



STATE OF ALASKA
Department of Health and Social Services
Division of Public Health
350 Main St. Room 6
AOB Basement
Juneau, AK 99801

Request For Proposals
RFP 2011-0600-0063
Date of Issue: May 31, 2011

Title and Purpose of RFP:
Tobacco Cessation Technical Assistance and Outreach

The division of Health and Social Services, Division of Public Health, Tobacco Prevention and Control Program (TPC) is soliciting proposals to serve as a Tobacco Cessation Technical Assistance and Outreach Contractor and provide technical assistance, education and training to organizations interested in addressing tobacco cessation at the systems level.

Offerors Are Not Required To Return This Form.

Important Notice: If you received this solicitation from the State of Alaska's "Online Public Notice" web site, you must register with the procurement officer listed in this document to receive subsequent amendments. Failure to contact the procurement officer may result in the rejection of your offer.

Shavonne Jordan
Grants Administrator
Department of Health and Social Services
shavonne.jordan@alaska.gov

TABLE OF CONTENTS

1. SECTION ONE INTRODUCTION AND INSTRUCTIONS.....	4
1.01 RETURN MAILING ADDRESS, CONTACT PERSON, TELEPHONE, FAX NUMBERS AND DEADLINE FOR RECEIPT OF PROPOSALS	4
1.02 CONTRACT TERM AND WORK SCHEDULE	4
1.03 PURPOSE OF THE RFP	5
1.04 BUDGET	5
1.05 LOCATION OF WORK.....	5
1.06 ASSISTANCE TO OFFERORS WITH A DISABILITY.....	6
1.07 REQUIRED REVIEW	6
1.08 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS.....	6
1.09 AMENDMENTS	6
1.10 ALTERNATE PROPOSALS	7
1.11 RIGHT OF REJECTION	7
1.12 STATE NOT RESPONSIBLE FOR PREPARATION COSTS	7
1.13 DISCLOSURE OF PROPOSAL CONTENTS	7
1.14 SUBCONTRACTORS	8
1.15 JOINT VENTURES	8
1.16 OFFEROR'S CERTIFICATION	8
1.17 CONFLICT OF INTEREST.....	9
1.18 RIGHT TO INSPECT PLACE OF BUSINESS	9
1.19 SOLICITATION ADVERTISING.....	9
1.20 NEWS RELEASES	9
1.21 ASSIGNMENT	9
1.22 DISPUTES	9
1.23 SEVERABILITY	9
1.24 FEDERAL REQUIREMENTS.....	10
2. SECTION TWO STANDARD PROPOSAL INFORMATION.....	11
2.01 AUTHORIZED SIGNATURE	11
2.02 PRE-PROPOSAL CONFERENCE	11
2.03 SITE INSPECTION.....	11
2.04 AMENDMENTS TO PROPOSALS	11
2.05 SUPPLEMENTAL TERMS AND CONDITIONS	11
2.06 CLARIFICATION OF OFFERS	11
2.07 DISCUSSIONS WITH OFFERORS	11
2.08 MINIMUM QUALIFICATIONS	12
2.09 EVALUATION OF PROPOSALS.....	12
2.10 VENDOR TAX ID.....	12
2.11 F.O.B. POINT	12
2.12 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES.....	13
2.13 APPLICATION OF PREFERENCES	14
2.14 5 PERCENT ALASKA BIDDER PREFERENCE	14
2.15 5 PERCENT ALASKA VETERAN PREFERENCE	15
2.16 FORMULA USED TO CONVERT COST TO POINTS.....	15
2.17 ALASKA OFFEROR PREFERENCE	16
2.18 CONTRACT NEGOTIATION	17
2.19 FAILURE TO NEGOTIATE.....	17
2.20 NOTICE OF INTENT TO AWARD (NIA) — OFFEROR NOTIFICATION OF SELECTION	17
2.21 PROTEST	17

3. SECTION THREE STANDARD CONTRACT INFORMATION	19
3.01 CONTRACT TYPE	19
3.02 CONTRACT APPROVAL.....	19
3.03 STANDARD CONTRACT PROVISIONS.....	19
3.04 PROPOSAL AS A PART OF THE CONTRACT	19
3.05 ADDITIONAL TERMS AND CONDITIONS	19
3.06 INSURANCE REQUIREMENTS	19
3.07 BID BOND - PERFORMANCE BOND - SURETY DEPOSIT	20
3.08 CONTRACT FUNDING	20
3.09 PROPOSED PAYMENT PROCEDURES	20
3.10 CONTRACT PAYMENT	20
3.11 INFORMAL DEBRIEFING.....	20
3.12 CONTRACT PERSONNEL	20
3.13 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES.....	20
3.14 TERMINATION FOR DEFAULT	21
3.15 LIQUIDATED DAMAGES.....	21
3.16 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS	21
3.17 CONTRACT INVALIDATION	21
3.18 NONDISCLOSURE AND CONFIDENTIALITY	21
4. SECTION FOUR BACKGROUND INFORMATION.....	23
4.01 BACKGROUND INFORMATION.....	23
5. SECTION FIVE SCOPE OF WORK	25
5.01 SCOPE OF WORK.....	25
5.02 DELIVERABLES	26
6. SECTION SIX PROPOSAL FORMAT AND CONTENT	30
6.01 PROPOSAL FORMAT AND CONTENT.....	30
6.02 INTRODUCTION	30
6.03 UNDERSTANDING OF THE PROJECT	30
6.04 METHODOLOGY USED FOR THE PROJECT.....	30
6.05 MANAGEMENT PLAN FOR THE PROJECT.....	30
6.06 EXPERIENCE AND QUALIFICATIONS.....	30
6.07 COST PROPOSAL	31
6.08 EVALUATION CRITERIA.....	31
7. SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION.....	32
7.01 UNDERSTANDING OF THE PROJECT (5 PERCENT).....	32
7.02 METHODOLOGY USED FOR THE PROJECT (15 PERCENT)	32
7.03 MANAGEMENT PLAN FOR THE PROJECT (15 PERCENT)	32
7.04 EXPERIENCE AND QUALIFICATIONS (15 PERCENT)	33
7.05 CONTRACT COST (40 PERCENT)	33
7.06 ALASKA OFFEROR PREFERENCE (10 PERCENT)	33
8. SECTION EIGHT ATTACHMENTS	34
8.01 ATTACHMENTS	34
OFFEROR'S CHECKLIST	35
COST PROPOSAL.....	39
PROPOSAL EVALUATION FORM	37
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS	42

SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit an original and four (4) unbound copies of their proposal, in writing, in a sealed envelope to the procurement officer. **Submit only one Cost Proposal in a separate, sealed envelope. No portion of the cost proposal shall be included within the body of the proposal.** Include with your proposal packet a CD containing electronic copies of the Proposal and Cost Proposal as separate documents. Submissions must be addressed as follows:

Department of **Health and Social Services**
Division of **Public Health**
Attention: **Shavonne Jordan**
Request for Proposal (RFP) Number: **0211-0600-0063**
Project name: **Tobacco Cessation Technical Assistance and Outreach**
350 Main Street, Room 6
Juneau, Alaska 99801-1149
-or-
P.O. Box 110650
Juneau, Alaska 99811-0650

Proposals must be received no later than 1:30 P.M., Alaska Time on **June 20, 2011**. Fax proposals are not acceptable. Oral proposals are not acceptable.

An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

PROCUREMENT OFFICER: **Shavonne Jordan** - PHONE **907-465-8276** -FAX **907-465-6421**

Procurement Officer Note: If Reproduction Cost Is Less Than Five Dollars delete The Following Two Sentences.

The State of Alaska provides one Request for Proposal (RFP). Additional RFPs may be purchased for the cost of reproduction, \$.25 per page.

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represents the State of Alaska's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The length of the contract will be from the date of award, until completion, approximately **July 5, 2011 to June 30, 2012 with one (1) optional one-year renewal period.**

Unless otherwise provided in this RFP, the State and the successful offeror/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least 30-days before the desired date of cancellation.

The approximate contract schedule is as follows:

- Issue RFP **May 31, 2011**
- Deadline for Receipt of Proposals **June 20, 2011**
- Proposal Evaluation Committee complete evaluation by **June 23, 2011**
- State of Alaska issues Notice of Intent to Award a Contract **June 24, 2011**
- State of Alaska issues contract **July 5, 2011**
- Contractor prepares updates **monthly**
- Submission of presentations for review due **1 week prior to conference**

1.03 Purpose of the RFP

The Department of Health and Social Services, Division of Public Health, is soliciting proposals for a contractor to provide a Statewide Tobacco Education, Prevention and Cessation Outreach & Assistance Program for the Tobacco Prevention & Control Program.

The Department of Health and Social Services, Division of Public Health, Tobacco Prevention & Control Program (TPC), is soliciting proposals for a contractor to provide comprehensive state wide tobacco prevention, education and cessation interventions technical assistance and outreach. The successful offeror will also increase the capacity of TPC Tobacco Cessation Interventions grantees by providing comprehensive technical assistance on best practices for addressing tobacco cessation in health systems and communities as pertains to the specific scope of work outlined in this grant program. The successful offeror will also increase the reach and sustainability of the State of Alaska's tobacco program by providing comprehensive tobacco prevention education and cessation interventions education including Quit Line information education and outreach services to health and wellness organizations, other employers and agencies statewide. This will be accomplished by providing expert, comprehensive technical assistance in implementing tobacco cessation interventions to grantees, other health and wellness agencies, and any other agency or organization that expresses an interest in addressing tobacco cessation at the systems or community level.

1.04 Budget

Department of Health and Social Services estimates funding of up to \$ 1,100,000 for the completion of this two year project, with no more than \$ 550,000 allocated to any one year. Proposals priced at more than \$1,100,000.00 will be considered non-responsive.

1.05 Location of Work

The location(s) the work is to be performed, completed and managed at the contractor's worksite and at various locations throughout Alaska, as required by the scope of work.

The state will not provide workspace for the contractor. The contractor must provide its own work space.

The successful offer will be required to travel to remote locations throughout Alaska. The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for all travel outlined in the Scope of Work. Travel to other locations may be required.

By signature on their proposal, the offeror certifies that:

- a) all services provided under this contract by the contractor and all subcontractors shall be performed in the United States;
- b) the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- c) if the offeror is established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report, a certified copy of the bidder's policy against human trafficking must be submitted to the State of Alaska prior to contract award.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <http://www.state.gov/g/tip/>

Failure to comply with (a) and/or either (b) or (c) of this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

1.06 Assistance to Offerors with a Disability

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

1.07 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the procurement officer at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, at least ten days before the time set for opening.

1.08 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the procurement officer. The interested party must confirm telephone conversations in writing.

No further questions will be allowed after 1:30 p.m. Alaska Prevailing time on **June 10, 2011**. Please submit questions to Shavonne.jordan@alaska.gov.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

1.09 Amendments

If an amendment is issued, it will be provided to all who were mailed a copy of the RFP and to those who have registered with the procurement officer as having downloaded the RFP from the State of Alaska Online Public Notice web site.

1.10 Alternate Proposals

Offerors may only submit one proposal for evaluation.

In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

1.11 Right of Rejection

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest.

A proposal from a debarred or suspended offeror shall be rejected.

1.12 State Not Responsible for Preparation Costs

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. Material considered confidential by the offeror must be clearly identified and the offeror must include a brief statement that sets out the reasons for confidentiality.

1.14 Subcontractors

Due to the large scope of this proposed contracted project, Subcontractors are expected to be a part of the offerors proposal.

If an offeror proposes to use subcontractors, the offeror MUST identify in the proposal the names of the subcontractors and the names of the employees proposed to work under this contract, and the specific portions of the work the subcontractors will perform.

