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B. SPECIAL PROVISIONS

Purpose:

Fund a Supplier who will provide primary prevention activities to decrease first time perpetration of sexual violence in an urban area with a population of at least 500,000.

All terms and conditions herein become the contract between OSDH and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Supplier's officers and/or employees, Supplier agrees to ensure that its officers and employees, (collectively "organization") abide by the terms and/or condition applicable to organization.

Contractor Relationship:

The ensuing contract as a response to this solicitation, establishes a **supplier** relationship between the OSDH and the Contractor. In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Supplier for this ensuing contract is that of a **sub recipient**.

Applicants/recipients are expected to have systems, policies, and procedures in place by which they manage grant funds and grant-supported activities. They may use their existing systems for this purpose as long as organizational policies are consistently applied regardless of the source of funds and systems meet the standards and requirements set forth in 45 CFR part 74 or 92, as applicable.

In addition, Contractors shall request reimbursement of costs from OSDH only when those costs comply with General Requirements in OMB Circular A-102 or A-110 and the Federal costs Principles (2 CFR 220, 2 CFR 225 and 2 CFR 230) applicable to the contractor's entity type. Any request for reimbursement of cost not allowable under the above Federal regulations must be specifically approved in the special conditions of the contract language and be supported by a specific line item within the contractors approved budget.

Contract Expense Cap:

The OSDH shall have a maximum of \$32,000 available, for payment to one (1) Supplier, for the partial contract period of "Date of Award" through October 31, 2013. The full year amount available is a maximum of \$40,000. Final approval of renewal amounts will be at the sole discretion of the OSDH.

Contract Period:

This contract shall begin on the Date of Award and terminate on October 31, 2013. There shall be an option to renew for up to three additional one-year periods (November 1 – October 31). Renewal shall be contingent upon the needs of the Oklahoma State Department of Health (OSDH), the Supplier's performance and funding availability.

Assignment and Delegation:

The services to be performed under this sub-recipient contract shall not be subrogated, in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Supplier cannot perform the services as identified in this contract, the Supplier will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by OSDH of a subcontract shall not relieve the Supplier of any responsibility for performance under this contract.

Audit Requirements:

Supplier shall determine which of the following is applicable to their organization:

- A. Suppliers expending federal funds from all funding sources, in excess of the threshold established in OMB Circular A-133 shall be required to have an independent audit. The independent audit must be conducted in accordance with Government Auditing Standards (GAS) and OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"; as required to comply with the Single Audit Act of 1984, Amendments of 1996 (31 U.S.C. 7501 et seq.). Audit costs may not be charged to any OSDH contracts when no audit has been performed, or has not been prepared in accordance with this requirement.
- B. Suppliers expending a total of \$75,000.00 or more in state funds from all OSDH programs shall have an independent audit of its operations conducted in accordance with Government Auditing Standards (GAS). The audit shall include a Supplementary Schedule of OSDH Awards listing the revenues and expenditures by purchase order number.

The Supplier agrees to provide the OSDH with a copy of the applicable (A-133 or GAS) audit and a copy of the management letter for the fiscal year(s) of this contract or for the period in which the contract is awarded. The Supplier shall provide OSDH a copy of the applicable audit within 9 months of the Suppliers fiscal year end. The audit should be mailed to: The Oklahoma Department of Health, Procurement Service, 1000 NE 10th Street, Suite 309, Oklahoma City, OK 73117.

Charitable Choice Suppliers:

Suppliers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other supplier. Such suppliers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such suppliers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices. (45 CFR Part 87.1c Organizations that receive direct financial assistance from the Department under any Department program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the Department. If an organization conducts such activities,

the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the Department, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.)

Contract Monitoring Plan:

This contract will be monitored by the OSDH based on the completion of a Risk Assessment Process. As a part of the Risk Assessment Process, the Supplier will be required to complete a Supplier's questionnaire. Information related to Programmatic requirements, the contract specifications, and responses to the Supplier's questionnaire, will be utilized to complete a Risk Assessment Tool. The Risk Assessment Tool will be used to determine the level of risk associated with the Contract. A Contract Monitoring Plan and a Contract Administration Plan will be developed to define the activities and level of monitoring and administration that will be required during the contract period. Typical monitoring activities include Supplier-site visits, review of contractually required reports, invoice review, invoice validation, and verification of licensure and/or insurance requirements, etc. The level of risk assigned to the contract shall determine the frequency and type of activity within a Contract Monitoring Plan and/or Contract Administration Plan. The Contract Monitoring and/or Contract Administration Plan may be updated periodically as determined by the OSDH throughout the contract period. Upon development of the Contract Monitoring Plan and Contract Administration Plan, the OSDH will provide a copy of each to the Supplier.

All communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Teresa Creach
Injury Prevention Service
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405) 271-3430
teresasc@health.ok.gov

Equipment and Other Purchases:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

Event of Default:

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided

for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. *Exception to standard cancellation clause of thirty (30) days notice.

Evidence of Insurability:

The Supplier shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by State or Federal law shall provide evidence of insurability (Certificate of Insurance), from the insurance carrier prior to commencement of any work in connection with the contract. The Supplier is also required to comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Supplier shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.

If the Supplier does not carry Workers Compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act 85 O.S. § 1 et. seq., and not that of an employee, the Supplier must complete the OSDH Affidavit of Independent Contractor Status.

Failure to Comply Statement:

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

Federal Award Information:

Award Name	Rape Prevention and Education Grant
Award Year	November 1, 2012 through October 31, 2013
CFDA Number	93.136
CFDA Name	Sexual Violence Prevention and Education
Federal Awarding Agency	Centers for Disease Control and Prevention, Department of Health and Human Services

Federal Funding Accountability and Transparency Act of 2006 (FFATA):

Suppliers shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 CFR part 170. A DUNS number (Data Universal Numbering System) is a requirement for all contracts of \$25,000 or more. Suppliers may be required to submit additional information to satisfy FFATA compliance.

Force Majeure:

The Supplier shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Supplier.

Invoicing:

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

1. name, address and FEI number of the Supplier,
2. invoice date,
3. period covered by invoice,
4. purchase order number,
5. any other data, reports, information or documentation required by other conditions of the contract,
6. detail of the services provided and be in accordance with the terms and conditions of this agreement,
7. for invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Injury Prevention/Teresa Creach
Sexual Assault Prevention
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Supplier.

The OSDH may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.

The Supplier assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this Contract). The Supplier further assures that all billings will be based on actual costs incurred and paid.

If the Supplier is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Supplier, the Supplier shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Supplier.

Mandatory Requirements:

The OSDH has established certain mandatory requirements that must be included in the bid response. The use of the terms “shall”, “must” or “will” (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the bid response being deemed non-responsive. The word “should” or “may” in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a bid to be non-responsive.

Non-Responsive Proposals:

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

Oklahoma Taxpayer and Citizen Protection Act of 2007

By signing the solicitation, the Supplier warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Supplier shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at www.dhs.gov/E-Verify.

Other Certifications:

The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.

Personnel Activity Reports:

The Supplier and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Supplier’s specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Suppliers may refer to 45 CFR 74or 92 to determine their applicable

Federal Cost Principle.) The above requirements will apply to all suppliers regardless of the type funds being reimbursed suppliers by the OSDH.

Privacy Clause:

The Supplier shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Supplier without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

Procurement Integrity:

The Supplier certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Supplier or its employees.

Protecting and Securing Protected Health Information:

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Parts 142, 160 and 164 and HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations is applicable to this contract, Supplier, its officers and employees (collectively, "Supplier") and Oklahoma State Department of Health ("OSDH"), together known as the "Parties", agree as follows. The Parties acknowledge that they may have or obtain access to confidential protected health information ("PHI"), including but not limited to individually identifiable health information. The Parties may use PHI solely to perform their respective duties and responsibilities under the contract and only as provided in the contract. The Parties acknowledge and agree that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in the contract or by law. Specifically, The Parties agree they will:

- (a) not use or further disclose PHI except as permitted in the contract or as required by law, and in such case, disclose only the minimum necessary;
- (b) protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored, with which the Parties may come in contact;
- (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract or as required by law;
- (d) ensure that all of its subcontractors, vendors, and agents to whom it provides PHI pursuant to the terms of the contract, shall agree to all of the same restrictions and conditions to which the Parties are bound. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the contract monitor;
- (e) Supplier must report a known breach of confidentiality, privacy, or security, as defined under HIPAA, to the OSDH Privacy Officer within 48 hours of knowledge of

an unauthorized act. Failure to perform may constitute immediate termination of contract. Supplier will mitigate any harmful effects from the breach of confidentiality, privacy or security as required by law. Any notice required to be issued under the HITECH Act shall be coordinated with OSDH.

