



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
EHP10067

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

HEALTH AND HUMAN RESOURCES
 BPH - EPIDEMIOLOGY AND
 HEALTH PROMOTION
 350 CAPITOL STREET, ROOM 206
 CHARLESTON, WV
 25301-3715 304-558-9100

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
12/28/2009				

BID OPENING DATE: 01/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		948-42		
TOBACCO CESSATION QUITLINE SERVICES TO PROVIDE TOBACCO CESSATION QUITLINE SERVICE TO A SPECIFIC POPULATION. (SEE ATTACHED FOR COMPLETE COMPLETE SPECIFICATIONS.) LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO ONE (1) ONE (1) YEAR PERIOD.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **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 agency 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.



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<p>CANCELLATION: 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>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: 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>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 1/12/2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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PROPERTY

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
E-MAIL: ROBERTA.A.WAGNER@WV.GOV						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----RW/FILE 22-----						
RFQ. NO.:-----EHP10067-----						
BID OPENING DATE:-----1/28/2010-----						
BID OPENING TIME:-----1:30 PM-----						

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BID OPENING DATE: 01/28/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 EHP10067 ***** TOTAL: _____						

SIGNATURE			TELEPHONE		DATE
TITLE		FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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Part 1 PURPOSE

1.1 PURPOSE

To solicit bids from competent and qualified vendors to provide tobacco cessation quitline services including telephone counseling, educational materials and intake/evaluation services to the West Virginia Department of Health and Human Resources (Department) Office of Community Health Systems and Health Promotion and the Division of Tobacco Prevention (DTP). This is a special two year project funded by ARRA (stimulus) funds provided by the Centers for Disease Control (CDC) and will target tobacco using 18-34 year olds in West Virginia.

1.2 BACKGROUND

West Virginia (WV) has significantly high tobacco usage prevalence (for both spit and smoking tobacco) in its 18 – 34 year old population. This disparate target population represents 21.5% (approximately 390,000) of the overall State population. Additionally, this group represents 22.2% (nearly 197,000 men) of the overall male population (nearly 197,000) and 20.7% (192,000 women) of the overall female population. Combined Behavioral Risk Factor Surveillance Survey (BRFSS) data from 2006/2007/2008 specific for the 18 – 34 year old population reveals that: 36.9% are current smokers.

Combined WV Adult Tobacco Survey (WVATS, 2005 – 2008) data are similar to the BRFSS data, in that it reveals that 35.3% of West Virginia's 18 – 34s are smokers. For males, the ATS prevalence of current smokers is 34.6%; for females the prevalence of current smokers is 36.0%. Of the 18 – 34's that are also determined to be low SES, 52.2% are current smokers. The WVATS also includes the following data on smokeless tobacco use for 18 – 34's: the male prevalence in this age is 22.9%; and 2.7% of females now report smokeless use.

According to current data this is a population who does not normally utilize quitline services. Members of this age group frequently retreat back to their nicotine addiction. DTP's goal is to increase by 48% the number of 18-34 year olds who enroll for quitline services by providing specialized media and social networking venues, and will develop new measures and protocols for follow-up and to address recidivism.

Part 2 CONTRACTURAL SERVICES

2.1 REQUIRED SERVICES

The vendor must be able to provide DTP and the CDC with specific data as it pertains to this population of WV adults who call the quitline, enroll for quitline services, quit using tobacco products and who stay quit after six and twelve months. The CDC also requires special financial reports and strongly suggests that all ARRA funds be placed in a special, separate account in state tobacco budgets to ensure accurate and timely financial and program/project reporting. The CDC also requires vendors to maintain separate accounting for these funds.

A. Enrollment/Eligibility Verification:

Vendor must, during the two year project period, enroll 600 18-34 year old West Virginian's for Quitline services which include 4 telephone counseling calls and educational materials. Vendor shall provide for member and registration eligibility authentication addressing DTP verification and benefit limits.

B. Screening for Readiness to Quit

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.

C. Data and Reporting Requirements:

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.
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. 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.
4. The Vendor shall send a monthly report attached to the monthly invoice to 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.

D. Call Data and Database

Vendor shall be required to provide transparent access to all quitline data to DTP, meaning the vendor will provide an easily accessible portal to vendor database for inquiry purposes.

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:

1. Total incoming calls
2. Live response rate
3. Average speed of answer
4. Messages left
5. Number of callers registered for services by type of caller (tobacco user, proxy and provider)
6. First time callers vs. repeat callers
7. Other calls (calls not resulting in enrollee, general public/info, prank, wrong number, etc.)
8. Tobacco users by stage of readiness to quit
9. Tobacco users by type of tobacco
10. Pregnancy status (pregnant, breastfeeding, planning pregnancy)
11. Tobacco users enrolled by city and county
12. Tobacco users by race
13. Tobacco users by ethnicity
14. Tobacco users by gender
15. Tobacco users by age
16. Tobacco users by education

17. Tobacco users by language
18. Enrollment by city and county
19. Caller type by city and county
20. "How heard about responses" to Quitline by city and county
21. Was there a 'special' media program cited as why the Quitline was called
22. Callers by health plan/insurance
23. Provider advice to quit
24. Smoking policy in home
25. Total services provided in current month
26. Services provided to providers in current month
27. Services provided to proxy callers in current month
28. Services provided to members/enrollees during month, regardless of registration date
29. Collect email addresses and cell phone numbers
30. Develop and maintain an "emergency" call-in system where a tobacco user in trouble (after hours) can call a dedicated cell phone line and talk to a quitline counselor.

E. Support and Educational Materials

Vendor shall provide and distribute cessation support and educational materials that address self-help cessation techniques for tobacco users.

F. Quitline Media Campaigns

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.

G. Surveillance and Evaluation

The vendor shall provide six month and 12 month post surveys on a randomized sample of each month's enrollment population. To facilitate effective evaluation of the Quitline, the Vendor shall work collaboratively with the Division of Tobacco Prevention.

H. System Capability

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

1. The vendor should assure core functionality to provide qualified personnel, facilities and equipment necessary to provide a toll-free telephone service.
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. 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.

I. Hours of Operation

1. The vendor should assure a system infrastructure to provide live response for a minimum of 98 hours per week. Recorded information and callback capacity is required for the remaining 72 hours of the week.
2. At a minimum, during the two year project period the vendor should offer live hours of operation from Monday through Sunday from 8:00 a.m. to 10:00 p.m. All times listed as Eastern Time.
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.
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.

J. Call Standards and Phone Center System Capacity, Expandability

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

1. 90% of calls received during operating hours to the West Virginia Tobacco Quitline should receive a live response. The average live answer speed should be within 30 seconds. Less than 5% abandonment for calls waiting greater than 30 seconds - following the initial client queue message.
2. 100% of self-help materials should be sent within one day of registration.
3. 95% of voicemail messages should be initiated for return within one day.
4. 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.

K. Staffing

1. A staffing plan should be in place that provides a *live* call response for at least 98 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. 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.
2. 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. 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.

2.2 ADMINISTRATIVE AND OPERATIONAL REQUIREMENTS

1. **The vendor shall designate a project administrator.** The vendor's project administrator shall report to the DTP Cessation Program Manager regarding all matters related to Quitline services.
2. **In written response to this RFQ,** the vendor must meet all requirements within the specification. By signing the bid, the vendor is agreeing to meet these requirements.
3. The vendor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104- 191, 110 Stat. 1936 (HIPAA) and regulations promulgated thereunder (HIPAA Regulations), if applicable.

PART 3 GENERAL TERMS AND CONDITIONS

3.1 REJECTION OF QUOTATION/BIDS

The State reserves the right to accept any or all quotations/bids if it is determined to be in the State's best interests. The Department may withdraw this RFQ at any time for any reason. Receipt of quotation confers no rights upon the bidder. A contract based on this RFQ may or may not be awarded. Then, said contract must be approved as to form by the Attorney General's Office.

3.2 SUBCONTRACTS PROHIBITED

The successful vendor will be solely responsible for all work performed under the contract. The vendor shall not enter into written or oral subcontracts for performance of work under the contract without written permission of the agency.

3.3 COMPLIANCE WITH LAW AND REGULATIONS

The vendor shall pay any sales, use, and 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 hereto shall be borne by the vendor.

The vendor shall comply with all applicable laws, rules and regulations including, but not limited to those relating to hospital licensure, State and Federal labor laws and laws, rules and policies related to the WVDHHR.

The vendor shall be responsible for compliance with all workplace safety requirements, including, but not limited to compliance with applicable OSHA and all other applicable environmental agency requirements.

3.4 RECORD RETENTION AND CONFIDENTIALITY

The vendor will maintain financial records pertaining to the contract for five (5) years following the end of the State fiscal year during which the contract is terminated or State and Federal audits of the contract have been completed, whichever is later. If questions about accounting records arise during an audit, the accounting records pertaining to the contract shall be retained until resolution of all pending audit questions and for one (1) year following the termination of any litigation relating to the contract if the litigation has not terminated within

the above five (5) year period. Accounting records and procedures shall be subject to State and Federal approval.

3.5 TERMINATION OF THE CONTRACT

The State may terminate any contract resulting from this RFQ immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress under the terms of this RFQ 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 written notice.

3.6 Insurance Requirements:

The Vendor as an independent Contractor is solely liable for the acts and omissions of its employees and agents. Proof of insurance will be provided by the Vendor at the time the contract is awarded. The Vendor will 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): \$500,000.00 per person a minimum of \$1,000,000.00 per occurrence
- b. For property damage and professional liability: a minimum of \$1,000,000.00 per occurrence

3.7 License Requirements:

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

3.9 Debarment and Suspension:

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

3.6 INVOICE AND PAYMENTS

The vendor shall submit monthly invoices, in arrears, to the DTP for all services provided pursuant to the terms of the contract. State law forbids payment of invoices prior to receipt of services.

West Virginia Department of Health and Human Resources
 Bureau for Public Health
 Office of Community Health Systems and Health Promotion
 Division of Tobacco Prevention EHP10067

COST SHEET FOR EHP10067

<u>Item#</u>	<u>Apprx. Annual Usage</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Cost</u>
1	600 Per Enrolled Person	<ul style="list-style-type: none"> ◦ Enrollment Eligibility Verification ◦ Screening for Readiness to Quit ◦ Data and Reporting ◦ Call Data and Database ◦ Support and Educational Materials ◦ Media Campaigns ◦ Surveillance and Evaluation ◦ System Capability ◦ Hours of Operation ◦ Call Standards and Phone Center System Capacity, Expandability Staffing 		
2	600 Per Call	Telephone Coaching 1 st Call up to 30 minutes		
3	600 Per Call	2 nd Call up to 20 minutes		
4	600 Per Call	3 RD Call 10-15 minutes		
5	600 Per Call	4 th Call 10-15 minutes		
Total Cost				

Award will be made to the vendor with the lowest overall cost who meets specifications.

1. **Designated Project Administrator.** _____
2. **In written response to this RFQ,** the vendor must meet all requirements within the specification. By signing the bid, the vendor is agreeing to meet these requirements.

 Signature of Authorized Representative

 Date

RFQ No. EHP 10067

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 owed 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.

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, 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 will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: 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, Bidder is a partnership, association or corporation resident vendor and 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 80% of the ownership interest of Bidder is held by another individual, 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, Bidder is a 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; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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 Bidder's 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: _____ Signed: _____

Date: _____ Title: _____

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.