



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

## **REQUEST FOR APPLICATION**

<b>SOLICITATION INFORMATION</b>			
RFA Number:	<b>DH-21-0008 (RFA)</b>	RFA Issued:	<b>October 19, 2020</b>
Sub-Grant Description:	Community Sub Grants for Tobacco Prevention and Cessation		
Agency:	Arkansas Department of Health – Center for Health Advancement, Tobacco Prevention & Cessation Program		

<b>APPLICATION DEADLINE</b>	
Application Deadline Date/Time:	<b>Tuesday November 17, 2020 2:00 p.m. Central Standard Time</b>
Application <b>shall not</b> be accepted after the designated date and time. It is the responsibility of bidders to submit applications at the designated location on or before the deadline. Applications received after the deadline <b>shall</b> be considered late and <b>shall</b> be returned to the bidder without further review.	

<b>DELIVERY OF RESPONSE DOCUMENTS</b>	
Sealed applications may be mailed, or hand delivered to the following locations:	
Mailing Address:	Arkansas Department of Health Attn: Daniel McNutt 4815 W Markham Street, Slot #58 Little Rock, AR 72205  Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address.
Physical Address	Arkansas Department of Health Contract Support Section 4815 W Markham Street, L156 Little Rock, AR 72205
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the following information. If outer packaging of response submission is not properly marked, the package may be opened for identification purposes. <ul style="list-style-type: none"><li>• RFA number</li><li>• Application Date/Time</li><li>• Applicant's name and return address</li></ul>

<b>ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION</b>			
Issuing Officer:	Daniel McNutt	Phone Number:	501-280-4631
Email Address:	<a href="mailto:Daniel.McNutt@arkansas.gov">Daniel.McNutt@arkansas.gov</a>	Fax Number:	501-280-4474
ADH Website:	<a href="http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx">http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx</a>		

## **SECTION 1 – PROGRAM OVERVIEW**

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

### **1.1 PURPOSE**

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) to obtain applications for funding to support ADH Office of Tobacco Prevention and Cessation Programs (TPCP). These programs will implement a range of activities to encourage and support tobacco-free lifestyles.

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

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

### **1.2 BACKGROUND**

Preventing tobacco use is one of the most important public health actions that can be taken to improve the health of Arkansans. Tobacco use is the leading preventable cause of morbidity and mortality. Each year, approximately 5,800 Arkansans die prematurely as a result of smoking. Smoking is a major cause of multiple cancers, heart disease, and stroke, and is the leading cause of chronic obstructive pulmonary disease (COPD), which includes chronic bronchitis and emphysema. Today almost 90% of adult daily smokers started smoking by the age of 18. (50 years Surgeon General Report 2014)

Over the years, tobacco control advocates have done a good job in reducing smoking rates in adults and youth. In 1997 the high school smoking rate was 43.2%. In 2018, the high school smoking rate dropped to a historic low of 5.8%. Adult smoking rates were 24.7% in 1997 compared to 13.7% in 2018. These declines highlight the importance of proven public health strategies.

With great success comes new challenges as with the advent of electronic smoking devices or e-cigarettes. Since 2011 many e-cigarette companies targeted youth with sleek ads using youth peer endorsers to promote flavored products, in an effort to normalize e-cigarette and nicotine use. The most popular e-cigarettes used by teens contain more nicotine in one pod than in a pack of cigarettes. Studies show that teens had no idea of how much nicotine they were consuming.

In 2011 the e-cigarette use in middle and high school students was 1.5% and by 2018 those rates rose to 20.8%. Between 2017 and 2018 e-cigarette use rose among youth by 78% from 11.7% to 20.8%. (2018 NYTS). Arkansas high school e-cigarette use in 2017 was 13.9% and high school smoking rate was 14.1%.

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

### **1.3 GRANT PERIOD**

- A. The anticipated period **shall** be from July 1, 2021 to June 30, 2023.
- B. The total contract term of a resulting sub-grant will be for two (2) years.