The offeror must provide the following information concerning each prospective subcontractor within five working day of the state's request:

- a) complete name of the subcontractor;
- b) complete address of the subcontractor;
- c) type of work the subcontractor will be performing;
- d) percentage of work the subcontractor will be providing;
- e) evidence, as set out in the relevant section of the RFP, that the subcontractor holds a valid Alaska business license; and
- f) written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract

An offeror's failure to provide this information, within the time set, may cause the state to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.15 Joint Ventures

Joint ventures will not be allowed.

1.16 Offeror's Certification

By signature on the proposal, offerors certify that they comply with the following:

- (a) the laws of the State of Alaska;
- (b) the applicable portion of the Federal Civil Rights Act of 1964;
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- (e) all terms and conditions set out in this RFP;
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury;
- (g) that the offers will remain open and valid for at least 90 days; and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this paragraph, the state reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.17 Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., currently employed by the State of Alaska or formerly employed by the State of Alaska within the past two years) and, if so, the nature of that conflict. The Commissioner, Department of **Health and Social Services**, reserves the right to **consider a proposal non-responsive and reject it or** cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

1.18 Right to Inspect Place of Business

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

1.19 Solicitation Advertising

Public notice has been provided in accordance with 2 AAC 12.220.

1.20 News Releases

News releases related to this RFP will not be made without prior approval of the project director.

1.21 Assignment

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer.

1.22 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Superior Court for the State of Alaska.

1.23 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.24 Federal Requirements

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

SECTION TWO

STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least 90-days from the opening date.

2.02 Pre-proposal Conference

Not Applicable to this RFP

2.03 Site Inspection

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

2.04 Amendments to Proposals

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

2.05 Supplemental Terms and Conditions

Proposals must comply with Section **1.11 Right of Rejection**. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) if the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.06 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.07 Discussions with Offerors

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

2.08 Minimum Qualifications

In order for proposals to be considered responsive, offerors must provide written documentation that they (and any proposed subcontractors) have collectively met the minimum requirements of:

1. At least three (3) years experience in the past 7 years, as documented in each of the following areas:
 - Health Care Professional or other Tobacco education and outreach services state wide.
 - Provision and coordination of technical assistance
 - Technical assistance for Tobacco Cessation Interventions Grant Programs
 - Working with government agencies and the non-profit sector
 - Developing and conducting professional trainings and/or educational workshops
 - General health care communication resources, media and supporting materials development.

Failure to clearly demonstrate prior experience will cause their proposal to be considered non-responsive and their proposal will be rejected.

2.09 Evaluation of Proposals

The procurement officer, or an evaluation committee made up of at least three state employees or public officials, will evaluate proposals. The evaluation will be based solely on the evaluation factors set out in Section SEVEN of this RFP.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.10 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the issuing office with the proposal or within five days of the state's request.

2.11 F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of Alaska.

2.12 Alaska Business License and Other Required Licenses

At the time the proposals are opened, all offerors must hold a valid Alaska business license and any necessary applicable professional licenses required by Alaska Statute. Proposals must be submitted under the name as appearing on the person's current Alaska business license in order to be considered responsive. Offerors should contact the Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing, P. O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses. Offerors must submit evidence of a valid Alaska business license with the proposal. An offeror's failure to submit this evidence with the proposal will cause their proposal to be determined non-responsive. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- (a) copy of an Alaska business license with the correct NAICS code;
- (b) certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- (c) a canceled check for the Alaska business license fee;
- (d) a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- (e) a sworn and notarized affidavit that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- Fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game.
- Liquor licenses issued by Alaska Department of Revenue for alcohol sales only.
- Insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance.
- Mining licenses issued by Alaska Department of Revenue.

2.13 Application of Preferences

Certain preferences apply to all contracts for professional services, regardless of their dollar value. The Alaska bidder, Alaska veteran, and Alaska Offeror Preferences are the most common preferences involved in the RFP process. Additional preferences that may apply to this procurement are listed below. Guides that contain excerpts from the relevant statutes and codes, explain when the preferences apply and provide examples of how to calculate the preferences are available at the Department of Administration, Division of General Services' web site:

<http://doa.alaska.gov/dgs/policy.html>

Alaska Products Preference - AS 36.30.332

Recycled Products Preference - AS 36.30.337

Local Agriculture and Fisheries Products Preference - AS 36.15.050

Employment Program Preference - AS 36.30.170(c)

Alaskans with Disability Preference - AS 36.30.170 (e)

Employers of People with Disabilities Preference - AS 36.30.170 (f)

The Division of Vocational Rehabilitation in the Department of Labor and Workforce Development keeps a list of qualified employment programs; a list of individuals who qualify as persons with a disability; and a list of persons who qualify as employers with 50 percent or more of their employees being disabled. A person must be on this list at the time the bid is opened in order to qualify for a preference under this section.

As evidence of an individual's or a business' right to a certain preference, the Division of Vocational Rehabilitation will issue a certification letter. To take advantage of the employment program preference, Alaskans with Disability Preference or Employers of People with Disabilities Preference described above, an individual or business must be on the appropriate Division of Vocational Rehabilitation list at the time the proposal is opened, and must provide the procurement officer a copy of their certification letter. Offerors must attach a copy of their certification letter to the proposal. The offeror's failure to provide the certification letter mentioned above with the proposal will cause the state to disallow the preference.

2.14 5 Percent Alaska Bidder Preference AS 36.30.170 & 2 AAC 12.260

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who:

- (a) holds a current Alaska business license;
- (b) submits a proposal for goods or services under the name on the Alaska business license;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship and the proprietor is a resident of the state, is a limited liability company organized under AS 10.50 and all members are residents of the state, or is a partnership under AS 32.05 or AS 32.11 and all partners are residents of the state; and
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

Alaska Bidder Preference Affidavit

In order to receive the Alaska Bidder Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Bidder Preference.

2.15 5 Percent Alaska Veteran Preference AS 36.30.175

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;
- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

Alaska Veteran Preference Affidavit

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

2.16 Formula Used to Convert Cost to Points AS 36.30.250 & 2 AAC 12.260

The distribution of points based on cost will be determined as set out in 2 AAC 12.260 (c). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below. In the generic example below, cost is weighted as 40% of the overall total score. The weighting of cost may be different in your particular RFP. See section SEVEN to determine the value, or weight of cost for this RFP.

