid/DTP verification and benefit limits. The vendor shall be readily able document services and to bill Medicaid using CMS 1500 (or other designated Federal) billing criteria.
- 3.2.2 Vendor shall provide a simple, no-cost point of access to services to assist tobacco users in quitting by providing screening and assessment of readiness to quit, counseling and advice, support materials, information on the U.S. Public Health Service recommendations on the use of pharmacological cessation aids and referral to community-based services as appropriate.
- 3.2.3 Vendor shall provide screening of applicants' readiness to quit. The Quitline shall assist the caller to develop a personalized quit plan, provide comprehensive, proactive, phone-based behavioral counseling to interested enrollees, linkage with available health plan coverage for tobacco dependence treatment, and/or referral to community-based services, if desired and available. For those not ready to quit, vendor shall assure provision of appropriate motivational materials.
- 3.2.4 Through established protocols for Division of Tobacco Prevention enrollees, the Quitline shall obtain, stock, and deliver non-prescription Nicotine Replacement Therapy (NRT) through mail or other delivery services. Non-prescription Nicotine Replacement Therapy (NRT) shall be in the form of gum, lozenges, and/or patches.
- 3.2.5 For healthcare professionals, the Quitline shall provide technical assistance and consultation on a variety of effective tobacco dependence treatment issues. Topics may include up-to-date information about Nicotine Replacement Therapy (NRT) or other cessation aids, implementation of in-office procedures following the Public Health Services Clinical Practice Guidelines on Treating Tobacco Use and Dependence, complicated patient case management issues, and community-based tobacco cessation programs.
- 3.2.6 To facilitate effective evaluation of the Quitline, the Vendor shall work collaboratively with Medicaid and the Division of Tobacco Prevention. Quitline evaluation is to be conducted by an independent sub-vendor, at the vendor's cost, to verify tobacco use status and measure client satisfaction. For DTP enrollees, a follow-up evaluation and client satisfaction calls may be made to a random sample of callers meeting evaluation criteria after the receipt of services, at 6 and 12 months – for Medicaid members a 6 month evaluation will suffice.
- 3.2.7 Vendor must establish and maintain a web-based cessation and information service. All website content shall be approved by Medicaid / DTP before it is made available on the site. Pages shall be reviewed and updated (if appropriate) on at least a quarterly basis.

Medicaid / DTP shall retain ownership of the website that pertains to West Virginia specific information.

### **3.2.8 Performance Standards**

#### **3.2.8.1 System Capability**

Vendor should meet the following standards for the operation of the West Virginia Tobacco Quitline.

- 3.2.8.1.1 The vendor should assure core functionality to provide qualified personnel, facilities and equipment necessary to provide a toll-free telephone service.
- 3.2.8.1.2 The system should be able to handle multiple, simultaneous incoming and out-going calls. Automated answering systems may only be used when Quitline personnel are unavailable (after hours, all personnel busy with other calls). Systems should offer a strong, scalable communications server, automatic call distribution functionality, real-time monitoring of overall activity as well as individual calls, collection, analysis and reporting of data, and telephonic integration allowing information exchange between voice and data systems.
- 3.2.8.1.3 Office space should accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer hardware. A TDD line should be available to provide services to the hearing impaired.
- 3.2.8.1.4 Highly Desirable: The vendor should work with the Medicaid and DTP staffs to determine the best option for coordination with the National Network of Quitlines, the North American Quitline Consortium, and any other Quitlines or support resources that may be available to West Virginians during this contract period.

#### **3.2.8.2 Hours of Operation**

- 3.2.8.2.1 The vendor should assure a system infrastructure to provide live response for a minimum of 76 hours per week. Recorded information and callback capacity is required for the remaining 92 hours of the week.
- 3.2.8.2.2 At a minimum, the vendor should offer live hours of operation from Monday through Friday from 8:00 a.m. to 8:00 p.m., and Saturdays and Sundays from 8:00 a.m. to 4:00 p.m. All times listed as Eastern Time.
- 3.2.8.2.3 Peak times for calls should be continuously monitored, and hours of live staffing should be modified accordingly to meet peak volume times. Volume should be assessed during live hours of coverage, hours outside of live coverage, and as needed in collaboration with media events.
- 3.2.8.2.4 Operation is not required for Independence Day, Thanksgiving Day, and Christmas Day, however coverage is expected for other holidays, especially New Year's Day. Early closure at 2:00 p.m. on Christmas Eve, and 5:00 p.m. on New Year's Eve, is acceptable.

