



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

REQUEST FOR APPLICATION

SOLICITATION INFORMATION			
Solicitation Number:	DH-25-0005	Solicitation Issued:	01/23/2025
Sub-Grant Description:	Intervention Services to Support Initiatives to Reduce Cancer Burden in Arkansas		
Agency Information	AR Department of Health – Division for Health Advancement		

APPLICATION DEADLINE	
Application Deadline Date/Time:	February 6 th , 2025, 2pm Central Time
Application shall not 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 shall be considered late and shall be returned to the bidder without further review.	

DELIVERY OF RESPONSE DOCUMENTS			
Sealed applications may be mailed, or hand delivered to the following locations:			
Mailing Address:	Arkansas Department of Health Attn: Maurice Rogers 4815 W Markham Street, Slot 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, L163 Little Rock, AR 72205		
Response's Outer Packaging:	Outer packaging must 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">• Solicitation Number• Application Date/Time• Applicant's name and return address		
ARKANSAS DEPARTMENT OF HEALTH CONTACT INFORMATION			
Issuing Officer:	Maurice Rogers	Phone Number:	501-280-4586
Email Address:	Maurice.Rogers@arkansas.gov	Alternate Number	501-804-2415
ADH Website:	Grant & Bid Opportunities - Arkansas Department of Health		

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 meet grant funding deliverables of the Center for Disease Control (CDC), National Comprehensive Cancer Prevention and Control Program (NCCCP) funding award to assist the Arkansas Department of Health's Cancer Prevention and Control Section with the organization in implementing a statewide multi-sectoral cancer coalition with the goal of decreasing cancer morbidity and mortality for Arkansans.

Funds will be used to support cancer control strategies that are evidence-based and guided by the CDC six priorities for NCCCP:

1. Stress primary prevention or making healthy choices to stop cancer before it starts.
2. Help people find cancer early by getting screened at the right time.
3. Support people diagnosed with cancer (survivors) through their treatment and beyond.
4. Provide proven strategies for states, health care networks, and others to put into place, making sure cancer control efforts are effective for everyone who needs them.
5. Promote access to good health care for everyone.
6. Study policies and programs to make sure they work.

The successful applicant will develop, implement, and evaluate a state Cancer Plan. The plan is guided by NCCCP priorities that focus coalition efforts on evidence-based strategies that affect cancer prevention and control from diagnosis through end of life. Areas of NCCCP focus are:

- primary prevention
- promoting early detection and treatment of cancer
- supporting cancer survivors and caregivers
- cross cutting priorities of building healthy communities through policy, systems, and environmental (PSE) approaches, and achieving health equity within cancer prevention and control.

The Arkansas Department of Health will provide administrative oversight regarding applicant compliance with the NCCCP grant mandates, terms, and conditions. The applicant will ensure that all contracted entities remain in full compliance with all grant terms and conditions for the duration of the sub-grant agreement. The successful applicant will provide technical assistance, evaluation, coordination, management, as well as oversight of program implementation for NCCCP funded sub-grant activities.

The successful applicant may provide all program requirements in-house or contract with other capable entities to provide program requirements.

1.2 BACKGROUND

The Arkansas Department of Health (ADH) issues this Request for Application (RFA) to obtain applications for funding for a statewide multi-sectoral cancer coalition to provide intervention and support initiatives to reduce cancer morbidity and mortality rates in Arkansas.

Cancer is the second leading cause of death behind heart disease in Arkansas. The most frequently diagnosed cancers in the state include lung, colorectal, breast cancer among women, and prostate cancer among men. It is estimated that approximately 18,670 Arkansans were diagnosed with cancer, and 6,340 died of cancer in Arkansas in 2023 (Arkansas Central Cancer Registry). According to the American Cancer Society, 1 in 2 men and 1 in 3 women will be diagnosed with cancer in their lifetime.

This grant is a crucial component of the federal National Comprehensive Cancer Prevention and Control Program (NCCCP) which provides funds to help cancer coalitions implement effective and sustainable plans to prevent and control cancer.

To learn more about the NCCCP go to: <https://www.cdc.gov/comprehensive-cancer-control/about/index.html>

To learn more about evidenced-based cancer control programs go to:
<https://ebccp.cancercontrol.cancer.gov/index.do>

1.3 **GRANT PERIOD**

- A. The anticipated initial term is anticipated to be from July 1, 2025 – June 30, 2026.
- B. Upon mutual agreement between the applicant and the agency, the sub-grant may be renewed for up to six (6) additional one-year terms or portions thereof contingent upon appropriation of funding and approvals.
- C. The total agreement term, including any amendments and/or possible extensions, will not exceed seven (7) consecutive years.