**1.4 AVAILABLE FUNDING**

- A. Maximum amount of funding per year is \$80,000 with a total funding for the two-year funding period being **\$160,000.00**. Applicants will be required to submit a complete budget and work plan for year one and year two as part of the application.
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with the budget provided.
- D. ADH reserves the right to determine allowable and non-allowable expenditures.
- E. Prior to award, ADH may increase the amount of funding in efforts to maximize program support. Applicant(s) **must** submit a revised budget worksheet reflecting changes.

**1.5 ELIGIBILITY & FUNDING REQUIREMENTS**

Up to 15 applicants will be accepted and funded.

Applicants **must** meet the following to be eligible to obtain funding:

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

**1.6 BUDGET & JUSTIFICATION**

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

**1.7 ISSUING OFFICER**

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

**1.8 RFA OPENING LOCATION**

Applications submitted by the due time and date **shall be opened** at the following location:

Arkansas Department of Health  
4815 W Markham Street, Room L156  
Little Rock, AR 72205

**1.9 DEFINITION OF REQUIREMENT**

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

**1.10 DEFINITION OF TERMS**

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

**Acronyms used in this RFA:**

ADH	Arkansas Department of Health
CDC	Centers for Disease Control and Prevention
COPD	Chronic Obstructive Pulmonary Disease
ENDS	Electronic Nicotine Devices
ESDS	Electronic Smoking Devices
FOIA	Arkansas Freedom of Information Act
MSA	Master Settlement Agreement
PP	Project Prevent
SHS	Secondhand Smoke
TPCP	Tobacco Prevention and Cessation Program

**1.11 APPLICATION INSTRUCTIONS****A. Original Application Packet**

## 1. Application Submission Requirements

- a. Applicants **shall** provide one (1) original hard copy of the Application Packet clearly marked as “Original” and **must** include:
- o Original signed Application Signature Page
  - o Agreement and Compliance Pages (if applicable)
  - o Proposed Subcontractors Form
  - o Response to the Information for Evaluation section included in the Application Packet
  - o Other documents and/or information as may be expressly required in this solicitation. Label documents and/or information so as to reference the solicitation’s item number.
- b. The application **must** be in the English language.

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

- o Signed Addenda, if applicable
- o Equal Employment Opportunity Policy
- o Copy of Illegal Immigrant Certification <https://www.ark.org/dfa/immigrant/index.php/user/welcome>

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

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

3. Budget **must** be proposed in U.S. dollars and cents.

C. Additional Copies and Redacted Copy of the Application Packet

In addition to the original Application Packet, the following items should be submitted:

1. Additional Copies of the Application Packet
  - a. Four (4) complete hard copies (marked "COPY") of the Application Packet.
  - b. One (1) electronic copy of the Application Packet, preferably on a flash drive. CDs will be acceptable.
  - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
  - d. If ADH requests additional copies of the response, the copies **must** be delivered within the timeframe specified in the request.
2. One (1) redacted copy (marked "REDACTED") of the original Application Packet, preferably on a flash drive. A CD will also be acceptable. (See Proprietary Information.)

1.12 **ORGANIZATION OF RESPONSE DOCUMENTS**

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

1.13 **CLARIFICATION OF SOLICITATION**

- A. Any questions requesting clarification of information contained in this RFA **must** be submitted in writing via email by **2:00 p.m., Central Standard Time** on or before **November 2, 2020** to the ADH issuing officer as shown on page one (1) of this RFA.
  1. For each question submitted, applicant should reference the specific solicitation item number to which the question refers.
  2. Applicants' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on **November 4, 2020**.
- B. Applicants may contact the issuing officer with non-substantive questions at any time prior to the application deadline.
- C. Oral statements by ADH **shall not** be part of any contract resulting from this solicitation and may not reasonably be relied on by any vendor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADH.

**1.14 APPLICATION SIGNATURE PAGE**

- A. An official authorized to bind the vendor(s) to a resultant Sub-Grant **must** sign the Application Signature Page included in the Application Packet.
- B. Applicant's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the response to be disqualified:
  - Additional terms or conditions submitted intentionally or inadvertently
  - Any exception that conflicts with a requirement of this RFA

**1.15 AGREEMENT AND COMPLIANCE PAGES**

- A. Applicant **must** sign all agreement and compliance pages relevant to the solicitation document. The agreement and compliance pages are included in the Application Packet.
- B. Submission of applicant and applicant's signature on these pages **shall** signify agreement to and compliance with all requirements within the solicitation and application.

