



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  
**EHP11082**

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  
 BPH - EPIDEMIOLOGY AND  
 HEALTH PROMOTION  
 VARIOUS LOCALES AS INDICATED

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/05/2010				

BID OPENING DATE: **12/16/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 1</b>  1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  <b>EXHIBIT 10</b>  <b>REQUISITION NO.: EHP11082</b>  <b>ADDENDUM ACKNOWLEDGEMENT</b>  I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  <b>ADDENDUM NO.'S:</b> NO. 1 ..... NO. 2 ..... NO. 3 ..... NO. 4 ..... NO. 5 .....						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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](http://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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12/05/2010				

BID OPENING DATE: 12/16/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>END OF ADDENDUM NO. 1</p>						

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HEALTH AND HUMAN RESOURCES  
 BPH - EPIDEMIOLOGY AND  
 HEALTH PROMOTION  
 VARIOUS LOCALES AS INDICATED

DATE PRINTED <b>12/05/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	YR		948-42		
TOBACCO CESSATION QUITLINE SERVICES						
***** THIS IS THE END OF RFQ EHP11082 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**Addendum #1  
EHP11082**

**Question 1:**

2.1.H. Vendor must develop an online quitline enrollment and counseling process. DTP will approve all design and content. The applicant must develop and maintain a Quitline website that is accessible to all callers enrolled in Quitline program services and accessible to tobacco users who are ready to quit that do not want to make the initial phone call. The vendor should also include access to an interactive web-based smoking cessation website to assist program participants in their quit attempts. Activity level for this website must be tracked and reported monthly.

- A. What specific services are requested in terms of content for the desired interactive web-based smoking cessation website that will assist program participants in their quit attempts?
- B. Is it acceptable to coordinate a timeline for completion of this online enrollment and counseling process with DTP?
- C. If so what is the desired 'go live' date of this website per DTP?

**DTP Response to Question 1:**

- A. Specific services requested in terms of content for the desired interactive web-based smoking cessation website that will assist program participants in their quit attempts are General Tobacco Cessation information, Enrollment, Instruction on use of Nicotine Replacement Therapy, and Counseling.
- B. Yes, this is acceptable.
- C. April 1, 2011.

**Question 2:**

2.3.C. The Quitline must ensure the following:

- 1. 100% of self-help materials will be sent within one day of registration;
- 2. 95% of voicemail messages will be returned within one day.
- 3. 70% to 80% of callers interested in speaking with a Quitline Specialist will be transferred directly after completing registration and the remaining 20% to 30% to be contacted within the time frame that the participant requests.

Does DTP expect the performance measure of "100% of self-help materials will be sent within one day of registration in terms of "days" or "business days"? USPS provides no pick-up services on Sat or Sun and other mail carriers provide no pick-up services on Sun.

**DTP Response to Question 2:**

Business Days

**Question 3:**

With regard to the NRT section of the Cost Proposal, can you please clarify that the number of individual number individual pieces of gum is 200ct-220ct for a four-week supply, and number of individual lozenges is 288 for a 4-week supply?

**DTP Response to Question 3:**

This is the industry standard.

**Question 4:**

Can you share your FY2009 annual budget for the quit line?

**DTP Response to Question 4:**

October 2008 through September 2009 expenditures were \$988,240.

**Question 5:**

Can you share your FY2010 annual budget for the quit line?

**DTP Response to Question 5:**

October 2009 through September 2010 expenditures were \$1,000,000.

**Question 6:**

What historically have been your quit rates?

**DTP Response to Question 6:**

26-30%

**Question 7:**

- A. Based on prior data, can you provide the total number of all calls, broken down by caller type as defined by the MDS (health care providers, proxy, participants, etc.) to the quitline?
- B. Also, can you provide the percent of total callers who subsequently register for the program?

**DTP Response to Question 7:**

- A. In 2008 and the first six months of 2009 (most current data available), the Quitline received 39,602 calls.
- B. In 2008 and the first six months of 2009 (most current data available), the Quitline enrolled 8,077 West Virginians which is approximately 20%.

We are in negotiations at the present time to obtain transparency on all MDS data information.

**Question 8:**

Section 2.2, Section A requires the vendor to have the ability to perform "special research projects" as needed, and a line item has been provided for research in the cost grid. Can you describe what type of research projects may be required, commenting on both the frequency and scope? A description of prior research requests made to the current vendor would also be helpful.

**DTP Response to Question 8:**

Research projects requested by DTP may be as small as determining the usefulness of a new cessation program to as large as a Statewide Smokeless Tobacco Study. Frequency is determined on an "as needed" basis.

**Question 9:**

Section 2.1, Section H references a Quitline website that is accessible to all callers enrolled in Quitline program.

- A. Can you describe what your expectations or specific requirements are for such a website?
- B. Are WV residents permitted to participate in web-support only (without enrolling in the phone coaching program)?
- C. If participants are permitted to participate in a web-support only option, where should these fees be reflected in the cost proposal?

**Addendum #1  
EHP11082**

**DTP Response to Question 9:**

- A. Specific services requested in terms of content for the desired interactive web-based smoking cessation website that will assist program participants in their quit attempts are General Tobacco Cessation information, Enrollment, Instruction on use of Nicotine Replacement Therapy, and Counseling.
- B. WV residents may not participate in web-support only at this time.
- C. Since WV residents may not participate in web-support only at this time, these fees will not be reflected in the cost proposal.

**Question 10:**

Within the cost model, there is not a line item for ad hoc calls. Are these reimbursable or should anticipated costs for these call types be accounted for within the given line item costs?

**DTP Response to Question 10:**

All required calls are outlined on the cost sheet. Any costs for additional calls not specifically listed would be included as part of the Extended Phone Coach Services. (#2 on the Cost Proposal Sheet).

**Question 11:**

Is there preference, outside of the Vendor Preference Certificate, given to vendors who provide services from within the State of West Virginia? For example, if a vendor hires staff within the State of West Virginia to fulfill contracted services. If so, can you describe?

**DTP Response to Question 11:**

Vendor Preference is afforded only according to the WV Vendor Preference Certificate which is Page 26 of the RFQ Packet.

**Question 12:**

Can you please provide guidance on how a corporation should complete the form titled "West Virginia Department of Health and Human Resources Federal Program Participation Acknowledgement, Authorization, Consent, and Release? Specifically, what information, if any, should a corporation enter into the Social Security #, Date of Birth, Drivers License Number, and State of Issue fields?

**DTP Response to Question 12:**

The owner of the corporation bears the burden of certifying that he nor anyone at his corporation or anyone he does business with has been debarred or sanctioned. The information provided should be his information as related to his corporation.

**Question 13:**

We would like to confirm that if the Quitline vendor obtains consent and a data set, that it is then DTP's plan to work with a third party evaluator who will survey participants and collect quit and satisfaction.

**DTP Response to Question 13:**

Yes.

**Addendum #1  
EHP11082**

**Question 14:**

We would like to confirm that the Evaluation line item in the Cost Proposal is intended for vendors to provide costs associated with the sending of data sets to DTP's third party evaluator on a monthly basis.

**DTP Response to Question 14**

No, this line item is for the Vendor to pay the third party evaluator approved by DTP.

**Question 15:**

Please confirm that there is no external system the vendor will need to integrate with to confirm registration eligibility for services.

**DTP Response to Question 15:**

There is no external system integration needed to verify eligibility.

**Question 16:**

Does DTP require participants to provide their drivers license number as part of the registration process?

**DTP Response to Question 16:**

DTP requires proof of residency which is normally a copy of the Driver's License.

**Question 17:**

If it is the intention of DTP to have the Quitline vendor collect quit and satisfaction, we may have additional questions to ask DTP to make sure we understand the evaluation needs.

**DTP Response to Question 17:**

Participant Satisfaction – Overall satisfaction with the Quitline program is based on randomly surveyed enrolled who completed services. This is based on questioning whether the enrollee was very satisfied; mostly/somewhat satisfied; or dissatisfied for categories of overall experience; satisfaction of enrollment process; educational materials; phone coaching services; satisfaction with NRT, etc.

**Question 18:**

Regarding 2.7.A, no portal to the database is available but if all de-identified data is provided on a monthly basis with definitions will this meet requirement 2.7.A?

**DTP Response to Question 18:**

Yes.

**Question 19:**

Are there any other quitline contracts supporting ARRA funding? If so, will this work remain with current vendor or move over to quitline vendor?

**DTP Response to Question 19:**

Yes. The current vendor will retain the current ARRA funds and complete the second year of the project.



**Addendum #1  
EHP11082**

**Question 20:**

Are there any special billing and/or reporting needs to comply with funding DTP has received as a part of ARRA? If so, please describe.

**DTP Response to Question 20:**

Yes, there are special billing and/or reporting needs to comply with under ARRA. The provisions are as follows and will become a part of the contract/purchase order.

**SUPPLEMENTAL CONTRACT PROVISIONS ARRA FUNDING**

**The Contractor is hereby notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds.**

**Required Contract Provision to Implement ARRA Section 902**

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Authority of the Inspector General provision**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Buy American Provision**

**Use of American Iron, Steel, and Manufactured Goods**

Recipients may not use any funds obligated under this award for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States unless HHS waives the application of this provision. (ARRA Sec. 1605)

**Wage Rate Provision**

**Addendum #1  
EHP11082**

[This term and condition shall not apply to tribal contracts entered into by the Indian Health Service funded with this appropriation. (ARRA Title VII - Interior, Environment, and Related Agencies, Department of Health and Human Services, Indian Health Facilities)]  
Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. (ARRA Sec. 1606)

**Limit on Funds**

None of the funds appropriated or otherwise made available in ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. (ARRA Sec. 1604)

**Disclosure of Fraud or Misconduct**

Each recipient of sub-recipient awarded funds made available under the ARRA shall promptly refer to the HHS Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. The HHS Office of Inspector General can be reached at <http://www.oig.hhs.gov/fraud/hotline/>

**Contractor Data Reporting**

The contractor must provide the WV Department of Health and Human Resources with their D-U-N-S number if available, or otherwise the name and zip code of the contractor's headquarters. Contractors are not required to obtain a D-U-N-S number.

**Reporting Jobs Creation**

Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract. The WV Department of Health and Human Resources will not accept statistical sampling methods to estimate the number of jobs created and retained. All recipients must report a direct and comprehensive count of jobs, as specified by OMB guidance M-10-8. See Section 5.3 of the OMB guidance for more information on calculating jobs, including job estimation examples.

Definitions of jobs considered to be created or retained:

- a. A job created is a new position created and filled, or an existing unfilled position that is filled, that is funded by the Recovery Act;
- b. A job retained is an existing position that is now funded by the Recovery Act. Using the definitions above, recipients must estimate the total number of jobs that were funded in the quarter by the Recovery Act. A funded job is defined as one in which the wages or salaries are either paid for or will be reimbursed with Recovery Act funding.
- c. A job must be counted as either a job created or a job retained; it cannot be counted as both. Additionally, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.

For the full OMB guidance on reporting jobs creation, please visit:

**Addendum #1  
EHP11082**

[http://www.whitehouse.gov/omb/assets/memoranda\\_2010/m10-08.pdf](http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-08.pdf)

**SUPPLEMENTAL CONTRACTOR REPORTING PROVISIONS ARRA FUNDING**

Not later than 5 days after the end of each month, contractor must submit reports containing the following information for month just ended:

1. This purchase order/contract number.
2. The total amount of ARRA funds under this contract/purchase order.
3. The amount of ARRA funds that was obligated for projects or activities for month just ending including:
  - a. The name of the project or activity;
  - b. A description of the project or activity;
  - c. An evaluation of the completion status of the project or activity; and
  - d. An estimate of the number of jobs created and the number of jobs retained by the project or activity.
4. The amount of ARRA funds that was expended for projects or activities for month just ending including:
  - e. The name of the project or activity;
  - f. A description of the project or activity;
  - g. An evaluation of the completion status of the project or activity; and
  - h. An estimate of the number of jobs created and the number of jobs retained by the project or activity.
5. Detailed information on any sub-contracts made by the contractor including:
  - The name and address of the entity receiving the sub-contract;
  - The amount of the sub-contract;
  - The transaction type and description; and
  - The North American Industry Classification System code or Catalog of Federal Domestic Assistance (CFDA) number.
6. The amount of unobligated/unexpended contract/purchase order balance.

Reports must be submitted via fax, Email, or mail to the following contact/address. Emailed reports are encouraged to ensure timeframe constraint.

WV Department of Health and Human Resources  
Bureau for Public Health, Central Finance  
Attention: Becky Surface, Finance Director  
350 Capitol Street, Room 519  
Charleston, West Virginia 25301  
[becky.a.surface@wv.gov](mailto:becky.a.surface@wv.gov)  
Telephone: 304-558-7071  
Fax: 304-558-1773

**Question 21:**

Are there any special Quitline registration questions asked beyond those recommended by NAQC MDS?

**DTP Response to Question 21:**

Not at this time, but may be added on an as needed basis to collect specific data.

**Addendum #1  
EHP11082**

**Question 22:**

Contract commences on January 1, 2011. Please describe the DTP staff available to assist with a two week implementation period should DTP change vendors?

**DTP Response to Question 22:**

Division Director, Cessation Program Manager.

**Question 23:**

Are there any additional terms or boilerplate language bidders should be aware of that will be included in the final Quitline contract, or is what is outlined as General Terms and Conditions on the back of page 1 of the RFP and on page 20, Part 3 all that will be included in the final contract? If there are additional terms, can they also be provided for review?

**DTP Response to Question 23:**

ARRA language will also be a part of the final contract.

**Question 24:**

Top of page 21. Part 3. 3.2: What rules and policies are being referred to relating to the WDHHR, that are distinct from state and federal laws, rules and regulations, other than the Legislative Rules indicated in #10 of the General Terms and Conditions?

**DTP Response to Question 24:**

The Legislative Rules indicated in #10 of the General Terms and Conditions are the only rules and policies being referred.

**Question 25:**

What paperwork will make up the Quitline contract? Will it only include a Purchase Order, or does the contract include the Terms and Conditions, an agreed upon scope of work and proposed budget?

**DTP Response to Question 25:**

The Quitline contract will include all State of WV Purchase Order documents as well as General Terms and Conditions for a Purchase Order Contract.

**Question 26:**

Please provide direction on how a vendor should complete the Federal Program Participation Acknowledgement, Authorization, Consent and Release Form as it appears to be more for individuals verses a business entity.

**DTP Response to Question 26:**

The owner of the corporation should complete the form.

**Question 27:**

What was the Quitline budget for services only (counseling and NRT) January 2010 – December 2010? Does DTP expect the 2011 budget to remain the same?

**DTP Response to Question 27:**

From October 2009 through September 2010, expenditures were \$1,000,000.

**Addendum #1  
EHP11082**

**Question 28:**

What percent of the 2011 budget is coming from State funds and what percent is coming from ARRA funding?

**DTP Response to Question 28:**

State funds at 79% and ARRA funding at 21%.

**Question 29:**

Please describe any partnerships with other State Agencies and/or insurers who may leverage off Quitline services as their cessation benefit.

**DTP Response to Question 29:**

At the present time ALL west Virginians are eligible for Free Quitline services.

**Question 30:**

Please confirm that vendors shall invoice DTP based on services provided on a monthly basis verses a flat amount each month regardless of the number served.

**DTP Response to Question 30:**

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.

**Question 31:**

#13: General Terms and Conditions: Please confirm whether the WVDHHR is a covered entity.

**DTP Response to Question 31:**

WVDHHR does meet the definition of a covered entity.

**Question 32:**

Page 8. Part 1. 1.1 Please confirm that West Virginia laws permit provision of tobacco cessation services to persons under the age of 18 without written parental consent.

**DTP Response to Question 32:**

WV does permit tobacco cessation services to persons under the age of 18 without parental consent. WV does not provide nicotine replacement therapy to persons under the age of 18 without parental consent.