EXAMPLE

Formula Used to Convert Cost to Points

[STEP 1]

List all proposal prices, adjusted where appropriate by the application of all applicable preferences.

Offeror #1 - Non-Alaskan Offeror	\$40,000
Offeror #2 - Alaskan Offeror	\$42,750
Offeror #3 - Alaskan Offeror	\$47,500

[STEP 2]

Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Cost of Each Higher Priced Proposal})} = \text{POINTS}$$

The RFP allotted 40% (400 points) of the total of 1000 points for cost.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374 points.

$$\$40,000 \times 400 = 1,600,000 \div \$42,750 = 374$$

Lowest Cost	Max Points		Offeror #2 Adjusted By The Application Of All Applicable Preferences	Points
----------------	---------------	--	--	--------

Offeror #3 receives 337 points.

$$\begin{array}{ccccccc}
 \$40,000 & \times & 400 & = & 1,600,000 & \div & \$47,500 = 337 \\
 \text{Lowest} & & \text{Max} & & & & \text{Points} \\
 \text{Cost} & & \text{Points} & & & & \\
 & & & & & & \text{Offeror \#3} \\
 & & & & & & \text{Adjusted By} \\
 & & & & & & \text{The Application Of} \\
 & & & & & & \text{All Applicable} \\
 & & & & & & \text{Preferences}
 \end{array}$$

2.17 Alaska Offeror Preference AS 36.30.250 & 2 AAC 12.260

2 AAC 12.260(e) provides Alaska offerors a 10 percent overall evaluation point preference. Alaska bidders, as defined in AS 36.30.170(b), are eligible for the preference. This preference will be added to the overall evaluation score of each Alaskan offeror. Each Alaskan offeror will receive 10 percent of the total available points added to their evaluation score as a preference.

EXAMPLE

Alaska Offeror Preference

[STEP 1]

Determine the number of points available to Alaskan offerors under the preference.

Total number of points available - 100 Points

$$\begin{array}{ccccccc}
 1000 & \times & 10\% & = & 100 \\
 \text{Total Points} & & \text{Alaskan Offerors} & & \text{Number of Points} \\
 \text{Available} & & \text{Percentage Preference} & & \text{Given to Alaskan Offerors} \\
 & & & & \text{Under the Preference}
 \end{array}$$

[STEP 2]

Add the preference points to the Alaskan offers. There are three offerors: Offeror #1, Offeror #2, and Offeror #3. Offeror #2 and Offeror #3 are eligible for the Alaska Offeror's Preference. For the purpose of this example presume that all of the proposals have been completely evaluated based on the evaluation criteria in the RFP. Their scores at this point are:

Offeror #1 - 890 points
Offeror #2 - 800 points
Offeror #3 - 880 points

Offeror #2 and Offeror #3 each receive 100 additional points. The final scores for all of the offers are:

Offeror #1 - 890 points
Offeror #2 - 900 points
Offeror #3 - 980 points
 Offeror #3 is awarded the contract.

2.18 Contract Negotiation

2 AAC 12.315 CONTRACT NEGOTIATIONS After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the state may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held in the conference room on the basement floor of the Alaska Office Building in Juneau, Alaska.

If the contract negotiations take place in Juneau, Alaska, the offeror will be responsible for their travel and per diem expenses.

2.19 Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

The state may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.20 Notice of Intent to Award (NIA) — Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award (NIA) and send copies to all offerors. The NIA will set out the names of all offerors and identify the proposal selected for award.

2.21 Protest

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- a. the name, address, and telephone number of the protester;
 - b. the signature of the protester or the protester's representative;
 - c. identification of the contracting agency and the solicitation or contract at issue;
 - d. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (b) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION THREE

STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a Firm Fixed Price contract.

3.02 Contract Approval

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health and Social Services, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

3.03 Standard Contract Provisions

The contractor will be required to sign and submit the attached State's Standard Agreement Form for Professional Services Contracts (form 02-093/Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law. Objections to any of the provisions in Appendix A must be set out in the offeror's proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06 Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 attached, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management. Objections to any of the requirements in APPENDIX B1 must be set out in the offeror's proposal.

3.07 Bid Bond - Performance Bond - Surety Deposit

Not Applicable to this RFP.

3.08 Contract Funding

Payment for the contract is subject to funds already appropriated and identified. Approval or continuation of a contract resulting from this is contingent upon legislative appropriation.

3.09 Proposed Payment Procedures

The state will make a single payment when all of the deliverables are received and the contract is completed and approved by the project director.

3.10 Contract Payment

No payment will be made until the contract is approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract.

The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.11 Informal Debriefing

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the TPC Project Director. Any new personnel hired for the project during the course of the contract must be approved, in advance, by the TPC Project Director. Personnel changes that are not approved by the state may be grounds for the State to terminate the contract.

3.12 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the TPC Project Director. Any new personnel hired for the project during the course of the contract must be approved, in advance, by the TPC Project Director. Personnel changes that are not approved by the state may be grounds for the State to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director may instruct the contractor to make corrections or modifications if needed in order to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A, attached.

3.15 Liquidated Damages

Not Applicable for this RFP.

3.16 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the project director has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health and Social Services or the Commissioner's designee.

3.17 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.18 Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including administrative, physical and technological security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall

be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the contractor.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, individually identifiable health information, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SECTION FOUR

BACKGROUND INFORMATION

4.01 Background Information

In 1994, funding was received from the Centers for Disease Control and Prevention (CDC) to address the problem of tobacco use in Alaska by establishing a State of Alaska Tobacco Prevention and Control (TPC) program. Since then, the tobacco prevention and control effort in Alaska has grown into a comprehensive state tobacco prevention and control program, with local coalitions working on tobacco prevention and control, the involvement of tribal health and voluntary organizations, and with funds from federal grant awards and funds appropriated annually by the legislature from the national Tobacco Master Settlement Agreement revenue and a state tobacco tax.