#### **3.2.8.3 Call Standards and Phone Center System Capacity, Expandability**

Vendors should strive to achieve the following performance measures to assess the incoming call center capability:

- 3.2.8.3.1 90% of calls received during operating hours to the West Virginia Tobacco Quitline should receive a live response.
- 3.2.8.3.2 The average live answer speed should be within 30 seconds.
- 3.2.8.3.3 Less than 5% abandonment for calls waiting greater than 30 seconds - following the

initial client queue message.

- 3.2.8.3.4 100% of self-help materials should be sent within one day of registration.
- 3.2.8.3.5 95% of voicemail messages should be initiated for return within one day.
- 3.2.8.3.6 70 to 80% of callers interested in speaking with a Quitline Specialist should be transferred directly after completing registration. The remaining 20 to 30% should be contacted within the time frame that the participant requests.

#### **3.2.8.4 Staffing**

- 3.2.8.4.1 A staffing plan should be in place that provides a live call response for at least 76 hours per week, and provide for trained behavioral health specialists. Highly Desirable: Counselors with degrees in social or behavioral health fields with a minimum of two years of counseling experience would be preferred.
- 3.2.8.4.2 Highly Desirable: Vendor should assure a ratio of at least one supervisor to every 10 to 15 counselors, and provide adequate orientation and ongoing training for all staff.
- 3.2.8.4.3 The Department of Health and Human Resources reserves the right to reject any staff proposed or later assigned to the project and require the successful vendor to remove them from the project. Whenever possible, the successful vendor shall notify the Department two (2) weeks prior to replacing any key staff. Vendor shall have a clinical and/or medical director who is available, as needed, to provide technical assistance and oversight.
- 3.2.8.4.4 Staff Training – All Quitline staff and phone coaches are to receive on-going training in order to maintain maximum understanding and comprehension of accepted industry standards. Training activities should include both internal and external training and educational resources. All phone center staff is to be extensively trained on contract specifications and changes, customer service, tobacco cessation, and core coaching competencies, including but not limited to Emotional Intelligence and Motivational Interviewing techniques.

#### **3.2.8.5 Data and Reporting Services**

- 3.2.8.5.1 A computerized tracking system to document Quitline activity shall be able to accurately tabulate discrete individuals, services provided, caller demographics and other characteristics including all referrals into and out of the system
- 3.2.8.5.2 The system shall be able to produce reports on the types and amounts of services provided per caller, call patterns by time of day, day of week and month.
- 3.2.8.5.3 The Vendor shall collect data that measures the performance of the vendor in terms of waiting time for callers, volume of calls received during times when a live answer is not available, and abandonment rates.
- 3.2.8.5.4 The Vendor shall send a monthly report attached to the monthly invoice to the Medicaid / DTP staff and submit an electronic copy of the monthly report as well. Quarterly reports and an Annual Summary of standardized reports that provide aggregate data by county shall also be submitted in the same manner.
- 3.2.8.5.5 The vendor is required to become a member of the North American Quitline Consortium (NAQC) and attend its meetings and technical assistance updates. Vendor shall be required to use the NAQC minimal data set (MDS) recommended elements included in current month and year-to-date reporting.  
<http://naQuitline.org/index.asp?dbid=2&dbsection=research>

**3.2.8.6 Call Data and Database** (See Section 3.2.8.5.5)

Vendor shall be required to capture (at minimum) the following data and have a readily accessible reporting database for reporting required data elements for monthly reports to include current month and contract year-to-date for the following:

- 3.2.8.6.1 Total incoming calls
- 3.2.8.6.2 Live response rate
- 3.2.8.6.3 Average speed of answer
- 3.2.8.6.4 Messages left
- 3.2.8.6.5 Number of callers registered for services by type of caller (tobacco user, proxy and provider)
- 3.2.8.6.6 First time callers vs. repeat callers
- 3.2.8.6.7 Other calls (calls not resulting in enrollee, general public/info, prank, wrong number, etc.)
- 3.2.8.6.8 Tobacco users by stage of readiness to quit
- 3.2.8.6.9 Tobacco users by type of tobacco
- 3.2.8.6.10 Pregnancy status (pregnant, breastfeeding, planning pregnancy)
- 3.2.8.6.11 Tobacco users enrolled by city and county
- 3.2.8.6.12 Tobacco users by race
- 3.2.8.6.13 Tobacco users by ethnicity
- 3.2.8.6.14 Tobacco users by gender
- 3.2.8.6.15 Tobacco users by age
- 3.2.8.6.16 Tobacco users by education
- 3.2.8.6.17 Tobacco users by language
- 3.2.8.6.18 Enrollment by city and county
- 3.2.8.6.19 Caller type by city and county
- 3.2.8.6.20 "How heard about responses" to Quitline by city and county
- 3.2.8.6.21 Was there a 'special' media program cited as why the Quitline was called
- 3.2.8.6.22 Callers by health plan/insurance
- 3.2.8.6.23 Provider advice to quit
- 3.2.8.6.24 Smoking policy in home
- 3.2.8.6.25 Total services provided in current month (current month's registrants) by Medicaid and/or DTP
- 3.2.8.6.26 Services provided to providers in current month
- 3.2.8.6.27 Services provided to proxy callers in current month
- 3.2.8.6.28 Services provided to members/enrollees during month, regardless of registration date
- 3.2.8.6.29 Quit Kits sent to registrants (number by type)
- 3.2.8.6.30 NRT sent to enrollees for DTP members only. (number, type, dosage)
- 3.2.8.6.31 On a quarterly basis, reports also shall include:

- race by county
- gender by county
- ethnicity by county
- caller type by county
- and others to be determined as needed

### **3.2.8.7 Technical Assistance for and Promotion to Healthcare Professionals**

The vendor should be capable of communicating and providing technical assistance and advice to healthcare professionals who call the Quitline.

### **3.2.8.8 Referral Database and Feedback**

3.2.8.8.1 The vendor should maintain a computerized, monthly updated, referral resource database of available cessation services other than the Quitline.

3.2.8.8.2 The vendor should have an informational database tobacco cessation services to assist clients.

### **3.2.8.9 Support and Educational Materials**

For both DTP and Medicaid, the vendor shall provide and distribute cessation support and educational materials that address self-help cessation techniques for tobacco users.

### **3.2.8.10 Quitline Media Campaigns**

Medicaid / DTP and/or the DHHR media vendor shall provide as much advance notice as possible to the vendor about Quitline campaigns and media events. A minimum of one to two weeks notice shall be provided on all paid media campaign activities.

### **3.2.8.11 Quality Assurance Plan**

3.2.8.11.1 The vendor should follow a comprehensive quality improvement plan.

3.2.8.11.2 It shall be expected that on-going reports and evaluation (through various informational meetings) shall provide for process and performance improvement strategies.

3.2.8.11.3 Medicaid / DTP may make "secret shopper" calls to verify service quality, and shall provide feedback to the Quitline on the results of those calls to facilitate quality improvement. If calls are made, Medicaid / DTP shall provide the Quitline vendor with the identifying information for each "secret shopper" and the Quitline shall assure that the calls are removed from the main data reports, evaluation database, and invoice. The vendor shall keep a record of these calls in the database for documentation purposes only.

### **3.2.8.12 Surveillance and Evaluation (See Section 3.2.6)**

#### **3.2.8.12.1 Medicaid**

In addition to routine monthly and year-to-date dataset reporting, Medicaid shall require at a 6 month interval post services quit rates for its enrolled members to be included in the cost of service.

#### **3.2.8.12.2 DTP**

Six month and 12 month post surveys on a randomized sample of each month's enrollment population.

3.2.8.12.3 The Vendor shall produce a written annual report based upon evaluation findings from an on-going evaluation and the collected call data.

### 3.3 Special Terms and Conditions:

3.3.1 Bid and Performance Bonds: Not required.

3.3.2 Insurance Requirements:

The Vendor, as an independent contractor, is solely liable for the acts and missions of its employees and agents. Proof of insurance shall be provided by the Vendor at the time the contract is awarded. The Vendor shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of the Vendor, its agents and employees in the following amounts:

- a) For bodily injury (including death):  
Minimum of \$500,000.00 per person, \$1,000,000.00 per occurrence.
- b) For property damage and professional liability:  
Minimum \$1,000,000.00 per occurrence.