**1.16 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

**1.17 FUNDING ESCALATION**

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

**1.18 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this solicitation become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. The vendor **shall** be responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- C. The redacted copy **shall** be open to public inspection under the Arkansas Freedom of Information Act (FOIA) without further notice to the vendor.
- D. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data, **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- E. If the State deems redacted information to be subject to Arkansas Freedom of Information (FOIA), the vendor will be contacted prior to release of the documents.

**1.19 CAUTION TO APPLICANT(S)**

- A. Prior to any contract award, all communication concerning this solicitation **must** be addressed through ADH.
- B. Applicant **must not** alter any language in any solicitation document provided by the State.
- C. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- D. Responses **must** be submitted only in the English language.
- E. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. Applicant **must** provide clarification of any information in their response documents as requested by ADH.

G. Qualifications **must** meet or exceed the required specifications as set forth in this solicitation.

#### 1.20 **REQUIREMENT OF ADDENDUM**

- A. This solicitation **shall** be modified only by an addendum written and authorized by ADH.
- B. An addendum posted within three (3) calendar days prior to the application deadline and **shall** extend the due date and may or may not include changes to the Solicitation.
- C. The applicant **shall** be responsible for checking the ADH website, <http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx> for any and all addenda up to bid opening.

#### 1.21 **QUALIFICATION AND AWARD PROCESS**

- A. Successful Applicant(s) Selection  
The ranking of applicants **shall** be determined by the total score each application receives during evaluation.
- B. Anticipation to Award
1. Once the anticipated successful applicant(s) have been determined, the anticipated award notification will be emailed to all applicants.
  2. The anticipated award will be for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day period.
  3. ADH **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
  4. It is the applicant's responsibility to check email for the notification of an anticipated award.
- C. Issuance of a Contract
1. Any sub-grants resulting from this RFA **shall** be subject to State approval processes which may include Legislative review.
  2. The issuing officer will be responsible for award and administration of any resulting sub-grant.

#### 1.22 **MINORITY BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- |                     |   |
|---------------------|---|
| ○ African American  | ○ Pacific Islander American   |
| ○ American Indian   | ○ A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs |
| ○ Asian American    | ○ Women Owned   |
| ○ Hispanic American |   |
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the Application Signature Page.

#### 1.23 **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the applicant's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.

- B. EEO Policies may be submitted in electronic format to the issuing officer, but should also be included as a hardcopy accompanying the solicitation response.
- C. The submission of an EEO Policy to ADH is a one-time requirement. Applicants are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.
- D. Vendors who are not required by law by to have an EEO Policy **must** submit a written statement to that effect.

#### **1.24 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

#### **1.25 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the signature page of the Application Packet, the applicant agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

#### **1.26 CERTIFICATION REGARDING LOBBYING**

- A. The applicant will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.
- B. If the applicant has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) **shall** be completed and included with the Application Packet.

#### **1.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- A. The applicant, as a lower tier applicant of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions).
- B. By signing and submitting this application package, the applicant(s) understands and agrees, as defined in 45 CFR Part 76, and certifies to the best of its knowledge and belief that it and its principals:
  - Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

#### **1.28 PAST PERFORMANCE**

An applicant's past performance with the State may be used to determine if the applicant is "responsible." Responses submitted by applicant determined to be non-responsible **shall** be disqualified.

#### **1.29 PUBLICITY**

- A. Do not discuss the solicitation nor your proposal response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this requirement may be cause for an applicant to be disqualified.



**1.30 PRIVACY & SECURITY REQUIREMENTS**

The Contractor shall:

1. At all times comply with the requirements of the Arkansas Personal Information Protection Act and any other State/Federal laws, regulations, rules, and policies regarding the privacy and security of information.
2. Provide for physical and electronic security of all Protected Health Information generated or acquired by the contractor in implementation of the contract, in compliance with Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, and consistent with the Business Associate Agreement executed between the parties.

**1.31 RESERVATION**

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

**SECTION 2 – APPLICANT REQUIREMENTS**

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

**SCOPE OF WORK****A. Prevent Initiation - Youth**

- o The applicant is required to build, implement and/or maintain two (2) youth tobacco/nicotine prevention teams in each county served.
  - o Each youth tobacco/nicotine prevention team will be selected from different sites.
  - o Each team should consist of five to ten (5-10) youth members.
  - o Each team must become a Project Prevent (PP) Chapter.
  - o Each team will participate in four (4) activities per year. Activities should include youth engagement and advocacy opportunities.
  - o Each team is required to present to at least one city council meeting, chamber of commerce or other city/county forum on the use of electronic cigarette's by youth in the local schools and/or secondhand smoke.
  - o Each team will conduct a minimum of twelve (12) presentations to adults (rotary, PTA, social and community organizations, and the public etc.) on secondhand smoke policy and electronic cigarette use among youth.

**B. Eliminating Exposure****1. Coalition Building**

The applicant will build and/or maintain one (1) community coalition per each county served. A Community Coalition is defined as a group of individuals who work together for a specific purpose.

- o Each community coalition will have between five to ten (5 to10) members that are engaged in community change as it relates to tobacco/nicotine prevention and control issues.
- o Coalition members should be of diverse backgrounds from professions and organizations such as: healthcare, law enforcement, education, government, faith-based organizations, media, pharmacists, social organizations, businesses and/or mental health professionals.
- o Upon establishment, each coalition is required to meet at a minimum of once every other month.
- o The applicant will ensure that coalition members are trained to give presentations on the topics provided by TPCP related to tobacco prevention and cessation.
- o Coalition members will be responsible for the following types of activities:
  - Meet with stakeholders and influential decision makers to build support for coalition activities and smoke-free policies.
  - Serves as spokesperson for public hearings, news media interviews, and other public speaking engagements.
  - Recruits new coalition members.
  - Troubleshoot community apathy; lack of movement on grass root efforts, etc.
  - Determines need for development of media pieces and other education materials needed for policy campaign.

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

## **2. Community Assessment**

Applicant will prepare a community inventory/assessment to determine activities necessary to promote smoke-free and tobacco/nicotine – free environments and to educate grass root leaders on the economic and health toll nicotine products plays in their community.

- The applicant will conduct an annual community needs assessment that determines the tobacco/nicotine use related to health consequences, and health disparities within the targeted counties. Assessment format will be provided at beginning of grant cycle.
- Assessments will be completed by the 1<sup>st</sup> quarter of the grant cycle and submitted to TPCP by the 15<sup>th</sup> of the following month.
- The applicant, through their coalition teams, will prepare and submit an “Ordinance Development Planning Form” for the cities identified for smoke-free and/or tobacco/nicotine free policy ordinance.

## **3. Nicotine/Tobacco Sells Assessment**

Applicant will prepare a nicotine/tobacco sells assessment to collect information on tobacco establishments in the counties they serve to notate their proximity to schools (private and public) and childcare facilities. Applicant will be able to utilize data from Arkansas Tobacco Control (ATC) website to determine the permitted establishments within their counties. The information collected by the applicant will be input into the designated reporting system. The applicant will be required to complete 50% of the assessments based off the data from ATC website by the end of the first year of the grant. By the end of year two, 100% of the assessments must be completed and input into the system.

- Data collected will be used by the applicant to educate school officials and thought leaders on:
  - Youth access to tobacco and nicotine products within walking distance of their school.
  - How tobacco companies target youth and low-income communities.
  - Actions they can take to limit availability and visibility of tobacco and nicotine products marketed to youth.

## **4. Community Education**

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

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

## **5. Policy**

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

- The applicant, through their community coalition, will work to obtain a minimum of two (2) comprehensive city-wide smoke- free/tobacco/nicotine free ordinances within the counties served.
- The applicant will work with faith-based organizations to obtain a minimum of eight (8) smoke-free/tobacco/nicotine free policies.
- The applicant will contact community thought leaders a minimum of four (4) times annually to discuss and educate them on the health and the economic impact of tobacco and JUUL/electronic cigarette use in their district. Two interactions must be in person with the community thought leaders and two can be by phone or email.
- The applicant will ensure community coalition members do at least one presentation, by county served, each month. Presentations should target local business, social organizations, faith based, and those that can help champion tobacco free policies in the community.
- The applicant will conduct at a minimum of 24 educational activities to the public on current laws pertaining to smoke-free policies, ACT 811 and T-21.

## 6. Media

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

- The applicant should develop an information brochure designed by coalition members to promote the coalition and its activities.
  - The brochure should include: Funding, mission statement, membership criteria, call to action/how can you help, area of work/projects, and coalition contact information. The brochure should also promote the “Be Well Call Center” and the 1-833-283-WELL Brochure development should be submitted to TPCP for approval by the Community Coalitions third (3<sup>rd</sup>) meeting.
- The applicant should recognize cities that adopt smoke-free/tobacco/nicotine free ordinances through press releases, and/or other public recognition ceremonies.
- The applicant will develop or identify and implement special awareness activities, including but not limited to:
  - Kick Butts Day
  - Great American Smoke Out
  - Red Ribbon Week
  - World No Tobacco Day
- The applicant should advertise, announce and promote special events to keep the community informed about program activities.
- The applicant will prepare a one-page annual report on successes and accomplishments no later than June 30<sup>th</sup> of each year which will be submitted into the designated reporting tool.
- The applicant will maintain social media accounts to provide resources and information and updates on coalition activities.

## C. Cessation Services

- The applicant will visit 100 healthcare facilities, HUD housing, workplaces, and schools annually in their select counties to promote the Be Well Program and 1-833-283-WELL. The applicant will provide brochures, flyers, health related pamphlets, window clings etc.

## D. Staffing

All core (required) staff must be employed and supervised by the applicant/fiduciary agent or an individual/organization appointed by the applicant/fiduciary agent. If the core staff is employed by a designated organization other than the applicant, the overall responsibility of the core staff and deliverables remains the responsibility of the applicant/fiduciary.

Staff **must** have the appropriate competencies to dedicate and deliver an approved tobacco control work plan. Applicants **must** include, at a minimum, one full time dedicated tobacco coordinator in the budget proposal to administer tobacco interventions.

- The required minimum qualifications for the tobacco coordinator is a bachelor's degree and/or three years of experience in advocacy, tobacco control, or similar field (e.g., health education, teaching). Other job-related education and/or experience may be substituted for all or part of these basic requirements. However, the applicant must be able to clearly demonstrate skills sets that allow for education of business owners, school officials, elected officials and members of the community including all ages and backgrounds.
- Job responsibilities consist of managing day-to-day coordinating and guiding evidence-based tobacco control activities and interventions listed in the scope of work.

Below are typical job functions of the tobacco coordinator:

- Assemble the community coalition
- Oversee data collection and community assessment efforts
- Organizes testimony for public hearings
- Develop media plan and education materials
- Works closely with committee to troubleshoot problems and to decide how issues should be addressed
- Ensures that activities are evaluated, and feedback is used to facilitate ongoing work of both the youth and community coalitions
- Collects information on key political, scientific, social, and legal issues that arise
- Fields calls from community resident's requesting more information on secondhand smoke or

the smoke-free policy efforts

- Provides guidance, support, training and tools to community coalition to carry out smoke-free policy work
- Provides logistical support for coalition meetings
- Manages database of coalition members, media, and community contacts
- Meets with stakeholders and influential decision makers to build support for coalition activities and smoke free policies
- Contacts community leaders through visits, phone calls, letters, emails etc. to provide education on impact of tobacco on health and economy of counties represented

#### **E. Training**

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

#### **F. Reporting**

The funded applicant must assure that all work plan activities are recorded in TPCP's designated reporting system. Technical assistance will be provided to ensure effective use of the reporting system. Effective use/reporting will enable the awarded applicant to track activities, services, and outcomes for self-monitoring and program evaluation.

- The applicant will assure that work plan activities are entered into the reporting system monthly; no later than the 6<sup>th</sup> of each month.
- The applicant will be required to review, approve, and submit monthly invoices no later than the 15<sup>th</sup> of the following month.

#### **G. Meetings**

The tobacco coordinator will:

- Participate in report system trainings.
- Participate in all required/recommended webinars, regional, statewide and national meetings; attend required trainings (an estimated two trainings per quarter may be held annually and may require travel to other areas of the state).
- Travel to Little Rock as required. Applicants should budget for a minimum of two (2) trips to Little Rock per year.
- Participate in monthly calls from TPCP staff for progress status reporting and technical assistance.

#### **H. Work Plan**

All applicants must include a work plan for each year of the grant in their application outlining activities in counties served. Each work plan must include activities for each of the following three components: prevent initiation, eliminate exposure, and cessation. A sample work plan is provided in Appendix 1.

#### **I. Reimbursement Guidelines**

The awarded applicants will be reimbursed monthly based on an "Actual Cost" incurred. Actual cost reimbursement is based on a complete itemized listing of allowable program expenses. These expenses must be within the approved budget's itemized listing of allowable program costs. Backup documentation is required when submitting invoices for payment. No advance payments are allowed.

#### **J. Evaluation**

Applicants will ensure work plan activities are evaluated and will utilize information to base decisions for improvement in program effectiveness and to demonstrate accountability to stakeholders. Applicants must document the evaluation process and how the evaluation will be used to improve outcomes.

#### **K. Health & Safety**

In the event of a health pandemic where schools, businesses, and community events may be shut down to the public, the applicant will be required to continue with work plan activities by implementing recommended safety practices set forth by TPCP.

**ADH Responsibilities**

ADH will:

- Provide report system trainings for applicant required staff
- Provide information on training and educational (CME) classes sponsored by TPCP.
- Provide technical assistance when requested.
- Conduct monthly calls for follow up on status of progress toward work plan goals

**PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below, *Performance Standards* identifies expected deliverables, performance measures, or outcomes, and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- C. The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the vendor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards **shall** become an official part of the contract.
- E. Performance Standards **shall** continue throughout the term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages.
- G. In the event a Performance Standard is not met, the vendor will have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- H. Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

Performance Standards		
Service Criteria	Acceptable Performance	Damages for Insufficient Performance
The applicant will assure that work plan activities are entered into the reporting system monthly; no later than the 6 <sup>th</sup> of each month.	<ol style="list-style-type: none"> <li>1. The applicant will complete approved work plan and budget by July 31, 2021.</li> <li>2. The applicant will document work effort to fully implement work plan objectives and activities</li> </ol>	Failure to complete criteria could result in delay in program continuation and could jeopardize future sub-grant awards.
The applicant will build and/or maintain two youth centered tobacco prevention coalitions.	<ol style="list-style-type: none"> <li>1. The applicant will establish youth teams by December 31, 2021.</li> <li>2. The applicant will maintain youth teams through the duration of grant.</li> <li>3. The applicant will have completed at least 90% of the activities required as outlined by RFA by the end of each year of funding.</li> </ol>	Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.
The applicant will build and maintain a community coalition for each county served.	The applicant will establish a community coalition in the first year of funding by December of that year and maintain the coalition for the duration of the grant.	Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding
The applicant will prepare a community assessment for each county served.	The community assessment will be completed by the first quarter of the grant cycle and submitted to TPCP by the 15 <sup>th</sup> of the following month.	Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding
The applicant will prepare an ordinance development planning form for those cites targeted for tobacco policy ordinances.	The ordinance development planning forms will be completed by the second quarter of the grant cycle and submitted to TPCP by the 15 <sup>th</sup> of the following month.	Failure to complete these requirements within the time frame will result in a probation period of no more than 3 months. Failure to remedy could result in loss of funding.
The applicant will conduct Educational outreach to the public, worksites, policy makers, community organizations, and other health and public institutions on tobacco prevention and control issues at a minimum of 32 times per year.	The applicant will complete 100% of the required educational outreach activities for each year of the grant cycle.	Failure to complete these requirements within the first year of funding will result in a probation of no more than 3 months in the following year of funding. Failure to remedy could result in loss of funding.
The applicant will conduct 100 Be Well visits with medical, dental and pharmaceutical organizations within their counties to promote the Be Well program and to provide Be Well promotional materials.	The applicant will complete 100% of the required Be Well outreach activities for each year of the grant cycle.	Failure to complete these requirements within the first year of funding will result in a probation of no more than 3 months in the following year of funding. Failure to remedy could result in loss of funding.