In 2011, tobacco remains a significant public health problem in Alaska, killing nearly 600 people annually and generating almost \$500 million in medical costs and lost productivity each year. Alaska has made considerable progress in reducing the burden of tobacco use by implementing a sustained, comprehensive tobacco prevention and control program that includes a tobacco Quit Line, counter-marketing media, and grants to promote tobacco-free policies in community programs, schools, and healthcare organizations. Since the inception of the program adult smoking rates have declined significantly and youth smoking rates have been cut in half.

Despite the progress made, tobacco use remains a critical health issue in Alaska and disproportionately affects Alaska Natives, individuals of low socioeconomic status, and rural residents. Forty-one percent of Alaska Native adults smoke, compared to the state average of 22%, Alaska Native youth are also more likely to smoke than their non-Native peers (32% vs. 13%). Smoking prevalence among adults of lower socioeconomic status is 38% and 36% amongst adults living in rural areas.

Smokeless tobacco use rates are also of great concern. Alaskan adults use smokeless tobacco at a higher rate (5%), than the rest of the country (3%), and Alaska's youth smokeless tobacco rate of 10% is higher than the national average of 8%. Smokeless tobacco use rates are especially high within the Alaska Native population, where 15% of men, 8% of women, and 17% of high school students use smokeless tobacco. Extreme regional disparities in smokeless tobacco use rates exist as well, with 23% of adults in Southwest Alaska reporting smokeless tobacco use.

To address the problem of tobacco use in Alaska, the State of Alaska funds a comprehensive Tobacco Prevention & Control (TPC) program. The structure of the TPC program is based on recommendations from the CDC Best Practices for Comprehensive Tobacco Control Programs, which promotes four major public health goals:

1. Prevent initiation of tobacco use among young people
2. Promote tobacco cessation among adults and young people
3. Eliminate exposure to secondhand smoke (SHS)
4. Identify and eliminate tobacco-related disparities in specific populations

To meet these goals, the TPC program currently funds three grant programs:

1. Community-Based Tobacco Prevention program
2. K-12 School- Based Tobacco Prevention program
3. Tobacco Cessation Interventions Grant Program

These grantees organize their communities and organizations by building community coalitions to establish plans of action, draw leaders into tobacco control activities, and promote local tobacco control policies and ordinances. Expected outcomes of these programs include the creation, implementation, and enforcement of population-based policies that protect residents from SHS, discourage youth initiation, and create environments that support tobacco users attempting to quit. All grant programs also incorporate strategies to identify and reduce tobacco related disparities and provide communication interventions that support their policy goals.

The TPC also funds a free Quit Line for all Alaskans (1-800-QUIT-NOW) that includes individualized quit plans, personal quit coaches, and nicotine replacement therapy. Alaska's Tobacco Quit Line is part of a national network of tobacco quitlines which has been shown to be effective in providing wide access to tobacco cessation counseling and services. Started in 2001, the present Alaska's Tobacco Quit Line cessation service is available to all adult Alaskans 18 years of age and older. This service is critical to Alaskans because many communities in Alaska lack local tobacco cessation services and/or resources. Thousands of Alaskans have called the Quit Line since it was established, and a 2009 3-month quit and satisfaction survey found that of those who called the quitline and were surveyed, 97% were satisfied with Quit Line services and 44% had successfully quit tobacco. A 7-month quit and satisfaction survey began call-backs in September of 2010.

The TPC Program relies on the alliance model of developing tobacco prevention coalitions across the state. As such, the successful applicant will work with grantees, community coalitions, stakeholders, TPC Program staff, and the Alaska Tobacco Control Alliance (ATCA), Alaskan health care facilities, and other agencies to address each of the four CDC goal areas to reduce the morbidity and mortality associated with tobacco use.

For more information on the Alaska TPC Program please visit the website at <http://www.hss.state.ak.us/dph/chronic/tobacco/default.htm> or www.tobaccofreealaska.com.

For more information on Alaska's Tobacco Quit Line please visit the website at www.alaskaquitline.com

For more information on the Leadership for Eliminating Alaskan Disparities (LEAD) 2011 Strategic Plan Update please visit the website at <http://www.redegroupp.co/storage/2011%20Strategic%20Plan%20for%20Eliminating%20TobaccoRelated%20Disparities.pdf>

For more information of the Alaska Tobacco Control Alliance please visit the website at <http://www.alaskatca.org>.

For more information on the Alaska Tobacco Control Alliance Strategic Plan please visit the website at http://www.hss.state.ak.us/dph/chronic/tobacco/ATCA_Plan.pdf.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

The Department of Health and Social Services, Division of Public Health, Tobacco Prevention & Control Program (TPC) is soliciting proposals to implement and maintain a comprehensive, regionalized tobacco education and cessation outreach and technical assistance program. The contractor will be responsible for providing outreach and technical assistance to health care centers, health and wellness organizations, statewide partners, stakeholders, and Tobacco Cessation Interventions grantees in accordance to the US Public Health Service's *Clinical Practice Guideline: Treating Tobacco Use and Dependence, Clinical Practice Guideline: 2008 Update* (available at <http://www.surgeongeneral.gov/tobacco/>).

The successful offeror's services will fall into two primary areas:

- *Resource coordination*
- *Outreach and technical assistance services*

1. Resource Coordination

The successful offeror will be responsible for content development and dissemination, collaboration with the SOA TPC Media Contractor* and at the direction of the Project Manager, of standardized training materials and other general tobacco prevention and cessation intervention resources for health professionals and grantees interested in addressing tobacco use in their organization or community. A thorough assessment of current materials available to support activities is expected as a precursor to development strategy.

These resource materials will be designed with the end users in mind, ultimately serving to provide education as well be collateral resources to support specific educational directions (regional and or cultural considerations will be required) and strategies regarding initiatives undertaken by communities and organizations to raise awareness around the health risks associated with tobacco use and available cessation interventions and resources, up to and including the State of Alaska's Tobacco Quit Line.