- (f) The parties intend that each shall be responsible for its officers, employees, subcontractors and/or agents' intentional and negligent acts or omissions to act for all claims, liabilities, costs and damages arising out of or in any manner related to the disclosure of any PHI or to the breach by either Party of any obligation related to PHI;
- (g) safeguards PHI in accordance with the requirements of 45 CFR § 164.302-318;
- (h) Supplier agrees to provide access to PHI at the request of OSDH, or to an individual as directed by OSDH, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information within 30 days;
- (i) make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526 within 30 days of request;
- (j) Supplier agrees to provide OSDH or an individual information to permit OSDH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528 within 30 days of request;
- (k) make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and OSDH for the purpose of determining compliance with 45 CFR §§ 164.500-534 within 30 days of request;
- (l) upon termination of the contract, return or destroy all PHI, if feasible, received from or created or received by each Party on behalf of the other Party which the Parties maintain in any form, and retain no copies of such information. If such return or destruction is not feasible, the Parties will extend the precautions of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (m) comply with all applicable laws and regulations related to privacy and security, specifically including, but not limited to, HIPAA.
- (n) Supplier agrees that PHI or provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of OSDH;
- (o) Supplier agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §§160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 USC §§ 1320d – 1320d-8.
- (p) Supplier agrees to report potential known violations of 21 Okla. Stat. § 1953 to the OSDH Legal Division within 48 hours of knowledge of an unauthorized act. In general, this criminal statute makes it a crime to willfully and without authorization gain access to, alter, modify, disrupt, or threaten a computer system.
- (q) Supplier shall, following the discovery of a breach of unsecured PHI as defined in the HITECH (The Health Information Technology for Economic and Clinical Health Act) or accompanying regulations, notify the OSDH of such breach pursuant to the

terms of 45 CFR § 164.410 and cooperate in the OSDH's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Supplier as of the first day on which such breach is known to Supplier or by exercising reasonable diligence, would have been known to Supplier. Supplier shall provide such notification to OSDH without reasonable delay and in no event later than 48 hours after discovery of the breach. Such notification will contain the required elements required in 45 CFR § 164.410.

- (r) Supplier shall report to the OSDH any use or disclosure of PHI which is not in compliance with the terms of this contract of which it becomes aware. Supplier shall report to OSDH any Security Incident of which it becomes aware. For purposes of this contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with practicable, any harmful effect that is known to Supplier of a use or disclosure of PHI by Supplier in violation of the requirements of this contract.

The Parties agree to abide by any determination made by OSDH as to the applicability of HIPAA in regard to any obligation or duty recognized, identified or performed by Supplier pursuant to this contract. The Parties recognize that any breach of confidentiality or misuse of information may result in the termination of the contract and/or legal action. Said termination may be immediate and need not comply with any termination provisions in the parties' contract. The Parties further recognize that a disclosure or improper use of PHI may subject the Parties to liability for their wrongful conduct. Except as otherwise limited in the contract, the Parties may use or disclose PHI to perform the functions, activities, and services for, or on behalf of, the other Party as specified in the contract, provided that such use or disclosure would not violate applicable HIPAA provisions if done by such other Party.

Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Contractor providing services to the public on

behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. (See Attachment A.)

Travel and Related Expenses:

If travel costs and related expenses are a part of the contract, the Contractor's request for reimbursement shall not exceed those authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. Those requirements are stated in the State of Oklahoma's State Travel Reimbursement Act, Title 74 O.S. 2001 §500.1 et seq. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Supplier by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Supplier may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Supplier agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Supplier for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. *This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

Waiver of Breach:

No failure by the OSDH to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

C. SOLICITATION SPECIFICATIONS

History

For nearly two decades, the crime rate of forcible rape and attempted rape has been 30 to 40 percent higher in Oklahoma than in the U.S. Data collected in the National Violence Against Women Survey show that more than half of women who reported completed or attempted rape were less than 18 years of age when the rape occurred. In a 2006 random telephone survey of Oklahoma women 18-34 years of age conducted by the University of Oklahoma Public Opinion Learning Laboratory, three-fourths of women who reported they had been sexually assaulted in their lifetime were less than 18 years of age when the first incident occurred. In 2009, the Youth Risk Behavior

Survey found that 6.4% (9.1% of females and 3.8% of males) of Oklahoma youth in public schools grades 9-12 had been physically forced to have sexual intercourse when they did not want to. Additionally, victims of rape often experience serious long-term health and emotional consequences including re-victimizations. Because rape and sexual violence impact a great number of youth, the priority of the Rape Prevention and Education Program is to conduct activities aimed at reducing first-time victimization and/or first-time perpetration of rape and sexual assault.