3.3.3 License Requirements:

Provide certification that it is registered with the Secretary of State's Office to do business in West Virginia; provide evidence it is in good standing with the State Bureau of Employment Programs as to Unemployment Compensation coverage and Worker's Compensation coverage or exempt from such coverage.

3.3.4 HIPAA Business Associate Addendum

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR§160.103) and shall be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

3.3.5 Debarment and Suspension:

Vendor shall not be considered in proposal process if debarred or suspended. Vendor shall certify that they are not debarred or suspended. Successful vendor shall certify that no entity, agency or person associated with the vendor is debarred or suspended

--- End of Part 3 ---

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**PART 4 PROPOSAL FORMAT****4.1 Vendor's Proposal Response Format:**

The vendor proposal response should be formatted in the same order as given below.

**A. Title Page** – Vendor is to provide the following information: the RFP Subject and RFP number, the name of the Vendor, Vendor's business address, telephone number, and name of authorized contact person to speak on behalf of the Vendor, dated and signed.

**B. Table of Contents** - Clearly identify the material by section and page number.

**Section I - Company Experience/ Project Work Plan**

- A. Vendor shall provide credible, detailed evidence of their related experience and capabilities in providing the required services. Vendor shall provide details of:
- a) the background, size and location of the company/ organization.
  - b) the experience and capabilities of the company/ organization which qualify and enable them to provide the service.
  - c) demonstrated successful experience in managing a telephone cessation Quitline.
  - d) experience in delivering tobacco cessation programs; including demonstrated successful experience with research based tobacco cessation screening and counseling; documented NRT procurement and distribution; and billing of Medicaid.
  - e) demonstrated successful experience in delivering and achieving quit rates for both smoking AND spit/smokeless tobacco use using an "intent-to-treat analysis". *These quit rates should be documented in NAQC-recommended standards.* Vendor is to include an "intent-to-treat analysis" as submission for this proposal.
- B. **Project Work Plan:** Vendor shall provide a proposed work plan discussing its equipment and personnel capabilities to implement the Quitline services from the date of award to "go live" date. The work plan shall demonstrate a clear grasp of the overall project and services to be provided, with specific action steps/milestones that shall guarantee the successful operation of the services. This work plan shall detail how the vendor shall perform/complete the services required in Part 3.2 of this RFP.

**Section II – Technical Ability**

- A. Vendor shall provide a written response to demonstrate their ability to provide counseling services to DTP enrollees and Medicaid members and for receiving and communicating referrals from health care providers to DTP and Medicaid. (See Part 3.2.2)
- B. Vendor shall describe the following actions for DTP or Medicaid:
- a) Intake and counseling protocols for the first contact during live hours; as well as outside of live hours of coverage.
  - b) Set protocols to triage the caller's need for services.
- Set protocols to assess a tobacco user's readiness to quit. For callers ready to quit, detail how the following shall be provided:
- 1) Registration for services.
  - 2) Initial counseling for successful quitting.
  - 3) Provision of self-help materials or other resources.
  - 4) Assessment of caller's interest in proactive cessation counseling.