Resource and collateral materials will include:

- Training materials for health professionals interested in addressing tobacco use in their organization or community
- Resource materials for tobacco users to learn more about the health risks associated with tobacco use
- Print materials or online resources as necessary to fulfill the obligations relating to the Scope of Work and Deliverables in this RFP
- Materials designed to support State of Alaska (SOA) TPC's Tobacco Cessation Interventions grantees as described in the Outreach and Technical Assistance section of this RFP

*Northwest Strategies is currently the SOA TPC Media Contractor. Northwest Strategies works at the direction of the Project Director, and in accordance with, the TPC's state-wide media campaign strategy and is currently responsible for the creative direction and production of this project's media materials.

2. Outreach and Technical Assistance

The successful offeror will develop and deliver tobacco education and cessation training to health care centers, their providers, employees, and other health-related organizations, and perform any other related outreach and educational activities deemed necessary to fulfill the Scope of Work and Deliverables outlined in this RFP.

- Technical assistance activities to Cessation Interventions Grant Program grantees will include, but is not limited to:
 - Assistance in establishing organizational practices and protocols that adhere to CDC Best Practices

- The development and delivery of tobacco education, prevention and cessation training for varied health care organizations, providers, employees, and other health-related disciplines primarily, as well as other organizations
- Prioritized state-wide health and wellness systems and other organizations that strive to include sustainable tobacco identification/screening, education and referral systems and tobacco education and prevention activities in adherence with CDC Best Practices

Technical assistance to health care providers, health and wellness organizations will be considered a component of outreach activities and will include, and prioritize the provision of, responsive and proactive technical assistance and training to Alaskan health professionals, health organizations, allied health professionals and other health and wellness professionals. Included in provision of Outreach activities, the successful offeror will be expected to outline the provision of technical assistance to Cessation Interventions Grant Program grantees.

The contractor will ensure staff chosen to provide these services are capable of independent work on assignments and able to communicate respectfully with grantees, partners, stakeholders, Alaska Tobacco Control Alliance (ATCA) membership, TPC Program staff, and other Evaluation, Technical Assistance (TA) and Media contractors. All work plans tied to the Scope of Work and Deliverables in this RFP must be approved by TPC Project Manager, and must demonstrate a clear coordination of work with the other TPC Program Technical Assistance contractors (i.e. Training & Orientation contractor(s), Quit Line contractor(s), Evaluation contractor(s), and Media contractor(s).

If an out of state offeror is awarded this contract, the contractor must be available for consultation throughout the day, during Alaska business hours. Offerors planning to utilize subcontractors must submit the details outlined in Section 1.14. Preference will be given in evaluation to offerors who make use of Alaska vendors. The lead contractor, or proposer, will be considered the TPC primary contact entity and as such, accountable to the TPC for all contract deliverables.

A comprehensive and strategically engineered proposed annual work plan, outlining associated staff and subcontractors, must accompany the offeror's proposal. All components of project are expected to be represented in the proposed work plan and must also include a proposed evaluation plan.

The successful offeror will present a strategic, well defined, State-wide Tobacco Education, Prevention and Cessation Outreach Plan, to include a separate component or category dedicated to Cessation Interventions Technical Assistance to Grantees Work plan and will identify organizations, providers and professionals to receive prioritized outreach services.

Examples of organizations and/or provider types could include dental health organizations, dental hygienists, pharmacists and pharmacies, public health nurses, Community Health Aides, Behavioral Health Aides, Dental Health Aides, substance abuse treatment counselors, and other health or wellness professionals.

The offeror must have knowledge of the different types of health care providers that will be encountered here in Alaska.

It is anticipated that for FY12 (July 1, 2011 – June 30, 2012) there will be 9-11 funded Tobacco Cessation Interventions grantees at health care centers statewide. Grantee technical assistance will include those activities outlined above, as well as assistance with grantee Action Plan development and review and quarterly reporting requirements to the TPC Program.

Deliverables

The successful offeror will be required to provide a statewide outreach and technical assistance work plan to include specific materials development and specialized Cessation Grant Program Grantee technical assistance. The output provided by the offeror will be comprehensive and strategically aligned and coordinated with other tobacco prevention and education efforts in the State of Alaska. The annual Work Plan must be included in the offeror's proposal and must clearly demonstrate how the offeror proposes to:

- Provide prioritized state-wide, coordinated, education and training opportunities to organizations and their staff regarding tobacco screening, documentation and referral processes; as well as provide general tobacco prevention and cessation education.
- Develop and disseminate tobacco education materials including Quit Line promotional items.
- Provide specialized expert technical assistance to Cessation Interventions Grant Program Grantees and other health care providers and organizations.

1. Outreach and technical assistance:

- a) Provide technical assistance with program development, implementation and evaluation strategies to Alaskan health care centers and health and wellness organizations interested in implementing systems changes recommended by the US Public Health Service's *Treating Tobacco Use and Dependence: Clinical Practice Guidelines: 2008 Update* to systematically identify tobacco users within the patient population, provide patient advice to quit, referral to cessation services, and/or cessation counseling.
- b) Provide education and training to health professionals, staff and other health or wellness related organizations or entities in addressing tobacco use, prevention and cessation.
- c) Develop and provide education, presentations and trainings designed to educate health care providers and other health care systems workers, and others on Alaska's Tobacco Quit Line as well as any other tobacco education, prevention and cessation resources and services statewide.
- d) Arrange for CME and/or CEU accreditation for tobacco education and cessation presentations to health professionals and allied health staff.
- e) Provide prioritized, outreach and/or technical assistance services for intensive tobacco cessation training or education.
- f) Provide in-person, intensive technical assistance in the development, implementation and evaluation of systems-level tobacco cessation interventions.
- g) Train prevention and wellness organizations to promote tobacco prevention and cessation messages, brief tobacco interventions, and use Alaska's Tobacco Quit Line and fax referral within existing systems. These organizations include but are not limited to health corporations, health benefit plans, insurance brokers, wellness programs and Living Well Alaska.
- h) Coordinate activities with the State of Alaska Section of Chronic Disease Prevention & Health Promotion, LEAD and all other State of Alaska Public Health partners.
- i) Coordinate outreach efforts to integrate tobacco education, prevention and cessation referral protocols, and Alaska's Tobacco Quit Line Fax Referral into allied health facilities.