1.4 **AVAILABLE FUNDING**

- A. Maximum amount of funding available for award is anticipated to be \$116,204 to a single applicant.
- B. Funding is contingent upon review and acceptance of application.
- C. Funds **must** be used in accordance with the budget as approved.
- D. ADH reserves the right to determine allowable and non-allowable costs.
- E. Prior to award, ADH may increase the amount of funding in efforts to maximize program support. Applicant **must** submit a revised budget worksheet reflecting changes.

1.5 **ELIGIBILITY & FUNDING REQUIREMENTS**

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

- A. Funds will be used to support cancer control strategies that are evidence-based and guided by the CDC six priorities for NCCCP:
 - 1. Stress primary prevention or making healthy choices to stop cancer before it starts.
 - 2. Help people find cancer early by getting screened at the right time.
 - 3. Support people diagnosed with cancer (survivors) through their treatment and beyond.
 - 4. Provide proven strategies for states, health care networks, and others to put into place, making sure cancer control efforts are effective for everyone who needs them.
 - 5. Promote access to good health care for everyone.
 - 6. Study policies and programs to make sure they work.

1.6 **BUDGET & JUSTIFICATION**

- A. Applicant **must** complete the Itemized Budget Worksheet (Attachment A) provided as a separate excel file and will not be included in the scoring of applications.
- B. Recipient(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 L163
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 **shall** 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.

ADH: Arkansas Department of Health

RFA: Request for Applications

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:
- Original signed Application Signature Page
 - Proposed Subcontractors Form
 - Response to the Information for Evaluation section included in the Application Packet
 - Budget Worksheet, proposed in U.S. dollars and cents
 - Combined Certifications Form
 - EO 98-04 Contract and Grant Disclosure and Certification form
 - 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 entirely in the English language.

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

- Signed Addenda, if applicable
- Equal Employment Opportunity Policy

3. DO NOT include any other documents or ancillary information, such as a cover letter or promotional/marketing information.**B. 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. Three (3) complete hard copies (marked “COPY”) of the Application Packet.
- b. One (1) electronic copy of the Application Packet, on a flash drive.
- 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”) the original Application Packet, on a flash drive.

1.12 CLARIFICATION OF SOLICITATION

Any questions requesting clarification of information contained in this RFA should be submitted in writing via email to the issuing buyer.

1.13 APPLICATION SIGNATURE PAGE

- A. An official authorized to bind the applicant(s) to a resultant Sub-Grant **must** sign the Application Signature Page included in the Application Packet.
- B. Applicants' signature on this page **shall** signify applicant'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

1.14 FUNDING ESCALATION

- A. ADH may increase funding throughout the duration of the contract.
- B. Recipient **must** provide a revised budget reflecting the increase. ADH will have the right to require additional information pertaining to the increase.
- C. Budget revisions are not valid until approved by ADH.

1.15 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 applicant **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 applicant.
- D. If a redacted copy of the submission documents is not provided with applicant's response packet, a copy of the non-redacted documents, except for 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 applicant will be contacted prior to release of the documents.

1.16 CAUTION TO RECIPIENT(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.

1.17 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, will require the due date to be extended and may or may not include changes to the Solicitation.

- C. The applicant **shall** be responsible for checking the ADH website, [Grant & Bid Opportunities - Arkansas Department of Health](#) for any and all addenda up to bid opening.

1.18 **QUALIFICATION AND AWARD PROCESS**

A. Successful Applicant(s) Selection

The ranking of applicant(s) **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 and/or posted on the ADH website.
2. The anticipated award will be for a period of fourteen (14) days prior to the issuance of a contract. Applicants 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 and/or the ADH website for the notification of an anticipated award.

C. Issuance of an Agreement

1. Any resultant sub-grant agreement of this RFA **shall** be subject to State approval processes which may include Legislative review.

1.19 **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
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs

- B. A women-owned business is defined by Act 1080 of the 91st 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*.

1.20 **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. Recipients 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. Applicants who are not required by law to have an EEO Policy **must** submit a written statement to that effect.