- 5) Assessment of caller's insurance status and feedback to the caller about the availability of tobacco dependence treatment coverage through their employer or under their current plan.
- C. Detailed description of how comprehensive, proactive follow-up cessation counseling shall be provided, including evidence that this counseling is based on scientifically-proven and nationally-accepted standard protocols demonstrated to be effective in supporting people as they cease the use of tobacco products and in preventing relapse. Response shall address both DTP enrollees and Medicaid members and include counseling steps (that will be reflected in the service pricing) per telephone call.
- D. Detailed description of unique protocols, if available, for each of the following specific populations:
- 1) Medicaid eligible.
  - 2) Uninsured.
  - 3) Underinsured.
  - 4) Pregnant women.
  - 5) Senior adults, aged 65 and older.
  - 6) Spit / smokeless tobacco user (and product type).
  - 7) Poly-tobacco user.
  - 8) Military.
  - 9) Youth (under 18 approved by physician, non-college, college, etc.)
  - 10) Other diverse low socio-economic, ethnic, racial, and/or cultural minorities.
- a) Detailed description of how services shall be provided to callers with limited English proficiency, limited education, or other socio-economic or language barriers.
- b) Detailed description of how vendor shall refer callers who are not covered by Quitline services to local entities to access other tobacco dependence treatment resources, if available, or to their healthcare professional for other medical follow-up as appropriate.
- c) Detailed description of protocols for referral to community-based services.
- E. Telephone System: Vendor shall provide a description of their current telephone system, including its capacity, features, reporting ability, and the ability to expand.
- F. Quality Assurance Plans: Vendor shall provide a quality assurance plan to assure high quality services are maintained. The quality assurance plan shall describe the procedures, standards, and measures to be used to ensure quality. It shall also discuss how the organization's performance in the various areas of quality assurance is to be reported, how the reported data should be interpreted, and how that information shall be used not only to maintain the quality of services, but to improve them as well. (See Part 3.2.6)
- G. Bidders shall describe how they will: (See Part 3.2.7)
- a) Develop, produce and customize information for the website to provide support and cessation materials and information to tobacco users and non-tobacco users.
  - b) Develop, produce and customize information for the Website to serve as a hub for receiving information on local cessation resources. The Website shall be a resource for the public, health care providers, local tobacco prevention coalitions, and local health departments. The section of the Website that identifies local resources for cessation shall include a disclaimer indicating that an appearance of a program does not represent an endorsement of these services.

### Section III – Clinical Capability

- A. Vendors shall provide resumes of qualified staff to be assigned to the project and a staff organizational chart. Vendors shall identify key personnel assigned to the project; their experience with Quitline



services; and list of other accounts for which the individual shall be responsible in addition to West Virginia.

- B. Vendor shall describe their minimum qualifications for Quitline counselors and training provided to the counselors.
- C. Vendor shall describe documented, minimum smokeless and smoking tobacco product protocols for the Nicotine Replacement Therapy (NRT).

**Medicaid Participant's Protocol:**

The vendor must detail how they shall perform the following:

- i Verify Medicaid eligibility status for each Medicaid member before enrollment. (Medicaid cannot reimburse for any service unless the person is a Medicaid member.)
- ii Pharmacological therapy verified for eligibility with Medicaid's vendor Rational Drug therapy.
- iii Counseling therapy verified for eligibility with Rational Drug Therapy.
- iv Vendor will follow Medicaid's policy for NRT. (See WVDHHR website for BMS Pharmacy Policy Manual )

**DTP Participant's Protocol:**

The vendor must detail how they shall perform the following:

- i Vendor shall provide Nicotine Replacement Therapy (NRT) via the Quitline services to all appropriate enrollees identified by established enrollee protocol.
  - ii Protocols for how callers shall receive information on pharmacological cessation therapies, how Nicotine Replacement Therapy (NRT) shall be identified, approved, and initiated for each client, and how it shall be provided via the Quitline.
  - iii Vendor shall have a protocol and delivery system to provide for NRT for all DTP enrollees, including delivery to each enrollee's home in two separate 4-week supply portions.
  - iv Vendor shall have a medical director with established roles in working with Quitline staff and identified enrollees to resolve any complex issues involving NRT therapy.
- D. The vendor shall provide samples of educational and support materials as part of this RFP. (See Part 3.2.3)

**Section IV - Cost Proposal**

The cost proposal, with the vendor's name, title, date and signature shall be in a separately sealed envelope and be attached there to the front of the technical proposal and shall contain:

- a) The itemized pricing for the various services and the total amount proposed based upon the estimated client volume. The pricing quoted shall contain all direct and indirect costs including travel and out of pocket expenses.
- b) The factors involved in calculating that amount, including any hourly rates of staff, together with a breakdown of all costs and estimated hours of work associated with the staffing affiliated with the proposal.
- c) Vendor is to submit costs on the cost proposal sheet. The vendor may make revisions to the cost sheet to reflect their program, but must maintain original formatting.

**4.2 Evaluation Process:**

4.2.1 Method of Evaluation:

The proposals shall be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors one hundred (100 points maximum) shall be awarded the contract. The selection of the successful vendor shall be made by a consensus of the evaluation committee.