2. Resource Coordination: Materials Development and Dissemination:

a. Manual

In collaboration with the SOA TPC Media Contractor, develop a comprehensive, standardized Tobacco Policy Systems Change manual.

The Contractor will be responsible for developing content and the cost associated with dissemination and printing of the manual, and will rely on the expertise of the SOA TPC Media Contractor to provide creative direction. Content for this manual will be coordinated with and approved by the TPC Project Manager prior to publication.

Training manual topics will provide all required information necessary to allow SOA TPC Cessation Interventions Grantees to adhere to program Scope of Work (as outlined in the Request for Proposals – Cessation Interventions Grant Program 2012-2014).

Training manual content will also include, at a minimum, an introduction to tobacco prevention and control in Alaska; foundational background in addressing tobacco in health care systems and organizations wishing to build sustainable tobacco education and prevention systems; information on third party payer reimbursement in the State of Alaska; return on investment strategies and support for implementation along with a variety of preparatory information on providing tobacco education and outreach to health and other professionals and organizations (train the trainer concept). This manual will include tools to conduct organizational assessment(s) and other resources and training tools that can be employed at an organizational level to provide direction and a “step by step” implementation strategy for the user. The content of this manual will reflect a policy, systems-level approach and method.

Upon completion of manual, and approval by the Project Director, the contractor will provide a minimum of 100 printed and bound manuals.

The manual contents, timeline for development and dissemination plan will be provided to the SOA TPC Project Director, for approval, no later than one quarter (or three months) post execution of contract award.

b. Toolkit

Drawing from existing resources, the contractor will develop a step-by-step toolkit on the implementation of sustainable, systems-level tobacco cessation interventions in the health care setting specifically. The primary intended audience for this toolkit will be health professionals and staff interested in addressing tobacco education and cessation in their organization. This tool kit should be designed with the Cessation Interventions Grantee as an end user, as well. The contractor will provide an electronic copy for posting on various SOA TPC websites, as well as provide hard copies of the toolkits to all SOA TPC staff and contracted partners.

c. Collateral Materials

Develop and distribute tobacco educational, regional specific and culturally relevant materials state-wide, including Alaska’s Tobacco Quit Line educational material (including but not limited to any existing print media and Quit Line tagged promotional items), existing pertinent tobacco education resource or materials designed to educate providers, tobacco users, disparate populations and the general public about the dangers of tobacco use and the effect of tobacco use on chronic or acute health issues. Materials developed should support the overall training and outreach plan designed to include a raising awareness through promotion of Alaska’s Tobacco Quit Line services.

The collateral resources content, timeline for development and dissemination plan will be provided to the SOA TPC Project Director, for approval within a reasonable timeframe post-execution of award of contract.

d. Information Dissemination and Database

Offeror will respond to and be a resource for inquires and/or requests from health care providers, businesses, the general public, state-wide, and other organizations regarding tobacco education, prevention and cessation, including Alaska's Tobacco Quit Line. Funds will be used to maintain a database to track all tobacco education, prevention and cessation education and outreach activities under taken by the SOA TPC, across the state.

e. Evaluation Plan

An evaluation plan will be developed by the contractor and must be approved by the SOA TPC prior to implementation. A true database and tracking mechanism will be implemented by the contractor as part of this evaluation plan, and approved by the Program Manager. The design of plan will allow, at a minimum, the contractor and TPC to track names of organizations requesting Outreach assistance, primary contacts at the organization, contact information including phone number and email for primary contacts, types of outreach or technical assistance services requested and types of outreach or technical assistance will be collected for further program planning and evaluation purposes.

3. Grantee Technical Assistance Duties/Specific activities include:

- a. Provide technical assistance to all grantee sites around program development, implementation and evaluation for grantees to systematically identify tobacco users within the patient population, provide patients advice to quit, and referral to cessation services.
- b. Provide technical assistance to grantee sites implementing changes necessary to pursue Medicaid reimbursement for Nicotine Dependence Treatment (NDT).
- c. Assist grantees in the promotion of Alaska's Tobacco Quit Line as a cessation treatment option for all grantee sites, including providing ongoing support to the TPC Program in the promotion of fax referral system.
- d. Coordinate with other TPC Contractors to perform an in-person site visit, at a minimum of once per year, to every cessation intervention grantee location.
- e. Assist TPC Program staff and other TPC contractors in the development of two, bi-annual TPC program-wide trainings- to take place in the Fall and Spring.
- f. Provide quarterly progress reports itemizing deliverables provided and grantee organizations served, and an annual report providing an overall assessment of the impact of technical assistance rendered during the fiscal year.
- g. Coordinate with other TPC Contractors to provide in-person, intensive technical assistance in the development, implementation and evaluation of systems-level tobacco cessation interventions. Other TPC Contractors providing in-person site visits include LEAD Strategic Plan implementation, Policy Technical Assistance, Training & Orientation, and Media Contractors.

The contractor must submit a travel plan within 60 days of the contract award.

- h. Attend at least one Alaska-based and one National public health or tobacco related conference. Conferences requiring contractor attendance will include:
 - The Alaska Tobacco Control Alliance (ATCA) Annual Summit to be held in Nome, Alaska in the spring of 2012.
 - The National Conference on Tobacco or Health to be held in Kansas City, Missouri in August 2012.
 - Other conferences may be required as directed by the TPC Project Director.

The TPC Project Director must provide final approval for any conference attendance. If the conference includes presentations or posters that highlight the work of the Outreach Program, the TPC Project Director must provide final approval of all presentation content.

SECTION SIX PROPOSAL FORMAT AND CONTENT

1. Proposal Format and Content

The state discourages overly lengthy and costly proposals, however, in order for the state to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

2. Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the state should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP; and, if applicable, provide notice that the firm qualifies as an Alaskan bidder. Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

3. Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

4. Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the state's project schedule.

5. Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the state's project schedule.

6. Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a. title,

- b. resume,
- c. location(s) where work will be performed,

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

Offerors must provide evidence within their proposal that they meet the minimum requirements specified in Section 2.08 Prior Experience along with any certifications and credentials referenced in the resume or their proposal may be found non-responsive and may be rejected.

7. Cost Proposal

Please complete the Cost Proposal template in Section Eight (Attachments) of this RFP.

The completed cost proposal, along with any reference to pricing, is to be **excluded** from the body of the offeror's proposal. Instead, it should accompany the proposal in a separate, sealed envelope. Failure to comply with this requirement will result in a proposal rejected as non-responsive.

8. Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criterion that is set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in state contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, or disability.

SECTION SEVEN

EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS PROPOSAL IS 1000**

1. Understanding of the Project (5 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?
- [d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

2. Methodology Used for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?
- [b] How well does the methodology match and achieve the objectives set out in the RFP?
- [c] Does the methodology interface with the time schedule in the RFP?

3. Management Plan for the Project (15 Percent)

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that the offeror can meet the schedule set out in the RFP?
- [g] Has the offeror gone beyond the minimum tasks necessary to meet the objectives of the RFP?

[h] To what degree is the proposal practical and feasible?

[i] To what extent has the offeror identified potential problems?

4. Experience and Qualifications (15 Percent)

Proposals will be evaluated against the questions set out below:

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar projects?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

[d] How well has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the offeror?

5. Contract Cost (40 Percent)

Overall, **40%** of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

6. Alaska Offeror Preference (10 Percent)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

SECTION EIGHT ATTACHMENTS

8. Attachments

Included in this RFP document

1. Offeror's Checklist
2. Cost Proposal Form
3. Proposal Evaluation Form
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Attached Separately

5. Standard Agreement Form
 - a. Appendix A
 - b. Appendix B1
 - c. Appendix C
 - d. Appendix D
 - e. Appendix E - HIPAA Business Associate Agreement
6. Notice of Intent to Award

OFFEROR'S CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFP for the offeror's proposal. **Offerors are to complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror: _____

1. Per section 2.12, evidence that the offeror holds a valid Alaska business license.

Evidence is provided on page #_____.

2. Per section 1.04, the budget does not exceed \$1,100,000.00.

Evidence is provided on page #_____.

3. Per section 1.16, provide a statement regarding Offeror's Certification.

Evidence is provided on page # _____.

4. Per section 1.17, provide a Non-Conflict of Interest statement.

Evidence is provided on page # _____.

5. Per section 2.08, evidence that the offeror meets the minimum prior experience requirements.

- Three (3) years experience in the past seven (7) years as documented in each of the following areas:
 - Health Care Professional or other Tobacco Education and Outreach Services – Statewide
 - Provision and coordination of technical assistance
 - Technical assistance for Tobacco Cessation Intervention Grant Programs
 - Working with government agencies and the non-profit sector
 - Developing and conducting professional trainings and/or educational workshops
 - General health communications resource, media and supporting material development

Evidence is provided on page #_____

6. Per section 1.16, proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFP.

Evidence is provided on page #_____.

7. Per section 1.24, offeror has signed and returned the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page #_____.

COST PROPOSAL BY DELIVERABLE

Note: The purpose of the cost formula is to provide a mechanism for offerors to submit costs per each deliverable in a manner that DHSS can evaluate and score and then use to establish billing rates for the resultant contract. Please enter your cost in the spaces provided below for completing each deliverable.

1. Outreach and Other Statewide Technical Assistance

*No more than \$200,000.00 per annum

\$ _____

2. Materials Development and Dissemination

*No more than \$100,000.00 per annum

\$ _____

3. Technical Assistance to the Cessation Interventions Grant Program:

*No more than \$225,000.00 per annum

*To include grantee site visit cost/travel)

\$ _____

4. Communication Plan

*No more than \$ 25,000.00 per annum

\$ _____

Total Proposed Annual Cost:

\$ _____

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Number _____

EVALUATION CRITERIA AND SCORING

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS PROPOSAL IS 1000

7.01 Understanding of the Project—5 Percent

Maximum Point Value for this Section - 50 Points
1000 Points x 5 Percent = 50 Points

Proposals will be evaluated against the questions set out below.

[a] How well has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] To what degree has the offeror demonstrated an understanding of the deliverables the state expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the state's time schedule and can meet it?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Methodology Used for the Project— 15 Percent

Maximum Point Value for this Section - 150 Points
1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- [a] How comprehensive is the methodology and does it depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

- [b] How well does the methodology match and achieve the objectives set out in the RFP?

EVALUATOR'S NOTES _____

- [c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Management Plan for the Project— 15 Percent

Maximum Point Value for this Section - 150 Points
1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

- [b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

- [c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] To what degree is the proposal practical and feasible?

EVALUATOR'S NOTES _____

[i] To what extent has the offeror identified potential problems?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Experience and Qualifications— 15 Percent

Maximum Point Value for this Section - 150 Points

1000 Points x 15 Percent = 150 Points

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they measure up to the evaluation used for the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

7.05 Contract Cost — 40 Percent

Maximum Point Value for this Section - 400 Points
1000 Points x 40 Percent = 400 Points

Overall, 40 percent of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences referenced under Section 2.13.

Converting Cost to Points

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out in Section 2.15.

EVALUATOR'S POINT TOTAL FOR 7.05

7.06 Alaska Offeror Preference — 10 Percent

Alaska bidders receive a 10 percent overall evaluation point preference.
Point Value for Alaska bidders in this section -- 100 Points
1000 Points x 10 Percent = 100 Points

If an offeror qualifies for the Alaska Bidder Preference, the offeror will receive an Alaska Offeror Preference. The preference will be 10 percent of the total available points. This amount will be added to the overall evaluation score of each Alaskan offeror.

EVALUATOR'S POINT TOTAL FOR 7.06 (either 0 or 100)

EVALUATOR'S COMBINED POINT TOTAL FOR ALL SECTIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE
FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment