



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
 EHP11008

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
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/06/2010				

BID OPENING DATE: 08/10/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR	948-42			
<p>***** MAND. PRE-BID MEETING SCHEDULE FOR 7/21/2010 @ 1:00 PM CONF. ROOM 220 AT 350 CAPITOL ST., CHARLESTON, WV ***** OPEN-END BLANKET CONTRACT</p> <p>TOBACCO CESSATION QUITLINE SERVICES</p> <p>REQUEST FOR QUOTATION</p> <p>THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES FOR THE BUREAU FOR PUBLIC HEALTH, DIVISION OF TOBACCO PREVENTION PROGRAM ARE REQUESTING BIDS TO OBTAIN PROFESSIONAL SERVICES TO PROVIDE 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 PER THE ATTACHED DETAILED SPECIFICATIONS.</p> <p>A MANDATORY VENDOR PREBID MEETING IS SCHEDULED FOR 7/21/2010 AT 1:00 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 1, 2010 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.</p> <p>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.</p> <p>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 TWO (2) ONE (1) YEAR PERIODS.</p> <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</p>						

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<p>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>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 7/21/2010 AT 1:00 PM IN CONF. RM. 220, @ 350 CAPITOL ST. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p>						

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<p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE: THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 7/22/2010. 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</p>						

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<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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</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.:-----EHP11008-----</p> <p>BID OPENING DATE:-----8/10/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p>						

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***** THIS IS THE END OF RFQ EHP11008 ***** TOTAL: _____						

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West Virginia Department of Health and Human Resources
Bureau for Public Health – Division of Tobacco Prevention
350 Capitol Street, Room 206
Charleston, WV 25301-3702
Request for Quotation #EHP11008

Part 1 PURPOSE

1.1 PURPOSE:

The Department of Health and Human Resources (DHHR), Bureau for Public Health (BPH) Division of Tobacco Prevention (DTP) is seeking bids to obtain professional services to provide 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.

The mission or purpose of the project is to provide tobacco cessation Quitline services to those residents who are uninsured, as well as some targeted, special populations (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.)

1.2 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.

1.3 PROJECT BACKGROUND

West Virginia continues to have one of the highest rates of cigarette smoking in the country. Despite successes in reducing smoking among West Virginia youth, there have yet to be any significant declines in smoking among West Virginia adults.

- In 2007, approximately 26.9% (387,000) of West Virginia adults were current cigarette smokers---the second highest rate among the 50 states and D.C., and significantly higher than the U. S. average of 19.7% (Behavioral Risk Factor Surveillance System [BRFSS], 2007).

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- In the years 2002-2006, adult cigarette smoking ranged from a high of approximately 42.4% in Wyoming County to a low of 19.5% in Monongalia County.
- Between 2000 and 2007, the percentage of West Virginia youth who were current smokers significantly decreased from 38.5% to 28.8%, while the percentage who never smoked a cigarette significantly increased from 25.7% to 38.9% (2007 WV Youth Tobacco Survey).

Cigarette smoking harms nearly every organ in the body and causes 443,000 deaths each year in the United States. Smoking is the primary cause of at least 30% of all cancer deaths, and of nearly 80% of deaths from chronic lower respiratory disease and early cardiovascular disease

In each year from 2002 through 2006:

- An average of 3,785 West Virginians age 35 and older died of diseases related to cigarette smoking.
- About 19% of all deaths (or nearly 1 in 5) of adults age 35 and older were caused by cigarette smoking. The average rate of smoking-attributable mortality was 378 deaths per 100,000 people---one of the highest rates among all the states.
- The percentage of deaths caused by smoking ranged from a high of nearly 23% in Lincoln County to a low of 14% in Pendleton County.

Since March 2002, the BPH has sponsored the WV Tobacco Quitline by providing services to the uninsured (No Insurance) and private insured citizens (Other Insurance).

During the calendar year of 2009, there was a significant increase in informational calls and enrollment for services. There were 26,284 total calls to the Quitline, almost 10,000 more than the tow prior year's totals. Enrollment for quitline services tripled during the March – May period due to the federal tax increase. Total quitline enrollment for 2009 was 9,263, which also represents a significant increase over prior year's totals.

Part 2 CONTRACTURAL SERVICES

West Virginia Department of Health and Human Resources
Bureau for Public Health – Division of Tobacco Prevention
350 Capitol Street, Room 206
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2.1 REQUIRED SERVICES

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.

- A. *Vendor* shall provide for member and registration eligibility authentication addressing DTP verification and benefit limits.
- B. *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.
- C. *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.
- D. 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.
- E. Vendor shall provide Nicotine Replacement Therapy (NRT) and account for and bill separately for NRT **only** (eligibility verification and phone coaching is covered under a separate agreement **see EHP10067**) for the Special Population of 18-34 year old West Virginians. This special population is part of a two year (February 2010 to February 2012) ARRA funded grant from the Centers for Disease Control (CDC) which covers a total of 600 18-34 year olds for two years. Vendor shall provide non-prescription Nicotine Replacement Therapy (NRT) and it shall be in the form of gum, lozenges, and/or patches

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- F. 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.
- G. *Vendor* must establish and maintain a web-based cessation and information service, including a database of community-based tobacco cessation referral and educational resources available in West Virginia, updated on a quarterly basis. All website content shall be approved by DTP before it is made available on the site. Pages shall be reviewed and updated (if appropriate) on at least a quarterly basis. DTP shall retain ownership of the website that pertains to West Virginia specific information.
- H. *Vendor* must establish and maintain a fax referral system using a fax referral form with a patient education and active consent component to assist health care providers in referring tobacco users to the WV Quitline.
- I. *Vendor* shall begin development on an online quitline enrollment and counseling process. Initial design and development work to begin six months after the award and become "live" within one year of the contract award. DTP will approve all design and content.

2.2 RESEARCH AND EVALUATION

A. RESEARCH

To enable DTP to provide timely data to the North American Quitline Consortium (NAQC) the vendor shall have the ability to perform "special research projects" as needed. The projects may encompass several years of data and the vendor shall provide qualitative data analysis. (Example: Smokeless tobacco study, pregnant smokers, dual tobacco users).

B. EVALUATION

West Virginia Department of Health and Human Resources
Bureau for Public Health – Division of Tobacco Prevention
350 Capitol Street, Room 206
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1. To facilitate effective evaluation of the Quitline, the *Vendor* shall work collaboratively with the Division of Tobacco Prevention. Quitline evaluation is to be conducted by an **independent** sub-vendor, at the vendor's cost, **to be approved by DTP**, to verify tobacco use status and measure client satisfaction. 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.
2. The independent sub-vendor shall collaborate and cooperate with the Division's third party independent evaluator (who is hired by the Division under separate contract) in reviewing Quitline protocols, evaluation and services conducted by the contractor under this contract, including but not limited to the ongoing fulfillment of Quit Line satisfaction, quit rate surveys, and collaboratively calculating return on investment. Sub-Vendor must describe how they will obtain consent at intake for follow up by the third party independent evaluator.

2.3 PERFORMANCE STANDARDS

A. Call Standards and Phone Center System Capacity, Expandability

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

1. The vendor shall assure core functionality to provide qualified personnel, facilities and equipment necessary to provide a toll-free telephone service.
2. The system shall be able to handle multiple, simultaneous incoming and outgoing calls. Automated answering systems may only be used when Quitline personnel are unavailable (after hours, all personnel busy with other calls).
3. Systems shall 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.
4. Vendor shall have a disaster recovery plan in place to protect DTP data in the event that all or part of its operations and/or computer services is rendered unusable.

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5. Vendors shall achieve the following performance measures to assess the incoming call center capability:
 - a. 90% of calls received during operating hours to the West Virginia Tobacco Quitline shall receive a live response. The average live answer speed shall be within 30 seconds. Less than 5% abandonment for calls waiting greater than 30 seconds - following the initial client queue message.
 - b. 100% of self-help materials shall be sent within one day of registration. 95% of voicemail messages shall be initiated for return within one day. 70 to 80% of callers interested in speaking with a Quitline Specialist shall be transferred directly after completing registration. The remaining 20 to 30% shall be contacted within the time frame that the participant requests.
 - c. Office space shall accommodate administrative, counseling and support staff and confidential records as well as sufficient telephone lines, telephones and computer hardware. A TDD line shall be available to provide services to the hearing impaired. A Spanish speaking translator shall be available to provide services to Spanish speaking callers.
 - d. Highly Desirable: The vendor shall work with the DTP staff 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.

2.4 HOURS OF OPERATION

- A. The vendor shall 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.
- B. At a minimum, the vendor shall offer live hours of operation from Monday through Sunday from 8:00 a.m. to 8:00 p.m. All times listed as Eastern Time.
- C. Peak times for calls shall be continuously monitored, and hours of live staff shall be modified accordingly to meet peak volume times. Volume shall be assessed during live hours of coverage, hours outside of live coverage, and as needed in collaboration with media events.

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- D. 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.