Sexual violence arises out of a complex interplay of individual, relationship, and environmental (community and societal) factors. Sexual violence prevention requires a comprehensive approach that includes strategies for all sectors (individual, relationship, community, and societal) and participation from multiple stakeholders. The Oklahoma Rape Prevention and Education Program determined that the most important areas of focus to prevent sexual violence in Oklahoma were: 1) the media, 2) K through 12 schools, 3) colleges and universities, and 4) faith communities. The *Comprehensive Plan for Sexual Violence Prevention in Oklahoma 2010-2015* outlines the goals and objectives of the statewide effort in these priority areas. As part of the statewide effort, the OSDH will fund a Supplier to conduct community-based activities to prevent sexual assault and teen dating violence perpetration and to promote healthy relationships. The *Comprehensive Plan for Sexual Violence Prevention in Oklahoma 2010-2015* and the *brief version*, the Compendium, are available at: <http://svp.health.ok.gov>

Management/Technical Proposal

The technical proposal shall include all of the following items:

1. Describe the need for sexual violence prevention in the community to be served by the proposed sexual violence prevention activities. The description should include:
 - a. The name of the community
 - b. Population and demographics of the community (2010 U.S. Census data)
 - c. Poverty rate (2010 U.S. Census data)
 - d. Rate of reported sexual assault in the county or counties being served
 - e. May also include other unique features about the community
2. Provide a description of staff, volunteers and other resources currently available to the organization for implementing the proposed program. Include descriptions of all relevant staff members including skills, expertise, training and commitment to preventing sexual violence before it occurs.
3. Describe sexual violence primary prevention programs that your organization has conducted in a K-12 school. Include 1) the purpose of the program, 2) the activities that were conducted, 3) the number of educational sessions conducted in a typical year, 4) the curriculum used, and 5) how activities were implemented.
4. Describe other community partnerships that your organization has had in the past year to promote primary prevention of sexual violence. Include 1) the name of the partner organization or organizations, 2) the purpose of the program, 3) the activities conducted, and 4) the population the program was designed to reach.

5. Describe the objectives of the sexual violence prevention program that will be accomplished in a typical year. All objectives should be specific, measurable, achievable, realistic, and include a timeline for completion (SMART).
6. Describe past programmatic successes that demonstrate progress in addressing sexual violence prevention in your community.
7. Provide at least two letters of support from partner organizations including schools, colleges or universities, or faith-based organizations. Letters must include contact information such as contact name, phone number, & email address for follow-up communication.

Duties of the Supplier

The Supplier will:

1. Provide 1 FTE to serve as the local coordinator. The local coordinator must:
 - a. Implement evidence-based strategies/interventions to prevent sexual assault and promote healthy relationships in schools and/or organizations that serve youth ages 10-18,
 - b. Partner with local colleges and universities and/or other organizations that serve adults ages 18-24 to conduct or improve sexual violence prevention activities,
 - c. Conduct activities at multiple levels of the *Spectrum of Prevention*,
 - d. Serve on a primary prevention focused committee designated by OSDH,
 - e. Submit a report of activities with monthly invoices,
 - f. Participate in monthly conference calls with the statewide prevention coordinator and OSDH.
2. Require staff attendance at the OSDH designated trainings. Dates, times, and locations for these trainings shall be determined by the OSDH at a later date.
3. Conduct ongoing program evaluation to be designed by the OSDH at a later date.

Duties of OSDH

The OSDH will:

1. Provide technical assistance in designing and implementing objectives/activities,
2. Analyze data gathered through evaluation of objectives/activities and provide to stakeholders,
3. Conduct training workshops,
4. Develop evaluation measures for objectives/activities and review annually,
5. Provide form for submitting monthly activity reports.
6. Audit monthly invoices and attachments for accuracy and accountability.

Questions

Any questions regarding this solicitation must be sent in writing (via email) to Department of Health and received no later than Close of Business (COB) January 4, 2013. Questions received after this time will not be answered. An amendment listing all questions and answers will be posted to the OSDH website. Questions may be emailed to Susanw@health.ok.gov

D. EVALUATION CRITERIA

OSDH will assemble a review committee to evaluate the responses to this RFP. This committee will make recommendations to the Chief of the OSDH Injury Prevention. The final award will be made by OSDH Procurement Service in accordance with State Procurement Rules. Award shall be made using best value based on the scoring of the following criteria listed in order of importance:

1. Need for sexual violence prevention in the community to be served.
2. Staff and volunteer capacity for this contract.
3. Experience implementing sexual violence primary prevention programs in local schools and/or organizations that serve youth 10-18 years of age and past success.
4. Experience in implementing other community-based sexual violence primary prevention programs and past levels of success.
5. Objectives of proposed programs and their alignment with the goals and objectives outlined in the *Comprehensive Plan for Sexual Violence Prevention in Oklahoma 2010-2015*.
6. Letters of support.
7. Budget/Cost proposal budget form.

E. INSTRUCTIONS TO SUPPLIERS

1. Suppliers should submit one (1) original Proposal, and three (3) additional copies to Susan Wiest, Procurement Services, 1000 NE 10th Street, Oklahoma City, OK 73117.
2. Proposals should be submitted, with **the RFP number written on the front of the envelope** in accordance with the request for proposal submission instructions.
3. The responses to this RFP should use the form(s) provided, or similar formats.
4. All narratives should be typed on 8.5" x 11" paper and single-spaced and single sided.
5. Pages should be numbered.
6. Each copy of the proposal should be stapled or fastened with a binder clip. DO NOT submit the proposal in a report cover, notebook, or with strip binding.
7. **DO NOT** include or attach materials that are not specifically requested. Extraneous materials will be removed and not reviewed.
8. Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer. Contact with any other OSDH personnel could void your RFP response
9. Proposals will not be considered if any of the following exists:
 - a. Proposal was not submitted by the stated deadline. The RFP is due in the OSDH Procurement Office (room 309) no later than January 18, 2013 at 3:00 PM CDT
 - b. Proposal does not include the entire proposal package.
 - c. Proposal does not comply with all of the requirements of the proposal process and solicitation.

F. CHECKLIST

1. _____ Solicitation Request
2. _____ Responding Supplier’s Information
3. _____ Certification for Competitive Proposal and/or Contract
4. _____ Management/Technical Proposal
5. _____ Proposed Contract Budget Form Appendix A
6. _____ Copy of required licenses and credentials
7. _____ Proof of Liability and Worker’s Comp Insurance
8. _____ At least two (2) letters of collaboration support from community
9. _____ Tobacco Free Policy – Attachment A

G. PRICE AND COST

Budget and Budget Narrative/Justification:

A line item budget and budget narratives/justification (using the form Appendix A), must be submitted with the RFP response, failure to submit this document will cause the Supplier’s response to be deemed non-responsive and not evaluated for an award.

The line item budget and budget narrative/justification submitted with the RFP response, is a proposed budget and adjustments/corrections or additional documentation supporting the budget may be required after award.

The following information is being provided for preparation of the proposed budget:

Line Item Budget –

The submitted proposed budget must cover the period Date of Award – October 31,2013 and figures must be rounded to the next whole dollar amount. Payment is made in accordance with the approved line item budget and after services have been both received and paid for. The requested budget amount may not be the awarded (approved) amount. Once the final budget amount is approved, modifications cannot be made from the original award without justification from the Supplier and approval by OSDH.

OKLAHOMA STATE DEPARTMENT OF HEALTH
ADMINISTRATIVE PROCEDURES MANUAL

TITLE: Tobacco-Free Policy

NUMBER: 1-8

ADOPTED: December 1994

RESPONSIBLE
SERVICE: Administration

LAST REVIEWED: September 2011

Approved: _____
Terry Cline, Ph. D.
Commissioner of Health

Purpose: The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

Use of Tobacco Products:

Tobacco Free Environment-

1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
3. The central office and each county health department or other facility will identify the boundaries of its premises, post this information for public reference, and provide notice of this administrative procedure with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
4. County health departments and other facilities that share a building with other offices will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the entire premises.
5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
6. OSDH employees will not use tobacco products while providing services in clients' homes.
7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.

Appendix A

CONTRACT BUDGET FORM

Contractor: _____ **Date:** _____

Contractor Contact: _____ **Phone:** _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

Budget Line Item	OSDH Amount	Match (if applicable)	TOTAL
Personnel/Salaries			
Fringe Benefits			
Travel/Training			
Supplies			
Contractual			
Admin Costs/IDC			
Other			
Total			

**** Local Match Funding source(s):** _____

Narrative/Detail Budget Request:

Personnel/Salaries							
Position Title	Staff Name	Annual Salary	No. Months	%	STATE	MATCH (if applicable)	TOTAL
Category							