## **SECTION 3 – CRITERIA FOR SELECTION**

- o **Do not provide responses to items in this section.**

### 3.1 **APPLICATION SCORE**

- A. ADH will review each Application Packet to verify submission requirements have been met. Application Packets that do not meet submission requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed evaluation committee will evaluate and score qualifying applications. Evaluation will be based on applicant's response to the Information for Evaluation section included in the Application Packet.
1. Members of the evaluation committee will individually review and evaluate proposals and complete an Individual Score Worksheet for each proposal. Individual scoring for each evaluation criteria will be based on the following Scoring Description.

Quality Rating	Quality of Response	Description	Confidence in Proposed Approach
5	Excellent	When considered in relation to the RFA evaluation factor, the application squarely meets the requirement and exhibits outstanding knowledge, creativity, ability or other exceptional characteristics. Extremely good.	Very High
4	Good	When considered in the relation to the RFA evaluation factor, the application squarely meets the requirement and is better than merely acceptable.	High
3	Acceptable	When considered in relation to the RFA evaluation factor, the application is of acceptable quality.	Moderate
2	Marginal	When considered in relation to the RFA evaluation factor, the application's acceptability is doubtful.	Low
1	Poor	When considered in relation to the RFA evaluation factor, the application is inferior.	Very Low
0	Unacceptable	When considered in relation to the RFA evaluation factor, the application clearly does not meet the requirement, either because it was left blank or because the application is unresponsive.	No Confidence

2. After initial individual evaluations are complete, the evaluation committee members will meet to discuss their individual ratings during the consensus meeting. At this consensus scoring meeting, each member will be afforded an opportunity to discuss his or her rating for each evaluation criteria.
3. After committee members have had an opportunity to discuss their individual scores with the group, the individual committee members will be given the opportunity to change their initial individual scores, if they feel that is appropriate.
4. The final individual scores of the evaluators will be recorded on the Consensus Score Sheets and averaged to determine the group or consensus score for each application.
5. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.

C. The Information for Evaluation section has been divided into sub-sections.

1. In each sub-section, items/questions have each been assigned a maximum point value of five (5) points. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Points Possible	Sub-Section's Weighted Percentage	* Maximum Weighted Score Possible
E.1 Organizational Description and Experience Information	15	30%	300
E.2 Organizational Capacity	15	10%	100
E.3 Approach and Methodology	75	60%	600
<b>Response Score</b>	<b>105</b>	<b>100%</b>	<b>1000</b>

\*Sub-Section's Percentage Weight x Total Weighted Score = Maximum Weighted Score Possible for the sub-section.

D. The applicant's weighted score for each sub-section will be determined using the following formula:

$$(A/B) * C = D$$

A = Actual Raw Points received for sub-section in evaluation  
 B = Maximum Raw Points possible for sub-section  
 C = Maximum Weighted Score possible for sub-section  
 D = Weighted Score received for sub-section

- E. Applicant's weighted scores for sub-sections will be added to determine the Total Score for the Application.
- F. Applications that do not receive a minimum weighted score/subtotal of 550 may not move forward in the solicitation process.

### 3.2 **ACCEPTANCE OF EVALUATION TECHNIQUE**

- A. Applicant **must** agree to all evaluation processes and procedures as defined in this solicitation.
- B. The submission of an Application Packet signifies the applicant understands and agrees that subjective judgments will be made during the evaluation and scoring of the responses.

## **SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS**

- o ***Do not provide responses to items in this section.***

### 4.1 **PAYMENT AND INVOICE PROVISIONS**

- A. All invoices **shall** be forwarded to:
  - Final invoices **must** be submitted to (ADH) within forty-five (45) calendar days of contract expiration.
- B. Pursuant to Arkansas Code Annotated 19-4-206, the agency **shall** certify that services have been performed or the goods received prior to payment being authorized and processed.
- C. Additional documentation may be required when submitting invoices for payment.



#### 4.2 **USE OF FUNDS**

- A. Funds **must** be used to meet requirements of the sub-grant.
- B. Funds may not be used for items not identified on the budget without a budget adjustment request and/or prior approvals.

#### 4.3 **CONDITIONS OF CONTRACT**

- A. Applicant(s) **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Applicant(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the vendor.