1.21 GENERAL TERMS AND CONDITIONS

- A. The Prospective Contractor represents and warrants that, prior to being awarded any executed contract resulting from this Solicitation, the Prospective Contractor has taken or **shall** take all actions necessary to receive payment from the State through Electronic Funds Transfer (EFT) for the services and/or commodities to be provided under any such contract. This includes, without limitation, the following actions:
1. Signing documents authorizing the State to make EFT payments into a bank account designated by the Prospective Contractor.
 2. Providing all information requested by the State to set up EFT payments, including either a voided check or a letter from their financial institution that contains the following information:
 - a. Account holder's name
 - b. Account number
 - c. Routing number
 - d. Financial institution official's contact information and signature
 3. In the event the EFT information changes, the Contractor **shall** be responsible for providing the updated information to the State. No interest or late payment penalty will apply if payment is delayed because of the Contractor's failure to initially provide or update information necessary for the State to make EFT payment.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. Specifications, drawings, technical information, dies, cuts, negatives, positives, data, other such item furnished by the State to the Contractor, or a combination thereof hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall**:
1. Remain property of the State.
 2. Be kept confidential as permitted or required by law.
 3. Be used only as expressly authorized.
 4. Be returned at the Contractor's expense to the F.O.B. destination point provided by the State, as requested by the State.

- a. The Contractor **shall** properly identify items being returned.
- E. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any goods or services (Arkansas Code Annotated § 19-4-1206).
1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the Department.
 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the goods or services purchased as a whole.
- F. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- G. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- H. This RFA incorporates all terms of the Services Contract (SRV-1) Fillable Form (found here: [Services-Contract-SRV-1-Fillable-Form-110824.pdf](#)).
1. A Prospective Contractor's proposal may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this RFP.
- I. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
1. Items may only be modified if the legal requirement is satisfied and approved by the State during Discussions.

1.22 **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.

1.23 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- A. The recipient, as a lower tier recipient 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:
 - i. Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department of agency.

- ii. 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.

1.24 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.

1.25 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 cause an applicant to be disqualified.

1.26 PRIVACY & SECURITY REQUIREMENTS

The Applicant **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 Applicant(s) 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.
3. If required, prior to award, the Applicant **shall** sign a Business Associate Agreement.

1.27 RESERVATION

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

SECTION 2 – APPLICANT REQUIREMENTS

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

2.1 SCOPE OF WORK

The successful applicant **shall** be responsible for convening a statewide multi-sectoral cancer coalition in Arkansas by direct service provision or implementation of the grant requirements through the use of sub-grants to capable entities. Applicants submitted in response to this Request for Applications (RFA) **shall** focus on developing and implementing a state cancer plan to guide evidence-based cancer prevention and control activities.

2.2 ENGAGEMENT REQUIREMENTS AND COMMITMENTS

- A. The selected applicant **shall** collaborate with the National Comprehensive Cancer Control (NCCCP) Program at ADH.
- B. The selected applicant **shall** maintain an extensive network of organizations and individuals committed to decreasing cancer incidence, morbidity, and mortality in the state of Arkansas by selecting targeted, evidence-based interventions that leverage resources and produce measurable results.
- C. The selected applicant **shall** organize and maintain the statewide multi-sectoral cancer coalition.
- D. The selected applicant **shall** provide membership list demonstrating statewide geographic reach.
- E. The selected applicant **shall** host quarterly state cancer coalition meetings in person and/or virtually.
- F. The selected applicant **shall** recruit members in all five (5) public health regions.
- G. The selected applicant **shall** update the Arkansas Cancer Plan (ACP) every five (5) years and implement it annually.
- H. The selected applicant **shall** participate in the following:
 1. Cancer workgroups or roundtables (state, regional or national)
 2. Chronic Disease Coordinating Council
 3. NCCCP Comprehensive Cancer Leadership Team (CCLT)
- I. The selected applicant **shall** attend 75% of the CCLT meetings annually.
- J. The selected applicant **shall** coordinate at least one (1) state level conference per year to educate and update healthcare providers and partners on the cancer burden in Arkansas.
- K. The selected applicant **shall** address the health equity needs of people at risk for cancer, cancer patients, and cancer survivors through community partnerships.
- L. The selected applicant **shall** attend and/or participate in CDC site visits, teleconferences, and webinars as requested.

2.3 CANCER DATA, INVOICES, AND SURVEILLANCE REQUIREMENTS AND COMMITMENTS

- A. The selected applicant **shall** coordinate with the Arkansas Center Cancer Registry (ACCR) to provide the latest cancer data at a minimum of three (3) conferences per year.
- B. The selected applicant **shall** send monthly invoices on the Subgrantee Payment Request Form (Attachment B) to the Comprehensive Cancer Program, Budget Analyst.
- C. The selected applicant **shall** submit the Cancer Coalition Work Plan/Progress Report electronically each quarter to the Comprehensive Cancer Program, Grants Coordinator. The Cancer Coalition Work Plan/Progress Report Template (Attachment C) is attached as a separate file.