2.5 STAFFING

- A. A staffing plan shall 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.
- B. Highly Desirable: Vendor shall assure a ratio of at least one supervisor to every 10 to 15 counselors, and provide adequate orientation and ongoing training for all staff.
- C. 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.
- D. 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 shall 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 Motivational Interviewing techniques.

2.6 DATA AND REPORTING SERVICES

- A. 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.
- B. 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.

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- C. 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.
- D. The Vendor shall send a monthly report attached to the monthly invoice to the DTP staff and submit an electronic copy of the monthly report as well. The report shall be delivered no later than fifteen (15) days after the end of the previous month. Quarterly reports and an Annual Summary of standardized reports that provide aggregate data by county shall also be submitted in the same manner.
- E. The vendor is required to become a member of the North American Quitline Consortium (NAQC), pay yearly membership dues and include DTP under Associate Member Status, and attend its meetings and technical assistance updates.
- F. Vendor shall be required to use the NAQC minimal data set (MDS) recommended elements included in current month and year-to-date reporting.

2.7 CALL DATA AND DATABASE

- A. Vendor shall provide transparent access to all Quitline data to DTP meaning the vendor will provide an easily accessible portal to vendor database for inquiry purposes.
- B. Vendor shall be required to capture information to comply with Minimum Data Set elements as established by the North American Quitline Consortium and any additional elements as determined by DTP.

2.8 TECHNICAL ASSISTANCE FOR AND PROMOTION TO HEALTHCARE PROFESSIONALS

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

2.9 REFERRAL DATABASE AND FEEDBACK

- A. The vendor shall maintain a computerized, monthly updated, referral resource Database of available cessation services other than the Quitline

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- B. The vendor shall have an informational database tobacco cessation services to assist clients.

2.10 SUPPORT AND EDUCATIONAL MATERIALS

- A. For DTP, the vendor shall provide and distribute cessation support and educational materials that address self-help cessation techniques for tobacco users.
- B. Vendor shall provide examples of educational materials as part of the application packet.

2.11 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. During such media events a spike in calls to the Quitline is expected. Therefore, the vendor shall provide adequate intake personnel as well as counselors to serve all callers.

2.12 QUALITY ASSURANCE PLAN

- A. The vendor shall follow a comprehensive quality improvement plan.
- B. It shall be expected that on-going reports and evaluation (through various informational meetings) shall provide for process and performance improvement strategies
- C. 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, 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.
- D. Vendor shall be available for impromptu meetings to discuss Quitline data and service issues at the request of DTP.

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2.13 NICOTINE REPLACEMENT THERAPY (NRT) PROTOCOL

Vendor shall describe documented, minimum smokeless and smoking tobacco product protocols for the Nicotine Replacement Therapy (NRT).

A. DTP Participant's Protocol:

1. Vendor shall provide Nicotine Replacement Therapy (NRT) via the Quitline services to all appropriate enrollees identified by established enrollee protocol.
2. 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.
3. 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.
4. 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.

2.14 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

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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 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.

3.3 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.

3.4 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

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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.

3.5 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

3.6 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.

3.7 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.

3.8 INVOICE AND PAYMENTS

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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.

COST PROPOSAL

Description of Service	Pricing of Service	Unit of Measure	Estimated Volume	Division of Tobacco Prevention
A. Division of Tobacco Prevention Services				
1. Eligibility Verification:		Per enrolled person	4,000	
2. Extended Phone Coach Service: counseling services, educational materials, phone costs for up to 4 calls per DTP enrollee.				
First Telephone Call		Per Call	4,000	
Second Telephone Call		Per Call	3,800	
Third Telephone Call		Per Call	3,600	
Fourth Telephone Call		Per Call	3,000	
3. Nicotine Replacement Therapy (4 weeks supply)				
Nicotine Patch 28 mg		Per Shipment*		
Nicotine Patch 7mg & 14mg		Per Shipment*		
Nicotine Gum 2mg		Per Shipment*		
Nicotine Gum 4mg		Per Shipment*		
Nicotine Lozenge		Per Shipment*		
4. Website Maintenance		Per month	12	
5. Evaluation: evaluation is to be conducted by an <i>independent</i> sub-vendor, at the vendor's cost. Special Project Research is to be conducted on an as needed basis for DTP when deemed appropriate.				
Evaluation		Per month	12	
Research		Per month	12	
Total for DTP				

*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. Cost shall include shipment fees. This system has been used successfully in the past to decrease non-compliance of enrollees.

Cost per shipment of NRT to include mailing fees.

The 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

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.

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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 _____

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

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 #

_____-_____-_____
month/day/year

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

GSA Match Outcome

Positive

Negative

Initial

Date