#### 4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of applicant-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The applicant **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any applicant-owned items.
- B. The applicant's liability for damages to the State **shall** be limited to the value of the sub-grant. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the contract. The applicant and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

#### 4.5 **RECORD RETENTION**

- A. The applicant **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

#### 4.6 **ACCESS TO RECORDS**

The applicant will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers, or records of the applicant related to any services performed under the sub-grant.

#### 4.7 **CONFIDENTIALITY**

- A. The applicant, applicant's subsidiaries, and applicant's employees **shall** be bound to all laws and to all requirements set forth in this bid solicitation concerning the confidentiality and secure handling of information of which they may become aware during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this bid solicitation may contain additional confidentiality Requirements.

#### 4.8 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State **shall** be final and controlling.

#### 4.9 **LEGISLATIVE REVIEW**

- A. Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee.
- B. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.
- C. All non-discretionary sub-grants are exempt from review.
- D. Certain discretionary sub-grants are exempt from review. These include:
  - o sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
  - o disaster relief sub-grants
  - o sub-grants identified by the Arkansas Legislative Council to be exempt
  - o sub-grants deemed to contain confidential information that would be in violation of disclosure laws
  - o sub-grants for scholarship or financial assistance award to or for a post-secondary student

#### 4.10 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the applicant fails to perform its obligations under it by giving the applicant written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the applicant in writing of the reasons why the State is considering cancelling the contract and provide the applicant with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Applicant written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the applicant has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the applicant may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

#### 4.11 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

## **SECTION 5 – STANDARD TERMS AND CONDITIONS**

- o **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of an application or any and all applications, to waive minor technicalities, and to award the sub-grant to best serve the interest of the State.
- 3. **APPLICATION SUBMISSION:** Application Packets **must** be submitted to the Arkansas Department of Health on or before the date and time specified. The Application Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Solicitation*. The application **must** be typed or printed in ink. The signature **must** be in ink. Unsigned applications **shall** be disqualified. The person signing the application should show title or authority to bind his firm in a contract. Late applications **shall not** be considered under any circumstances.
- 4. **FORCE MAJEURE:** Neither party will be held responsible for the delay or failure to perform any part of this sub-grant when such delay or failure to perform any part of this sub-grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- 5. **STATE AND FEDERAL LAWS:** Performance of this sub-grant by the applicant and the Department must comply with state and federal laws, rules, and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the applicant will receive notification of the required changes. This sub-grant shall then be amended.
- 6. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The applicant will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
  - Title 45 Code of Federal Regulations
    - Part 80 (Nondiscrimination on the Basis of Race or Sex)
    - Part 84 (Nondiscrimination on the Basis of Handicap)
    - Part 90 (Nondiscrimination on the Basis of Age)
  - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. Seq.
  - Title 28 Code of Federal Regulations
    - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
  - Title 41 Code of Federal Regulations
    - Part 60-74 (OFCCP: Affirmative Action Regulations on Handicapped Workers) ADH will furnish a copy of these regulations to the applicant upon request.
- 7. **CONFIDENTIALITY OF CLIENT RECORDS:** The applicant will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian, or legal representative.
- 8. **LIMITATION OF THE DEPARTMENT'S OBLIGATION TO PAY:** The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- 9. **PAYMENT FROM DEPARTMENT CONSIDERED PAYMENT IN FULL:** Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

10. **AUDIT REQUIREMENT:** For awards in excess of \$300,000.00 a current audit report is due. Applicant shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines."

Arkansas Department of  
Health Internal Audit  
Section  
4815 West Markham Street,  
Slot 54 Little Rock, AR 72205-  
3867

11. **DEPARTMENTAL RECOVERY OF FUNDS:** The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.
12. **AMENDMENTS:** Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Applicant and the Arkansas Department of Health. Applicant and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.
13. **AWARD:** Term Contract: A contract award will be issued to the successful applicant. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
14. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency. Vendor **shall** properly identify items being returned.
15. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
16. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
17. **CLAIMS:** Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Applicant.
18. **CANCELLATION:** In the event the State no longer needs the commodities or services specified for any reason (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

**NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**

19. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
20. **ETHICAL STANDARDS:** Pursuant to Arkansas Code Annotated §19-11-708(a-c), it **shall** be breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

21. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Application Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
22. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.