**4.3 Evaluation Criteria:**

The following are the evaluation factors and maximum points possible for technical point scores:

Section I	Vendor Experience (Part 4, Section I)	20	Points Possible
Section II	Technical Requirements (Part 4, Section II)	25	Points Possible
Section III	Clinical Capability (Part 4, Section III)	25	Points Possible
Section IV	Cost (Part 4, Section V)	30	Points Possible
	<b>TOTAL</b>	<u>100</u>	Points Possible

Each cost proposal shall be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

**4.4 Minimum Acceptable Score:**

Vendors shall score a minimum of 70% of the total technical points. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State shall select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

Description of Service		Pricing of Service	Unit of Measure	Estimated Volume	Division of Tobacco Prevention	Medicaid
<b>A. Division of Tobacco Prevention Program Services</b>					▽	
1	Eligibility Verification		Per enrolled person	3330		
2	Extended phone coach service: Counseling services, educational materials, phone costs for up to 4 calls per DIVISION OF TOBACCO PREVENTION enrollee.					
	First telephone Call		per call	2500		
	Second Telephone Call		per call	2500		
	Third Telephone Call*		per call	2000		
	Fourth Telephone Call**		per call	1500		
3	Nicotine Replacement Therapy (4 wks supply)					
	A. Nicotine Patch. (4 weeks supply)		Per shipment**	3800		
	B. Nicotine gum. 2mg Gum.		Per shipment**	300		
	C. Nicotine gum. 4mg Gum.		Per shipment**	600		
	D. Nicotine Lozenge.		Per shipment**	300		
<b>Sub-total for Division of Tobacco Prevention =</b>						
<b>B. Medicaid Program / Other Insurance</b>						▽
1	Eligibility Verification/Enrollment:		Per enrolled member	3800		
2	Extended phone coach service: Counseling services, educational materials.					
	First telephone Call		per call	2500		
	Second Telephone Call		per call	2500		
	Third Telephone Call*		per call	2000		
	Fourth Telephone Call**		per call	1500		
	Ad Hoc Call		per call	1000		
<b>Sub-total for Medicaid Program =</b>						
<b>Above Total for (A) Division of Tobacco Prevention + (B) Medicaid Program =</b>						

Vendor Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_

\* Vendor shall provide a formula for non-compliant attempts on 2<sup>nd</sup> and 3<sup>rd</sup> calls.

\*\* Per shipment defined as one four week supply of NRT delivered to enrollee after eligibility verified, and a second four week supply delivered only when requested by the enrollee. This system of delivery has been used successfully in the past to decrease non-compliance of enrollees.

# A F F I D A V I T

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**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:**

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# West Virginia Department of Health & Human Resources FEDERAL PROGRAM PARTICIPATION ACKNOWLEDGMENT, AUTHORIZATION, CONSENT, AND RELEASE

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No person who is currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs shall be hired by the West Virginia Department of Health and Human Resources.

I am  am not  currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

I authorize and consent to a background check by the West Virginia Department of Health and Human Resources specifically to determine whether I am currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs. If hired, I also agree to periodic conduct of additional such background checks during the course of employment by the West Virginia Department of Health and Human Resources.

I release any persons and the West Virginia Department of Health and Human Resources and its agents, officials, representatives, employees, officers, or related personnel both individually and collectively, from any and all liability for damages of any kind that may result because of compliance with this acknowledgment and authorization.

For positive identification purposes, the following information is required when conducting a background check. This information is confidential and will not be used for any other purposes (**please print**):

**Name**

\_\_\_\_\_  
*last name*

\_\_\_\_\_  
*first name*

\_\_\_\_\_  
*middle initial*

**Maiden/Other Names**

\_\_\_\_\_  
*(This should include other married names by which you have been known.)*

**Current Address**

\_\_\_\_\_  
*street/box#*

\_\_\_\_\_  
*city*

\_\_\_\_\_  
*state*

**NOTE: Your social security card must be presented for verification purposes.**

**Social Security #**

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**Date of Birth**

\_\_\_\_/\_\_\_\_/\_\_\_\_  
*month/day/year*

**Driver's License Number**

\_\_\_\_\_

**State of Issue**

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**EMPLOYING UNIT INFORMATION**

Office/Facility/Region/District \_\_\_\_\_

Contact Person \_\_\_\_\_

Fax Number \_\_\_\_\_

Phone Number \_\_\_\_\_

**FOR OPS USE ONLY**

HHS Match Outcome  Positive  Negative

Negative

GSA Match Outcome  Positive  Negative

Negative

Initial \_\_\_\_\_

Date \_\_\_\_\_