- D. The selected applicant **shall** submit an annual workplan utilizing the SMARTIE objectives in the work plan. Attachment D contains a description of SMARTIE objectives to ensure goals are equitable and inclusive.
- E. The selected applicant **shall** provide reporting data to the evaluator and NCCCP as requested.
- F. The selected applicant **shall** use cancer data to identify and address health disparities that affect the top 10 highest-morbidity cancers.

2.4 OUTREACH, PARTNERSHIPS, SCREENING, AND EDUCATION REQUIREMENTS AND COMMITMENTS

- A. The selected applicant **shall** work with ADH to provide activities and programs that will inform and educate Arkansans on the status of cancer and work to recognize and eliminate health disparities in cancer.
- B. The selected applicant **shall** collaborate with partners to plan and implement programs using ACCR data for training and educating Arkansans through a minimum of three (3) conferences per year.
- C. The selected applicant **shall** provide partner list demonstrating type of partner (traditional, university, or nontraditional).
- D. The selected applicant **shall** promote cancer prevention, cancer screening, and cancer education.
- E. The selected applicant **shall** coordinate a minimum of one training session per year to educate medical providers and paraprofessionals about cancer survivorship issues.
- F. The selected applicant **shall** disseminate an annual report to describe coalition activities implementing the ACP.

2.5 ADDITIONAL REQUIREMENTS AND COMMITMENTS

- A. The selected applicant **shall** retain staff and fill vacancies to manage and carry out NCCCP activities.
- B. The selected applicant **shall** contract with an external auditing firm to ensure sound fiscal management.
- C. The selected applicant **shall** maintain records to demonstrate a 30% leveraged and in-kind ratio for the implementation of the cancer plan.
- D. The selected applicant **shall** ensure a 95% spend rate by tracking expenditures and submitting timely quarterly reports.

2.6 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- 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. Table B: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- F. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE B: PERFORMANCE STANDARDS

Performance Standards		
Criteria	Standard	Damages
Engagement	<ul style="list-style-type: none"> • Host quarterly cancer coalition meetings. • Attend 75% CCLT meetings. • Update ACP every 5 years. 	Failure to maintain participation and attendance as outlined in this RFA may result in payment delay, and/or termination of contract.
Cancer Data and Surveillance	<ul style="list-style-type: none"> • Provide cancer data at three (3) conferences per year. • Submit quarterly program reports. 	Failure to comply as outlined in this RFA may result in payment delay, and/or termination of contract.
Outreach, Partnerships, Screening, and Education	<ul style="list-style-type: none"> • Coordinate and/or host a minimum of three (3) training and educational events per year. • Coordinate survivorship training annually. • Disseminate annual report. 	Failure to provide training as outlined in this RFA may result in payment delay and/or termination of contract.
Additional Requirements	<ul style="list-style-type: none"> • Maintain and hire qualified staff to manage and carry out the required activities. 	Failure to comply as outlined in this RFA may result in payment delay, and/or termination of contract.

SECTION 3 – CRITERIA FOR SELECTION

- **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 Engagement	15	40%	400
E.2 Cancer Data and Surveillance	10	20%	200
E.3 Outreach, Partnerships, Screening and Education	10	35%	350
E.4 Additional Requirements	10	5%	50
Response Score	45	100%	1000

*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:

$$(A/B) \times C = D$$

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 450 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

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

4.1 PAYMENT AND INVOICE PROVISIONS

A. All invoices **shall** be forwarded to:

Michael Koch
Budget Manager
4815 West Markham St., Slot 11
Little Rock, AR 72205-3867
Michael.Koch@arkansas.gov
501-661-2329

B. Final invoices **shall** be submitted to ADH within thirty (30) calendar days of contract expiration.

C. 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.

D. 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 with a budget adjustment request and/or prior approvals.

4.3 CONDITIONS OF CONTRACT

A. Recipient(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. Recipient(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 recipient-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 recipient **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 recipient-owned items.

B. The recipient'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 recipient 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 recipient 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 recipient 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:
 - sub-grants to another governmental entity such as a state agency, public educational institution, federal governmental entity or body of a local government
 - disaster relief sub-grants
 - sub-grants identified by the Arkansas Legislative Council to be exempt
 - sub-grants deemed to contain confidential information that would be in violation of disclosure laws
 - 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 recipient fails to perform its obligations under it by giving the recipient 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 recipient in writing of the reasons why the State is considering cancelling the contract and provide the recipient 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 Recipient written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the recipient 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 recipient 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

- **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 recipient 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 recipient will receive notification of the required changes. This sub-grant shall then be amended.
6. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** The recipient 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 recipient upon request.
7. **CONFIDENTIALITY OF CLIENT RECORDS:** The recipient 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. Recipient 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 Recipient and the Arkansas Department of Health. Recipient 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 recipient. 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 Recipient.
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.